

Board Office Use: Legislative File Info.	
File ID Number	13-2087
Committee	Facilities
Introduction Date	9/25/13
Enactment Number	13-2039
Enactment Date	9-25-13



OAKLAND UNIFIED  
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary of the Board of Education  
By: Vernon Hal, Deputy Superintendent, Business Operations  
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 25, 2013

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.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-2069	Bay City Mechanical	\$8,000.00	Measure B	P.O.	Jefferson New Building	4-30-2013	Richmond
13-2070	Chris Lee	\$4,250.00	County School Facilities Fund	P.O.	Madison Portable Installation	8-26-2013	Oakland
13-2071	Comtel System Technology Inc.	\$4,390.95	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	8-5-2013	Sunnyvale
13-2072	Cor-O-Van	\$4,254.16	General Fund	P.O.	Tilden RAD Relocation	8-21-2013	Poway
13-2073	Cor-O-Van	\$40,980.00	General Fund	P.O.	Tilden RAD Relocation	6-7-2013	Poway
13-2074	Digital Design Communications	\$15,276.01	Measure B	P.O.	Lowell MS Modernization	7-2-2013	Oakland
13-2075	KDI Consultants, Inc.	\$2,520.00	Measure B	P.O.	Oakland Tech HS	6-12-2013	Oakland
13-2076	KDI Consultants, Inc.	\$1,440.00	Measure B	P.O.	Skyline HS	6-12-2013	Oakland
13-2077	Nexus IS	\$45,000.00	Measure B	P.O.	Division of Facilities Planning and Management	8-23-2013	Pleasanton
13-2078	Nor-Cal Moving Services	\$2,500.00	Country School Facilities Fund	P.O.	Whittier ES	6-11-2013	Oakland
13-2079	Nor-Cal Nor-Cal Moving Services	\$1,050.00	County School Facilities Fund	P.O.	James Madison MS	6-11-2013	Oakland
13-2080	Nor-Cal Nor-Cal Moving Services	\$290.80	County School Facilities Fund	P.O.	Chabot New Classroom and Multi-Purpose Bldg	12-4-2012	San Lendro
13-2081	Nor-Cal Nor-Cal Moving Services	\$3,000.00	County School Facilities Fund	P.O.	Havenscourt New Classroom and Cafeteria Building	4-30-2013	Oakland
13-2082	Nor-Cal Nor-Cal Moving Services	\$1,000.00	County School Facilities Fund	P.O.	Stonehurst CDC	4-30-2013	Oakland
13-2082	Nor-Cal Moving Services	\$2,500.00	County School Facilities Fund	P.O.	Calvin Simmons MS	4-30-2013	Oakland
13-2084	Nor-Cal Moving Services	\$2,000.00	County School Facilities Fund	P.O.	Arroyo Viejo CDC Renovation	4-30-2013	Oakland
13-2085	NVB Playgrounds, Inc.	\$1,576.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	9-5-2013	Indianapolis, IN



13-2089	NVB Playgrounds, Inc.	\$8,029.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	4-25-2013	Indianapolis, IN
13-2087	Playworks	\$30,000.00	Developer Fee Fund	P.O.	La Escuelita Educational Center	5-28-2013	Oakland
13-2088	School Outfitters	\$13,308.48	County School Facilities Fund	P.O.	Madison Portable Installation	6-12-2013	Cincinnati, OH
13-1880	WHM Incorporated	\$3,920.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	Moraga

**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.

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.



P.O. Number:

P.O. Date:

## PURCHASE ORDER TERMS AND CONDITIONS

*Plungovics*

(Contractor Name)

### 1. Definitions.

**A)** "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.

**B)** "Bidder" means a supplier who submits a Bid to the District in response to a solicitation.

**C)** "Contract" means Contractor's Bid; drawings or specifications, if any; these bid/purchase order terms and conditions together with the terms appearing on the reverse side hereof; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.

**D)** "Contractor" means the business entity designated on the face of this purchase order that is supplying Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.

**E)** "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services.

**F)** "District" means the Oakland Unified School District.

**2. Assignment; Subcontracting.** The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

**3. Audit.** The District shall have the right to examine and audit Contractor's records related to this Contract. Contractor and its subcontractors shall maintain and preserve all such records for a period of at least three (3) years after final payment to Contractor or after final Contract closeout, as determined by the District.

**4. Award of Contract.** The Bidder's Bid or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a bid, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law

**5. Acceptance/Rejection of Bids.** The District may award a contract on an individual item or combination of items, whichever is in the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid for 120 days after bid opening date unless otherwise stipulated and may be accepted without further written notice by the District. The Bidder may withdraw its Bid at any time before the Bid opening.

**6. District Name May Not Be Used.** The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.

**7. Fingerprinting.** The Contractor and its subcontractors shall fully comply with the provisions of Education Code Section 45125.1 when Contractor and/or its subcontractors will have more than limited contact with District pupils

8. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws.

9. **Indemnification.** Contractor agrees to indemnify and hold harmless the District, the Board, and their employees, agents, volunteers, affiliates, officers and directors from, and defend each of them against, any injury to person or property, claims, suits, liabilities or expenses (including reasonable attorneys' fees and costs) resulting from or connected with Contractor's performance hereunder, breach of its representations, warranties or obligations hereunder, or Contractor's failure to comply with any applicable law, or regulation.

10. **Independent Contractor.** Contractor shall perform its obligations under this Contract as an independent contractor of the District. Nothing herein shall be deemed to constitute Contractor and the District as partners, joint venturers, or principal and agent. Contractor has no authority to represent the District. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the District.

11. **Independence of Bid.** Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of antitrust laws.

12. **Insurance.** Upon the District's request, Contractor shall provide, and require its subcontractors to maintain, insurance policy/policies and limits of coverage acceptable to the District to protect against claims that may arise from this Contract.

13. **Joint Bids.** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted, and each participating bidder must sign the joint bid. If the contractor is comprised of more than one legal entity, each entity shall be jointly and severably liable under this contract. In addition, the joint contractors must designate, in writing, one individual having authority to represent them all in matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

14. **License.** Upon payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. This license is subject to the limitation on the maximum number of end users or other scope limitations listed on the facing page and, if none are listed, this license shall be deemed to be enterprise-wide and the software may be used by all District end users without any maximum number of users. The license shall extend to permit contractors working for the District to use the software in the performance of their duties for the District.

15. **Non-Discrimination.** Contractor shall comply with all laws prohibiting discrimination in employment and shall include this nondiscrimination requirement in all subcontracts to perform work under the Contract.

16. **Order of Precedence.** This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the following order: (1) Contractor's Bid; (2) these Contract Terms and Conditions; (3) all other attachments incorporated into the Contract by reference. No term or condition of this Contract may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Contract shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Contract, those terms shall be considered proposals by Contractor which are hereby rejected.

17. **Packaging, Delivery and Acceptance.**

**A) Packaging.** Items shall be packaged to protect them from damage during transit. Packing slips must include the District Purchase Order number, contents, quantity, and description. Material Safety Data Sheets shall be included when applicable.

**B) Delivery.** Contractor shall be responsible for delivery on a free-on-board (FOB) Destination basis and shall incur all costs associated with the delivery unless otherwise specified in this Contract. All deliveries shall be set on the District's dock and/or pallets or as otherwise prescribed by the District. All Deliverables are subject to acceptance by District. District will notify Contractor in writing of any defect or nonconformity and Contractor will repair or replace such defective or nonconforming goods or, at the District's option, refund the purchase price to District.

**C) Acceptance.** If items are not properly packaged or identified, or if items are determined by the District to be defective or non-conforming, deliveries or any part thereof may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the District at destination, notwithstanding any payment or inspection at source. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. Acceptance shall not be construed to waive any warranty rights the District may have at law or by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon acceptance.

18. **Performance Guarantee.** A performance guarantee may be required on award of annual contracts which exceed \$81,000.

19. **Samples.** Samples of items may be required by the District for inspection and specification testing and must be furnished free of expense to the District. The samples furnished must be identical in all respects to the items bid and/or specified in the Contract. Samples must be plainly marked with the name of Bidder, bid number, and date of bid opening. Samples may be retained for comparison with deliveries and if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. Bidder/Contractor assumes all risk of loss of or damage to samples.

20. **Severability.** If any provision or part of this Contract shall be declared illegal, void, or unenforceable, such term or provision shall be deemed stricken and the remaining provisions shall continue in full force and effect to the extent permitted by law.

21. **Substitutions.** Product substitutions require the prior, express written authorization from an authorized District representative.

22. **Tax.** The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.

23. **Termination.** The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.

24. **Title.** Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.

26. **Warranty.**

**A)** Contractor warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.

**B)** At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software

or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

**C)** No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

**D)** Contractor warrants it has full title to the Deliverables and has the right to grant the District the rights and licenses contemplated herein without the requirement for consent of any third party.

AGREED and ACCEPTED: [Signature] Date: 5/22/13  
By: A. [Signature]  
Its: \_\_\_\_\_

*for the District  
purposes*



# PLAYWORKS

EDUCATION ENERGIZED

## 2013-14 MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between Playworks and La Escuelita Elementary School located in Oakland, Ca

Playworks is a non-profit, public benefit corporation organized and operated exclusively for charitable purposes within the meaning of section 501(c) (3) of the Internal Revenue Code. The mission of Playworks is to improve the health and well-being of children by increasing opportunities for physical activity and safe, meaningful play. Playworks contracts with schools to provide a high quality, multi-faceted program to accomplish this mission during the school day and after school. This Memorandum of Understanding is entered into for the purpose of establishing an effective partnership between the School and Playworks.

### Logistics

Playworks and the School understand that:

1. The Playworks Program Coordinator will be an employee of Playworks, or an AmeriCorps member contracted by Playworks, and will be an active member of the School community.
2. The Playworks Program Coordinator is trained by Playworks prior to the first day of programming and receives regular training and supervision throughout the school year. The Program Coordinator receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary age students. Program Coordinators are CPR/First Aid certified, are fingerprinted through the Department of Justice and tested negative for Tuberculosis. Program Coordinators also attend a mandated reporting workshop and are required by law to report suspected child abuse.
3. AmeriCorps: In the event that the Playworks Program Coordinator is an AmeriCorps member, the member:
  - a. May not engage in religious or politically affiliated activities including the following: attempting to influence legislation, protesting, union organizing, engaging in partisan political activities, engaging in religious instruction, participating in voter registration drives.
  - b. May choose to do AmeriCorps paperwork/planning on site before or after their regularly scheduled day. No direct service at the school site is required of the Program Coordinator outside of the scheduled timeframe.

Principal Initial

Playworks Initial

TK  
S.S.



4. A Playworks Program Manager is responsible for supervision of the Program Coordinator and will provide the Program Coordinator with support in the initial program implementation at the School. School administrators will meet the Playworks Program Manager within the first month of the school year. The Program Manager should be contacted regarding any program problems or questions.
5. Playworks programming is not a substitute for physical education (PE). Playworks Program Coordinators may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks staff may not support the process for grading students related to PE.
6. Playworks offers a Teacher Training for all teachers and school staff at the School. This Teacher Training provides teachers and school staff with best practices and examples to implement opportunities for play and physical activities for their students. **The School must provide the Playworks with a block of staff development time, ideally two to three hours, for this Teacher Training within the first six weeks of the school year.**
7. Program Coordinators will make every effort to stay healthy and not miss any school days. However, there will be days when the Program Coordinator is ill and there will be no one available to substitute for them. Program Coordinators are required to call the school, their Program Manager and the Playworks administrative office in the event of illness or injury. Concerns about the number of absences of the Program Coordinator at your school should be directed toward the Program Manager for your region.
8. In the event that the Playworks Program Coordinator is absent from the School for more than five consecutive days your school may apply for a prorated credit from the sixth day of absence through the remaining consecutive days of absence. Only regular school days will be counted in this credit calculation. Approved credits may be taken against future invoices. In the event that the credit is for the final billing period of the school year the credit will be applied to the following school year.

## Program

1. **Schedule:** Playworks will provide the School with **one** Program Coordinator Monday through Thursday for a total of 7 hours for in-school and out-of-school programming (within an 8 hour timeframe), and a total of 4 hours of in-school programming on Fridays as discussed in this memo of understanding. Appropriate lunch and break times will be designated as an eighth hour of the daily schedule. Additionally, a minimum of 2 hours per week will be assigned as planning and prep time for the Program Coordinator to complete Playworks administrative tasks. **Please see sample school schedules in Playworks user guide to determine the hours of program service at School.**
2. The Playworks program has five key components. Our training and curriculum is geared towards students in Kindergarten through sixth grade. The grade preferences listed by each component below reflect the range to which our curriculum is designed and taught to the Playworks Program Coordinators:

### Component # 1: Recess (Grade Level: all grades) - Starts first day of Playworks' programming

Playworks will use the recess times to coordinate the playing of core playground games and sports as well as to introduce skill-building exercises and cooperative games. The Program Coordinator is required to be at all regularly scheduled recess periods. Program Coordinators are focused during recess on facilitating recess and are not available for yard supervision. Playworks and School will work together to create and indoor recess plan, in case of inclement weather. **School agrees to provide adult yard supervision during all recess periods. Playworks does not support the removal of recess privileges for extended periods of time, as a method of discipline.**

### Component # 2: Class Game Time (Grade Level: all grades) - Starts by third week of Playworks' programming

Playworks Program Coordinators provide classroom teachers Class Game Time, the purpose of which is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized



setting. Playworks Program Managers and the Program Coordinator will work with the school to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Class Game Time can be delivered to middle school students, as long as the schedule/structure is consistent with lower grade class Game Time. **School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, during the Class Game Time session. Playworks requires the Program Manager's approval on all Class Game Time schedules, before distribution to school and teachers.** Program Coordinators cannot schedule Class Game Times during any regularly scheduled recess period.

Component # 3: Junior Coach Program (Grade Level: 4-6) - Starts by fourth week of Playworks' programming

Playworks will provide a Junior Coach program to establish student leadership within the school and to build student ownership of some key school functions. Students are chosen for the Junior Coach program in collaboration with the classroom teachers and serve as role models on the yard during recess. In order to best develop leadership skills, it is ideal for Junior Coaches to be on the yard for at least one lower grade recess each week at the discretion of the teacher and program coordinator. Trainings for students in this program are held at least once a month, after school on Fridays. **Playworks will work with School to implement this Junior Coach leadership component.**

Component # 4: Out-of-school Programs (Grade Level: 4-5) - Starts by fifth week of Playworks' programming

Playworks provides three options for out-of-school program support at the School: 1) before school recess, 2) collaborative afterschool program or 3) independent afterschool program. Playworks and School will identify the out-of-school program model that is in the best interest of both Playworks and the School community. Please refer to the out-of-school program description sheet for further information and to determine the out-of school programming at School.

School chooses:

Independent ASP \_\_\_\_\_ Collaborative ASP \_\_\_\_\_ Before School Recess

Principal Initial T.R.

Playworks Initial S.S.

Component #5: Leagues (Grade Level: 4-5) - Start dates vary

Based on available resources and the proximity of neighboring schools, Playworks will organize two non-competitive, skill-building leagues for fourth and fifth grade students. The Program Coordinator will be responsible for recruiting for the Playworks Girls Basketball and Co-ed Volleyball leagues as well as coaching at least one practice per week (generally at the school site) and one evening game held off site. Playworks leagues take place over a period of approximately 6-12 weeks during the school year. No transportation will be provided by Playworks to or from any game or practice.

## School Partnership

Playworks and the School understand the importance of the role of the School in the successful implementation of Playworks program at their site. As such the School agrees to:

1. Program Implementation:
  - a. Support implementation of each program component as described under "Program,"
  - b. Schedule date for teacher training as referenced in Logistic #6,
2. Data Collection: participate in reasonable data collection efforts at various times throughout the year necessary to support Playworks programming and reporting requirements including but not limited to surveys of teachers/principal/students, student attendance, limited disciplinary records, health and leadership assessments
  - a. The principal will be provided with a data collection schedule at the start of the school year. The principal agrees to manage school staff completion of data collection for Playworks.
  - b. Playworks maintains confidentiality of all student-level data and reports only in aggregate to funders.
3. Equipment: purchase and provide a basic set of playground equipment, based on a sample list provided, before the beginning of the school year. Playworks will maintain the equipment throughout the school year.
4. Workspace: provide a workspace for the Program Coordinator as well as access to a computer and the internet.

5. Payment: support implementation of all necessary steps to ensure timely payment of all invoices based on agreed upon payment installation.

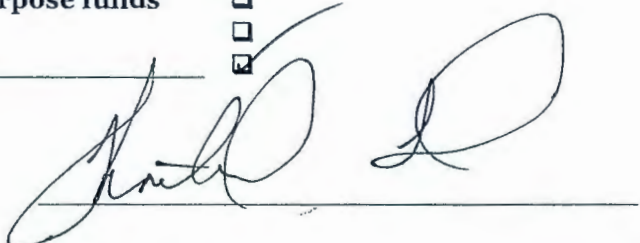
Principal Initial T.R.  
Playworks Initial S.S.

**Payments**

1. The fee for the Playworks program for one school year is **\$30,000**. This is a fixed cost and may not be pro-rated, regardless of program start or end date.
2. Payments can be made in following installments:
  - Semester (50% invoiced September, 50%, February 50%),
  - Full year (100% invoiced September).
3. Program Suspension/Termination: At Playworks'/School's discretion, and with reasonable advance notice, programming may be discontinued at School during the course of the school year. Playworks reserves the right to suspend programming if payment of amounts owed is not made in a timely manner.
4. Please check potential funding source(s):
  - **Categorical funds**
  - **General purpose funds**
  - **PTA/PTO**
  - **Other:** \_\_\_\_\_

**Playworks**

Signed:



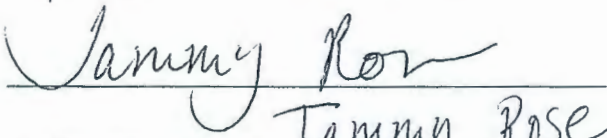
By (print name/title):

Date:

5/14/13

**School**

Signed by Principal:



By (print name):

Date:

Tammy Rose  
5/14/13



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

VO 56142

DATE SUBMITTED: 5/15/2013

SUBMITTED BY: Kyle Brower

REVIEWED BY: \_\_\_\_\_

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

Bond Program Director

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

Vendor Number: \_\_\_\_\_  
Fiscal Year: 2013-2014  
P.O. Under \$50K: \_\_\_\_\_  
Date Processed: 6-3-2013  
To: MB 13 To DR: \_\_\_\_\_

Gary Yee, Ed.D.  
Secretary, Board of Education

\_\_\_\_\_  
Timothy E. White  
Asst. Superintendent

Date

\_\_\_\_\_  
Tadashi Nakadegawa  
Facilities Director

Date

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:**

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

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	La Escuelita Educational Center	Project No:	07047
Vendor Name:	Playworks	Vendor Contact:	Jackie Hemann
Vendor Phone Number:	(510) 393-1473	Vendor Mailing Address:	380 Washington Street Oakland, CA 94607
Agreement Start and Stop Dates:	Start: 7/1/2013 Stop: 6/30/2014	Amounts:	Current Contract Amount: _____ Not to Exceed Amount: \$30,000.00 Revised Contract Amount: _____
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes give an explanation:</i>	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: _____

**RECEIVED**

Certificate of Insurance Attached  Yes  No Date provided: \_\_\_\_\_

5-28-2013

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

- Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
- Date(s) of Bid Advertisement - \_\_\_\_\_
- Date of Bid Opening - \_\_\_\_\_
- Name of Architect - \_\_\_\_\_
- Liquidated damages per day - \$ \_\_\_\_\_
- Performance Bonds Attached
- Payment Bonds Attached

**Scope of Work:** (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal.  
To provide play activities for La Escuelita during school hours for students for the 2013 school year.

**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

Due to the construction of Phase 2 of the La Escuelita Education Center project, a portion of the project site will not be complete and play area will be limited temporarily. For the interim, this option is a solution for La Escuelita while the remaining play field area is complete.

Funding Source: Fund 25

Budget Number: \_\_\_\_\_

LES 0000

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>

Suni Butler Berley 9-0-B

9-26-13  
David Kakishiba  
President, Board of Education



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

**SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST**

1.)	<p><b>Specialty Service:</b> This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	
2.)	<p><b>District Discretion</b> under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p><b>Futility:</b> It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p><b>Field Test</b> / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p><b>Product Match</b>/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p><b>Sole Source</b> / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p><b>Emergency Repair</b> / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	