

Board Office Use: Legislative File Info.	
File ID Number	13-1180
Committee	Facilities
Introduction Date	6-12-2013
Enactment Number	13-1117
Enactment Date	6-12-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Tony Smith, Ph.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date June 12, 2013
Subject Amendment No. 1, Purchase Order Agreement - RMT Landscape Contractors, Inc.- Arroyo Viejo CDC Renovation of Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Purchase Order Agreement with RMT Landscape Contractors, Inc. for Landscaping Services on behalf of the District at Arroyo Viejo CDC Renovation of Building Project , in an amount not-to exceed \$12,908.00 increasing previous contract amount from \$4,800.00 to a not to exceed amount of 17,708.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background ADA requirements for the new construction path-of-travel caused the existing lawn area to be significantly lower than the new sidewalk.

Local Business Participation Percentage 100.00

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Purchase Order Agreement with RMT Landscape Contractors, Inc. for Landscaping Services on behalf of the District at Arroyo Viejo CDC Renovation of Building Project , in an amount not-to exceed \$12,908.00 increasing previous contract amount from \$4,800.00 to a not to exceed amount of 17,708.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure A

Attachments

- Purchase Order Agreement including scope of work



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and RMT Landscape Contractors. OUSD entered into an Agreement with CONTRACTOR for services on April 23, 2012, and the parties agree to amend that Agreement as follows:

1. Services: [] The scope of work is unchanged. [x] The scope of work has changed. If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work. The CONTRACTOR agrees to provide the following amended services: The scope of the project is to remove existing sod, adjust grades, repair / extend irrigation system, restake trees, add new sod in entire lawn area, and provide lawn maintenance to August 16, 2013.

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History: [x] There are no previous amendments to this Agreement. [] This contract has previously been amended as follows:

Table with 4 columns: No., Date, General Description of Reason for Amendment, Amount of Increase (Decrease). The table is currently empty.

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT
David Kakashiba, President, Board of Education
Edgar Rakestraw, Jr., Secretary Board of Education

CONTRACTOR
Rick DeHerrera, PRESIDENT

Timothy White, Associate Superintendent Facilities, Planning and Management

EXHIBIT "A" Scope of Work

Contractor Name: RMT Landscape Contractors, Inc.

Billing Rate: Twelve thousand, nine hundred eight dollars and no cents (\$12,908.00)

1. Description of Services to be Provided

The scope of the project is to remove existing sod, adjust grades, repair / extend irrigation system, restake trees, add new sod in entire lawn area, and provide lawn maintenance to August 16, 2013.

2. Specific Outcomes:

Create equitable opportunities for learning at a safe, health and supportive school.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Susie Butler-Berkley 5-15-2013

**Susie Butler-Berkley
Contract Analyst**

Exhibit A

RMT LANDSCAPE CONTRACTORS, Inc.

421 Pendleton Way, Oakland, CA 94621
Contractor's License No. 372869
Phone 510-568-3208 Fax 510-568-3766

PROPOSAL AND CONTRACT

Date 01-Apr-13

Name:	Oakland Unifed School District	Phone	
Attention:	Eric	E-mail	eric.scheuermann@ousd.k12.ca
Address:	1895 78th Ave. Oakland, Ca.		
Job Location	same		

1) adjust grades @ all areas to receive new sod	\$1,950.00
2) extend irrigation to edge of new sod area	\$925.00
3) add new sod in entire lawn area	\$7,808.00
4) raise up irrigation valve box	\$350.00
5) restake existiing trees	\$300.00
6) removal of existing sod, cleanup, hauling and disposal fees	\$1,575.00
TOTAL;	\$12,908.00

We agree to supply labor and materials in order to execute the work as outlined above in a workmanlike manner for the sum of \$12908.00 which owner agrees to pay in accordance with the terms of payment set forth.

TERMS OF PAYMENT:
NET: Payment on Completion

RMT LANDSCAPE CONTRACTORS, INC.

By: _____

Title: _____

Accepted by: _____

Date: _____

Owner's Signature: _____

Board Office Use: Legislative File Info.	
File ID Number	12-2450
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	
Enactment Date	



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education 

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

	Name	Amount	Funding Source	P.O.	Project	Date	City
12-2426	A&E Emaar	\$24,086.00	Measure B	P.O.	Piedmont Portable Installation	8-9-2012 thru 9-15-2012	Albany, CA
12-2430	Amber Flooring	\$1,698.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland
12-2465	Amber Flooring	\$39,191.00	Deferred Maintenance	P.O.	Piedmont Painting and Flooring	7-2-2012 thru 12-31-2012	Oakland
12-2431	Bridges Consultant	\$26,000.00	Measure B	P.O.	Facilities	7-1-2012 thru 9-30-2012	Oakland
12-2435	C. Overaa Company	\$29,000.00	Measure B	P.O.	Washington ES Mod	6-1-2012 thru 12-31-2012	Richmond, CA
12-2434	C. Overaa Company	\$49,000.00	Measure B	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Richmond, CA
12-2432	CDW Government	\$468.00	Measure B	P.O.	Jefferson New Building	5-8-2012 thru 12-31-2012	Chicago, IL
12-2433	Chussy International	\$729	Measure A	P.O.	Facilities	5-10-2012 thru 5-18-2012	Oakland, CA
12-2436	Corevera	\$9,000.00	Developer Frees	P.O.	La Escuelita Educational Center	6-1-2012 thru 12-31-2012	San Francisco, CA
12-2437	Elation Systems	\$35,600.00	Measure B	P.O.	Labor Compliance	7-1-2012 thru 6-30-2013	Pleasanton, CA
12-2438	Eric Young	\$5,000.00	Measure A	P.O.	Facilities	7-1-12 thru 6-30-2013	Oakland, CA
12-2439	Gary Douppnik Manufacturing	\$54,600.00	Measure B	P.O.	Lowell Mod	6-27-2012 thru 7-1-2013	Loomis, CA



OAKLAND UNIFIED SCHOOL DISTRICT

12-2440	HALO Branded Solutions, Inc.	\$3,500.00	Measure A	P.O.	OUSD Summer Intern Program	7-25-2012 thru 12-31-2012	Sterling, IL
12-2442	IKON Office Solution, Inc.	\$4,000.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Pasadena, CA
12-2443	Infiniti Engineering	\$25,425.22	Measure B	P.O.	Piedmont Portable Installation	7-20-2012 thru 8-31-2012	Oakland, CA
12-2441	Integrity Furniture	\$10,390.00	Special Reserve	P.O.	Thornhill ES	7-10-2012 thru 1-10-2013	Longview, TX
12-2444	KI	\$13,672.66	Measure B	P.O.	Highland New Classroom Building	7-15-2012 thru 9-15-2012	Green Bay, WI
12-2446	Lee Sign	\$417.86	Measure B	P.O.	Highland New Classroom Building	6-1-2012 thru 9-1-2012	Oakland, CA
12-2445	Lee Signs	\$139.20	Measure B	P.O.	Oakland HS	7-23-2012 thru 12-31-2012	Oakland, CA
12-2447	Magdave Associates, Inc.	\$49,900.00	Measure B	P.O.	Estimating Services	7-1-2012 thru 12-31-2012	Oakland, CA
12-2448	Masterpiece Painting	\$49,470.00	Deferred Maintenance	P.O.	Piedmont Portable Installation	7-2-2012 thru 12-31-2012	Oakland, CA
12-2449	Playworks	\$28,000.00	Developer Fees	P.O.	La Escuelita Educational Center	8-27-2012 thru 6-30-2013	Oakland, CA
12-2450	RMT Landscape Contractors, Inc.	\$4,800.00	Measure B	P.O.	Arroyo Viejo CDC Renovation	4-23-2012 thru 12-31-2013	San Leandro, CA
12-2451	RRM Design Group	\$25,000.00	Measure B	P.O.	Hintil KUU CDC Building Replacement	4-13-2012 thru 8-13-2012	San Luis Obispo, CA
12-2452	Seville Group Inc.	\$49,900.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 12-31-2012	Oakland, CA
12-2454	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Oakland Tech	4-25-12 thru 6-1-2012	San Francisco
12-2453	Swinerton Builders	\$20,262.00	County School Facilities Fund	P.O.	King Estates MS Seismic Retrofit	1-27-2012 thru 12-31-2012	San Francisco
12-2455	Swinerton Builders	\$10,000.00	County School Facilities Fund	P.O.	Montera Seismic Retrofit	4-26-12 thru 6-1-2012	San Francisco
12-2456	Turner Construction	\$49,000.00	County School Facilities Fund	P.O.	La Escuelita Educational Center	3-7-2012 thru 6-30-2012	Oakland, CA
12-2457	Xerox Capital Services	\$6,300.00	Measure A	P.O.	Facilities	7-1-2012 thru 6-30-2013	Dallas, TX

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



OAKLAND UNIFIED
SCHOOL DISTRICT

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

1001404

DATE SUBMITTED 4/23/2012
SUBMITTED BY: Eric Scheuermann

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input checked="" type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contra	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

Vendor Number: _____
 Fiscal Year: 2011-2012
 R.O. Under \$50K: ✓
 Date Proposed: 5-2-2012
 To: MB 3/2 To DR: 4/24/12

 Timothy E. White Date Tadashi Nakadegawa Date
 Asst. Superintendent Facilities Director

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAG

Local Business	Small Local Business	Small Local Resident Busines	Total Percentage
100.00%	0.00%	0.00%	100.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Arroyo Viejo CDC Renovation of Building	Project No:	07024
Vendor Name:	RMT Landscape Contractors, Inc.	Vendor Contact:	Rick DeHerrera
Vendor Phone Number:	(510) 568-3208	Vendor Mailing Address:	520 Doolittle Drive San Leandro, CA 94577
Agreement Start and Stop Dates:	Start: 4/23/2012 Stop: 12/31/2013	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$4,800.00 Revised Contract Amount: \$0.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes give an exp. construction Date: <u>October 10, 2012</u>	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: _____
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date provided:	<u>5-2-2011</u>

For Construction Contracts >\$15,000, please provide or attach the following:

- | | |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form (Attach Bid Documents) | 6) Performance Bonds Attached |
| 2) Date(s) of Bid Advertisement - N/A | 7) Payment Bonds Attached |
| 3) Date of Bid Opening - N/A | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - Dougherty & Dougherty Architects | |
| 5) Liquidated damages per day - \$ | |

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.
 Contractor shall provide one year maintenance for the new Arroyo Viejo CDC lawn recently planted by OUSD.

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background why is contract required and what is the benefit to students) - Add additional pages as needed
 The recently installed lawn is directly adjacent to the Arroyo Viejo CDC construction zone, but not part of the construction project, and requires regular maintenance during construction.

Funding Source: Measure B

Budget Number: OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.



LANDSCAPE CONTRACTORS, INC.

7699 Edgewater Drive
Oakland, CA 94621

Contractor's License No. 372869

Proposal No. 0053

Date: 4/16/2012

As per your request, the following is our proposal for landscape maintenance for subject project. Your signature on the line indicated on page four constitutes your acceptance and agreement to be bound by this contract. Please return one signed copy for our files.

To: Oakland Unified School District
955 High Street
Oakland, Ca. 94601

Re: Weekly Landscape Maintenance @ Aroyo Viejo CDC for a period of 1 year

PROPOSAL AND CONTRACT

CONTRACTOR AGREES TO FURNISH ALL SUPERVISION, TOOLS, EQUIPMENT, MATERIALS, AND LABOR NECESSARY TO MAINTAIN THE LANDSCAPING AS MORE FULLY SET FORTH HEREINAFTER. FOR THE ABOVE NAMED PROPERTY.

CONTRACTOR AGREES TO MAINTAIN THE LANDSCAPING IN A NEAT AND ORDERLY APPEARANCE AT ALL TIMES BY PERFORMING THE FOLLOWING:

- I. GROUND COVER/TURF
 - A. Trimming/Mowing
 1. Maintain mowed height of turf areas as appropriate for type of turf, season and to maintain the health of the turf.
 2. Trim all edges bordering paving, headerboards and sidewalks.
 3. Trim around sprinkler heads as necessary to allow proper spraying.
 4. Ground cover will be trimmed off walkways and away from buildings unless otherwise directed.
 5. The ground cover areas will be pre-emerged as necessary with a selective herbicide for weed control.
 6. Fertilization of turf and ground cover will be performed as necessary to maintain health of plantings.

7. All ground cover areas will have trash picked up and removed.

II. TREES & SHRUBS

A. Pruning

1. All trees and shrubs will be pruned according to time of year, maintenance of access, general appearance and structural integrity.
2. Contractor will not be responsible for pruning of trees whose height exceeds fifteen (15) feet.

B. Staking & Guying

1. Stakes and guy wires will be removed when appropriate to normal growth.
2. Tree ties will be inspected throughout the year to prevent injury from girdling.

C. Fertilization

1. Trees and shrubs will be fertilized according to their individual needs.

D. Pest Control

1. A careful watch of all plantings will be maintained to be aware of any pest problem.

E. Dead Trees & Shrubs

1. Any dead tree or shrub will be reported to the Owner .
2. An estimate will be submitted to the Owner for the cost of removal and replacement.

III. FLOWER BEDS

1. Flower beds will be maintained in a neat appearance by removing all weeds and trash.
2. Annual color (where appropriate) will be removed and replaced on a regular basis, at the Owner's expense. Cost estimates for replacement will be provided prior to proceeding.
3. Flower beds will be cultivated before planting to assist in establishment of healthy plants.

IV. IRRIGATION SYSTEM

1. Contractor will monitor all aspects of irrigation system to ensure that lawns, trees, shrubs and ground cover receive adequate water to promote vigorous growth.
2. Adjustments of the sprinkler heads, valves and clocks will be made as necessary.
3. Any damage to the sprinkler system that is the fault of the contractor will be repaired at no charge.
4. Any problems that arise which is not the fault of the contractor will be reported to the Owner. An estimate for repairs will be given. Repairs will be undertaken upon approval from the Owner.

V OTHER

1. All walkways of common areas and entries will be blown off to maintain a neat and clean appearance.
2. Parking lot/area cleanup will not be a part of the normal maintenance program. However, debris created by maintenance services will be removed as part of normal maintenance.
3. Contractor shall not be held responsible for damage to sprinkler system, damage or death of plant material due to wind, storm, hail, fire, flood, freezing, vandalism, theft, riot, or other acts over which contractor has no control.
4. Contractor shall keep in force, during the term of this agreement, public liability, property damage, auto liability and workmen's compensation insurance.
5. Contractor will maintain all necessary licenses.

VI. PAYMENT

1. On or about the 20th of each month, contractor will invoice for that month's work. Invoice will be due and payable no later than the 10th of the month following billing.

Proposed bid: \$ 400.00 per month.

Labor of landscape specialty work - \$95.00 per hour

VII. RENEWAL

1. This contract will automatically renew on the anniversary date pending agreement of price adjustment if necessary.

VIII. CANCELLATION

1. A thirty (30) day written notice by either party involved shall serve to cancel this contract and agreement for cause or other factors relating to the agreement proposed herein, and not lived up to by either party involved. A sixty (60) day notice by either party shall serve to cancel this contract without cause.

2. If the client feel compelled to cancel this contract for cause, within the parameters stated above, Contractor shall be given five (5) working days to correct any deficiencies provoking that cause.

ACCEPTED BY

RMT Landscape Contractors, Inc.

For:

By _____

By: _____

Title: President

Title: _____

Date:

Date: _____