

Board Office Use: Legislative File Info.	
File ID Number	13-2089
Committee	Facilities
Introduction Date	9/25/13
Enactment Number	13-2040
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



OAKLAND UNIFIED SCHOOL DISTRICT

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

NVB Playgrounds, Inc.

(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: NVB PLAYGROUNDS, INC Date: 4-25-13
By: Nancy Brecklove
Its: Vice President



Quote #29992

EXHIBIT A
 NVB Playgrounds, Inc.
 d.b.a. AAA State of Play
 10725 Hidden Oak Way
 Indianapolis, IN 46236
 PH: (317) 826 - 2777
 FX: (317) 823 - 3567

Ship Via:	Freight
Request By:	Mandy
Quote Out:	4/23/2013

Quote # 29992

Customer ID:

Bill To: Eric Sih
Company: Oakland Unified School District
Address: 955 High St .
City: Oakland
State: CA **Zip:** 94601
Phone: 510-535-7077
Country: USA
Add Type: School ▼
Fax:
Email: eric.sih@ousd.k12.ca.us

Ship To: Eric Sih
Company: Oakland Unified School District
Address: 900 High Street
City: Oakland
State: CA **Zip:** 94601
Phone: 510-912-7915
Country: USA
Add Type: ▼
Cust Order#:

Product ID	Description	Weight	#	Price	Amount
T42RASS	Backrest Style Expanded Steel Round Tbl	200	1	\$894.00	\$894.00
	YELLOW Matte Polyethylene Table/Seat, Powder Coat Frame				
T46L	Lazy Lounge Square Table-4 seat	238	5	\$514.00	\$2,570.00
	GREEN Matte Polyethylene Table/Seat, Powder Coat Frame				
T46L-3ADA	Lazy Lounge Square Table-3 seat ADA	238	2	\$537.00	\$1,074.00
	GREEN Matte Polyethylene Table/Seat, Powder Coat Frame				
UMBMKT75	7 1/2" Diameter, 8 Rib Octagon, Wood Pole, with Pulley, No Tilt Color TBD	30	8	\$304.00	\$2,432.00
UMBSTAND	Umbrella Stand, 6-1/2" Tall x 16" Diameter Color TBD		8	\$77.00	\$616.00
	ADDITIONAL DISCOUNT		1	-\$275.00	-\$275.00
	Delivery with Ships via freight from OK w/ appointment and lift gate. If lift gate not required, deduct \$82.00		1	\$718.00	\$718.00

Subtotal:	\$8,029.00
Shipping:	
Tax Rate:	0%
Sales Tax:	\$0.00
Total Weight:	2,106 lbs
Installation:	
Total:	\$8,029.00

Visit:
www.AAASTATEOFPLAY.com
 for more great deals

QUOTE ONLY
 VALID FOR 30 DAYS FROM DATE OF ISSUE



Quote #29901

NVB Playgrounds, Inc.
 d.b.a. AAA State of Play
 10725 Hidden Oak Way
 Indianapolis, IN 46236
 PH: (317) 826 - 2777
 FAX: (317) 823 - 3567

Ship Via:	Freight
Request By:	Mandy
Quote Out:	4/22/2013

Quote # 29901

WEBCOAT

Customer ID:

Bill To: Eric Sih
Company: Oakland Unified School District
Address: 955 High St.
City: Oakland
State: CA **Zip:** 94601
Phone: 510-535-7077
Country: USA
Add Type: School
Fax:
Email: eric.sih@ousd.k12.ca.us

Ship To: Eric Sih
Company: Oakland Unified School District
Address: 955 High St.
City: Oakland
State: CA **Zip:** 94601
Phone: 510-912-7915
Country: USA
Add Type:
Cust Order#:

Product ID	Description	Weight	#	Price	Amount
T42RASS	Backrest Style Expanded Steel Round Tbl	200	1	\$894.00	\$894.00 ✓
	YELLOW Matte Polyethylene Table/Seat, Powder Coat Frame				\$2570 ✓
T46L	Lazy Lounge Square Table-4 seat	238	X 5	\$514.00	\$3,084.00
	GREEN Matte Polyethylene Table/Seat, Powder Coat Frame				\$1074 ✓
T46L-3ADA	Lazy Lounge Square Table-3 seat ADA	238	X 2	\$537.00	\$537.00
	GREEN Matte Polyethylene Table/Seat, Powder Coat Frame				DOUBLE
CLAMP	Surface Mount Clamp - set of 2 NO NEED FOR LEGS.	5	8	\$12.00	\$96.00
UMBMKT75	7 1/2" Diameter, 8 Rib Octagon, Wood Pole, with Pulley, No Tilt Color TBD	30	8	\$304.00	\$2,432.00 ✓
UMBSTAND	Umbrella Stand, 6-1/2" Tall x 16" Diameter Color TBD		8	\$77.00	\$616.00 ✓
	ADDITIONAL DISCOUNT		1	-\$275.00	-\$275.00 ✓
	Delivery with Ships via freight from OK w/ appointment and lift gate.		1	\$718.00	\$718.00 ✓
	If lift gate not required, deduct \$82.00				\$8029.00

4/22/13 = MANDY WILL REVISE QUOTE TO TAKE OUT
 FLOOR CLAMPS FOR FINAL. SEND PAPER WORK
 IN TO TN FOR SIGNATURE ON 4/22/13 -
 Visit:

www.AAASTATEOFPLAY.com
 for more great deals

Subtotal:	\$8,102.00
Shipping:	
Tax Rate:	0%
Sales Tax:	\$0.00
Total Weight:	2,146 lbs
Installation:	
Total:	\$8,102.00

QUOTE ONLY
 VALID FOR 30 DAYS FROM DATE OF ISSUE

TOTAL = \$8,029.00

Table Accessories



UMBMRKT7.5

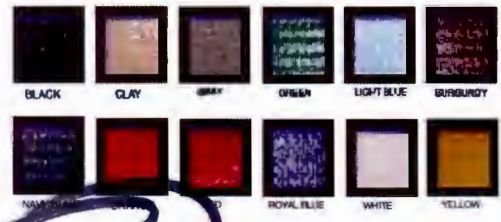
STYLE



UMB8.5

MATERIAL

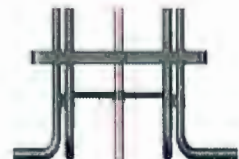
Vinyl Fabric



Canvas Fabric



UMBSTAND



UBRACE™

Note: Colors shown here and throughout the catalog are approximate only and may not be an exact match to our coatings. Please call and request actual samples, if needed.

Model	Description	wt./lbs.
UMB8.5	8 □ Ft. Diameter, 12 Rib, 4 Ply Umbrella with Crank Lift	20
UMB7.5	7 □ Ft. Diameter, 8 Rib, 4 Ply Umbrella with Crank Lift	17
UMBMRKT9	9' Diameter, 8 Rib Octagon, Wood Pole w/ Pulley, No Tilt	35
UMBMRKT7.5	7 □ Ft. Diameter, 8 Rib Octagon, Wood Pole w/ Pulley, No Tilt	30
UBRACE™	Umbrella anchor, High Grade Aluminum with Stainless Steel Bolts	1
UMBSTAND	6 1/2" Tall x 16" Diameter Umbrella Stand filled with Concrete	50

*Product is **Shipped Unassembled**, some assembly is required.
 **Please Note: "not all models are shown". Please refer to Price List for complete list of model numbers and weights.



UMBMKT7.5

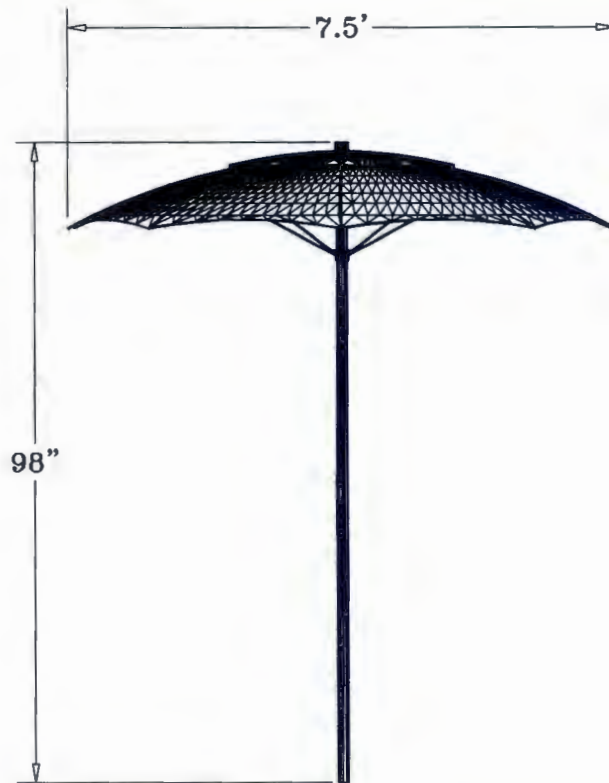
7.5' MARKET UMBRELLA
WOOD POLE WITH PULLEY AND ROPE

WEBCOAT PRODUCTS
P.O. BOX 3160
McALESTER, OKLAHOMA 74501
1-800-505-5101
FAX: (918)426-5924
E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.





SPECIFICATIONS

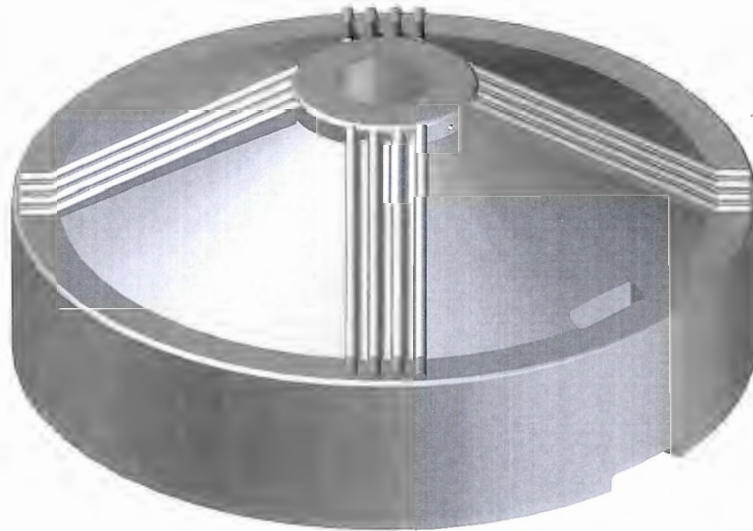
11' TALL X 7.5' DIAMETER, 8 PANEL OCTAGON MARKET UMBRELLA.
WOOD POLE HAS A 2" DIAMETER WITH ANODIZED ALUMINUM ACCENTS FOR BEAUTY AND STRENGTH,
WITH PULLEY AND ROPE FOR OPENING AND CLOSING, NO TILT.

WEIGHT FOR THE UMBMKT7.5 IS 30 LBS.

MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use.
Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine
Webcoat part replacements if needed.

THIS ATTRACTIVE BASE HOLDS THE BOTTOM POLE FIRM AS IT IS BALANCED BY A
 TABLE. A GALVANIZED THUMB SCREW PREVENTS WIND UPLIFT. THE CHIC BASE IS
 FILLED WITH 50 LBS. OF CEMENT.
 THE DIMENSIONS ARE (APPROX) 6 $\frac{1}{2}$ ' TALL AND 16' IN DIAMETER



Mfg. by Visions Innovated Products, Inc.
 P.O. Box 3160
 McAlester, Oklahoma 74502

UMBRELLA BASE

Scale: NTS

Date: 3/18/2008

Drawing #:

By: DORA HOWLETT

Chg:

Date:





T42RASS

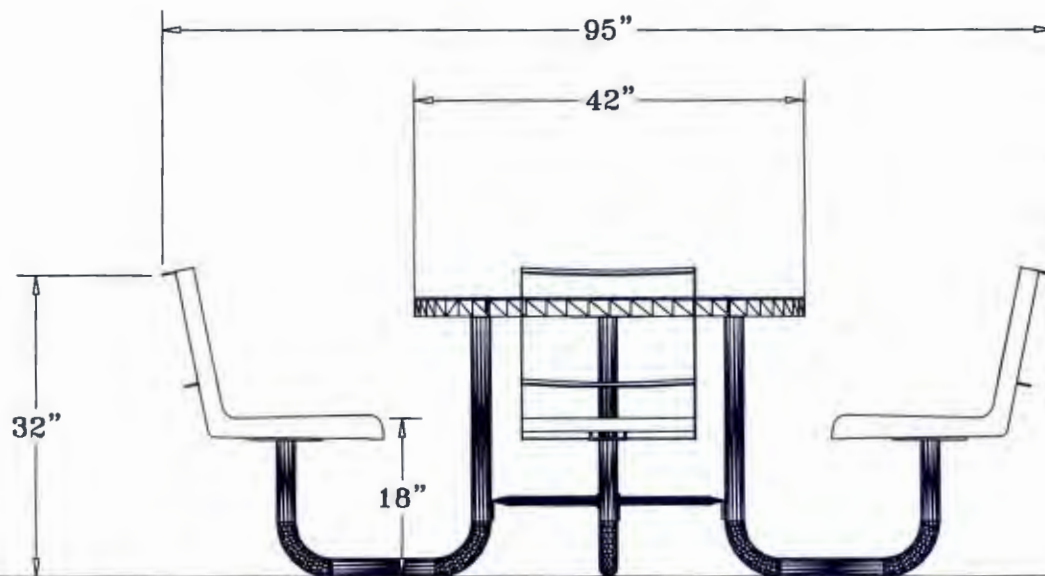
42" ROUND TABLE
SEATS WITH BACKS
PORTABLE DESIGN

WEBCOAT PRODUCTS
P.O. BOX 3160
McALESTER, OKLAHOMA 74501
1-800-505-5101
FAX: (918)426-5924
E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.





SPECIFICATIONS

42" ROUND EXPANDED METAL TABLE WITH FOUR ATTACHED SEATS WITH BACKS.
FRAME IS PORTABLE DESIGN.

COATED WITH A 1/8" TO 1/4" THICK PLASTISOL ULTRAVIOLET STABILIZED VINYL COATING FUSED AND BAKED TO A 90% GLOSS.

TABLE HEIGHT IS 31" APPROXIMATELY. SEAT HEIGHT IS 18" APPROXIMATELY.
TOTAL OVERALL SQUARED DIMENSION IS 95" APPROXIMATELY.

TOP AND SEATS ARE MADE WITH HEAVY DUTY 3/4" #9 EXPANDED METAL INSIDE A 2" X 2" X 1/8" ANGLE IRON FRAME. ALL CENTER BRACES ARE MADE FROM 1 1/2" X 1/4" FLAT STEEL.

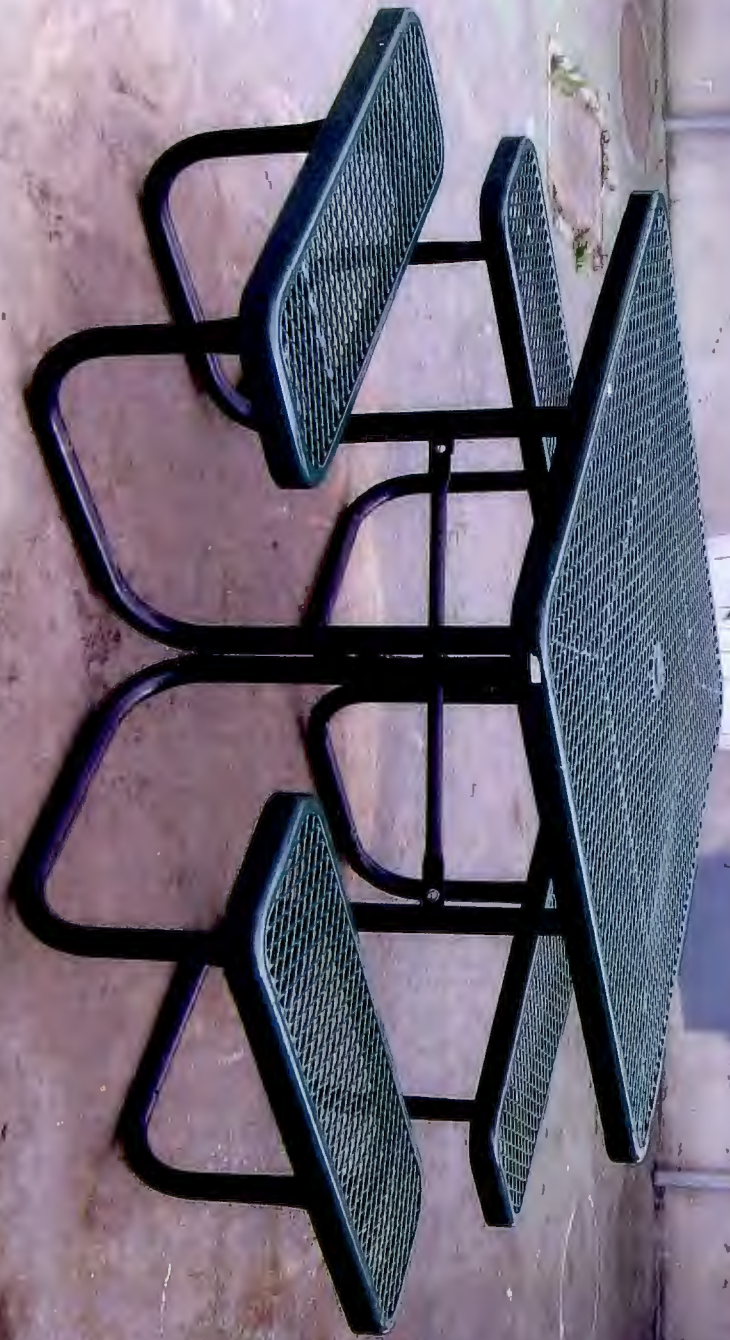
FRAME IS A 2" HEAVY GALVANIZED STEEL TUBING THAT IS GALVANIZED INSIDE AND OUT AND MEETS OR EXCEEDS THE YIELD AND TENSILE OF SCH 40 PIPE. CONSTRUCTED SO AS TO PROHIBIT RAIN WATER FROM COLLECTING AT GROUND LEVEL. COATED WITH A BAKED ON POLYESTER POWDER COAT FINISH.

THE CROSS BRACE IS MADE OF 1" GALV. STEEL TUBING.
ALL HARDWARE IS NON-CORROSIVE.

WEIGHT FOR THE T46RASS IS 200 LBS.

MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use. Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine Webcoat part replacements if needed.





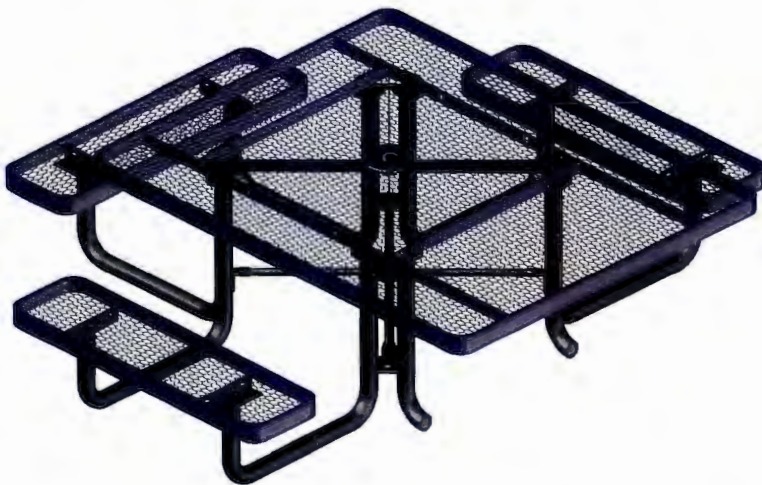
T46UL-3ADA

46" X 57" UNLIMITED STYLE
3 SEAT HANDICAP TABLE
PORTABLE DESIGN

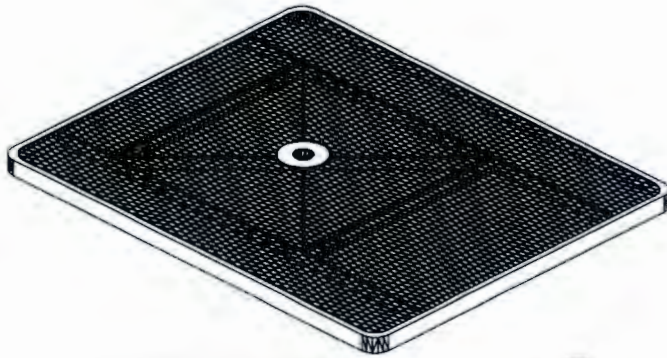
WEBCOAT PRODUCTS
P.O. BOX 3160
McALESTER, OKLAHOMA 74501
1-800-505-5101
FAX: (918)426-5924
E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

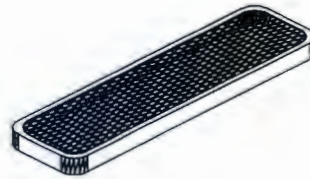
DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.



PARTS IDENTIFICATION



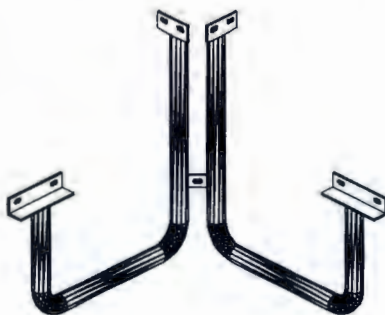
(A) 46" UL-3ADA TOP



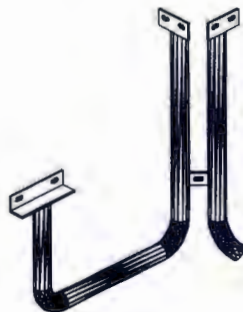
(B) 38" UL SEAT



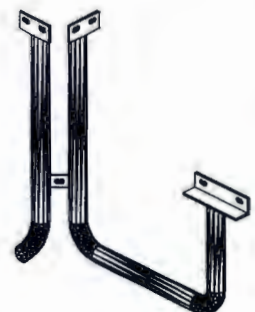
(C) CROSS BRACE



(D) CORNER LEGS



(E) CORNER LEGS-L



(F) CORNER LEGS-R

PARTS LIST

ITEM	PART#	DESCRIPTION	QTY.
A	TT46UL-3ADA	46" UL-3ADA TOP	1
B	S38UL	38" UL SEAT	3
C	CB	CROSS BRACE	1
D	FSQ	CORNER LEGS	2
E	FSQ-L	CORNER LEGS-L	1
F	FSQ-R	CORNER LEGS-R	1

ITEM	HARDWARE DESCRIPTION	QTY.
HW1	5/16" X 18 NYL LOCKNUTS	24
HW2	5/16" X 18GA CAP BOLTS	24
HW3	5/16" FLAT WASHERS	48
HW4	BOLT GUARDS	24

ASSEMBLY TOOLS REQUIRED
2- 1/2" WRENCHES

HARDWARE IDENTIFICATION



(HW1) 5/16" X 18
NYL LOCKNUTS



(HW2) 5/16" X 18
GAUGE CAP BOLTS



(HW3) 5/16"
FLAT WASHERS



(HW4) BOLT
GUARDS

ASSEMBLY PROCEDURES

STEP 1

LAY TOP UPSIDE DOWN ON A SMOOTH FLAT SURFACE. MOUNT ONE SET OF FRAMES TO EACH CORNER OF TABLE, SQUARED TO THE TOP. TABS WELDED ON FRAMES FOR CROSS BRACE MUST BE FACING EACH OTHER. ANGLE IRON ON FRAMES MUST BE BOLTED TO OUTSIDE OF BRACES ON TABLE TOP. FASTEN USING FOUR 5/16" X 1 1/2" CAP BOLTS, EIGHT 5/16" FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

STEP 2

PLACE THE CROSS BRACE ON THE INSIDE OF THE BOTTOM OF SQUARE MADE BY THE FOUR CORNER LEGS, MATCHING HOLES ON THE ENDS TO THE HOLES IN THE TAB WELDED BETWEEN THE LEGS OF EACH CORNER. ATTACH WITH FOUR 5/16" X 1 1/2" CAP BOLTS, EIGHT FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

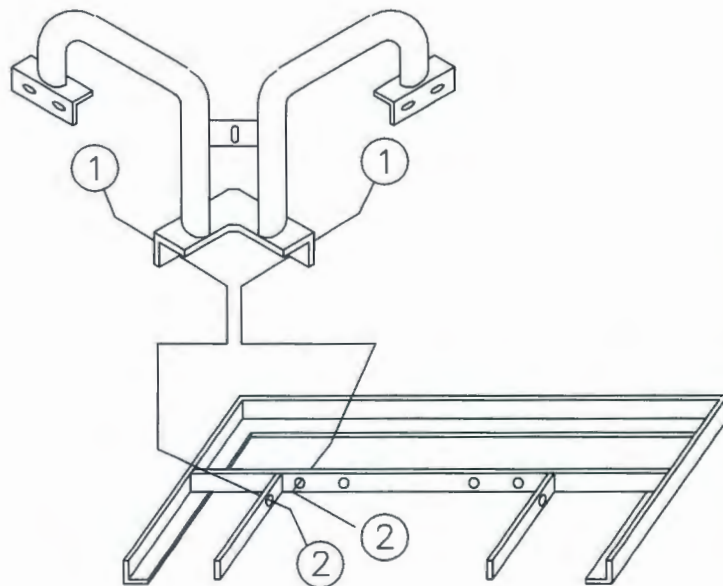
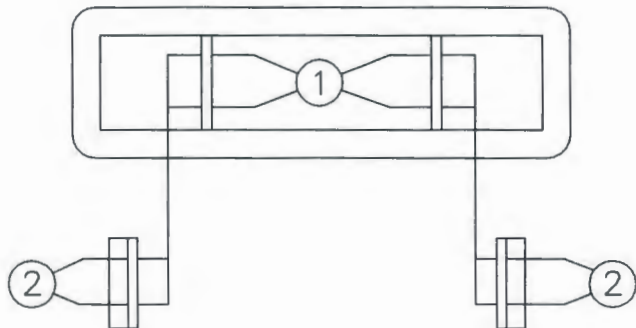
STEP 3

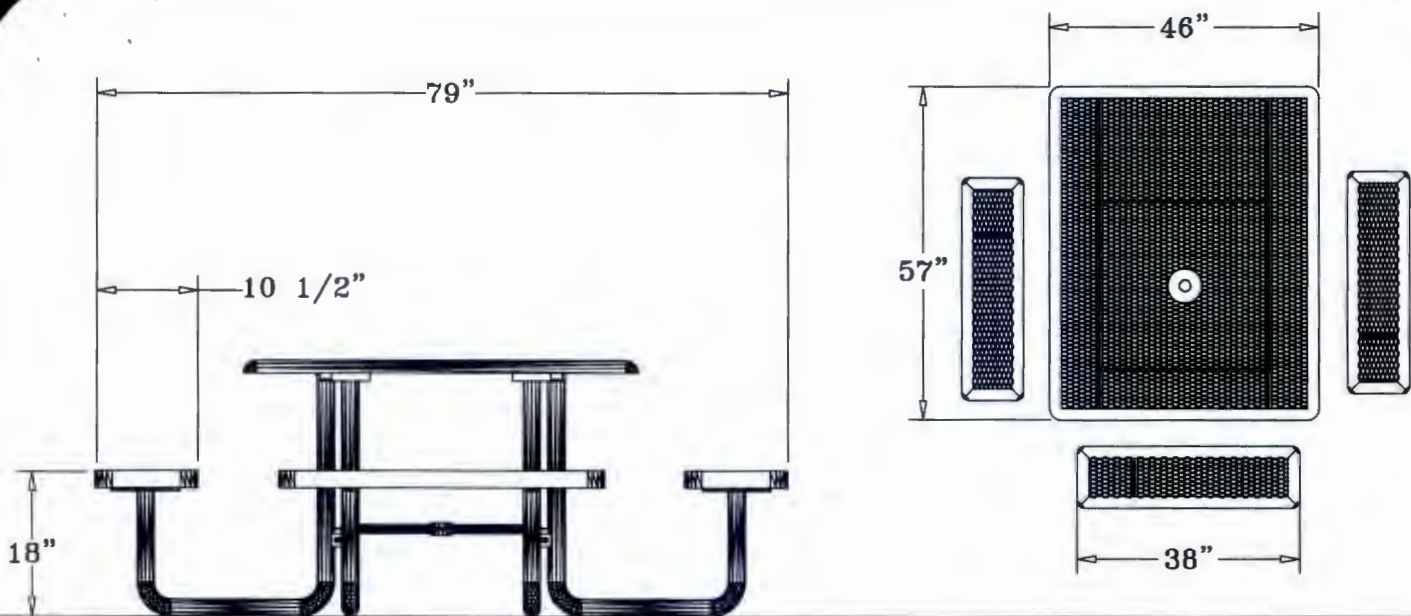
CAREFULLY SET TABLE UPRIGHT. ATTACH THE SEATS TO FRAMES BY MEANS OF TWELVE 5/16" X 1 1/2" HEXBOLTS, TWENTY FOUR FLAT WASHERS AND TWELVE 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

STEP 4

TIGHTEN ALL BOLTS IN ALTERNATING PATTERNS TO KEEP THE FRAMES STRAIGHT UNDER THE TOPS AND SEATS AS YOU ARE TIGHTENING.

1	CAP BOLT & WASHER
2	WASHER & LOCK NUT





SPECIFICATIONS

46" X 57" POLY VINYL COATED EXPANDED METAL ADA TABLE TOP WITH THREE ATTACHED 38" SEATS. ALL CORNERS ARE ROUNDED. THE FRAME IS PORTABLE DESIGN.

COATED WITH A 1/8" TO 1/4" THICK PLASTISOL ULTRAVIOLET STABILIZED VINYL COATING FUSED AND BAKED TO A 90% GLOSS.

TABLE HEIGHT 31" APPROXIMATELY. SEAT HEIGHT IS 18" APPROXIMATELY. TOTAL OVERALL SQUARED DIMENSION IS 79". SEATING CAPACITY IS 6 ADULTS AND 1 WHEELCHAIR.

TOP AND SEATS ARE MADE WITH HEAVY DUTY 3/4" #9 EXPANDED METAL INSIDE OF A 2" X 3/4" X 1/8" ANGLE IRON FRAME. ALL CENTER BRACES ARE MADE FROM 1/4" X 1 1/2" FLAT STEEL.

FRAME IS A 2" HEAVY GALVANIZED STEEL TUBING THAT IS GALVANIZED INSIDE AND OUT AND MEETS OR EXCEEDS THE YIELD AND TENSILE OF SCH 40 PIPE. CONSTRUCTED SO AS TO PROHIBIT RAIN WATER FROM COLLECTING AT GROUND LEVEL. COATED WITH A BAKED ON POLYESTER POWDER COAT FINISH.

THE CROSS BRACE IS MADE OF 1" GALV. STEEL TUBING.

ALL HARDWARE IS NON-CORROSIVE.
WEIGHT FOR THE T46UL-3ADA IS 233 LB.

MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use. Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine Webcoat part replacements if needed.



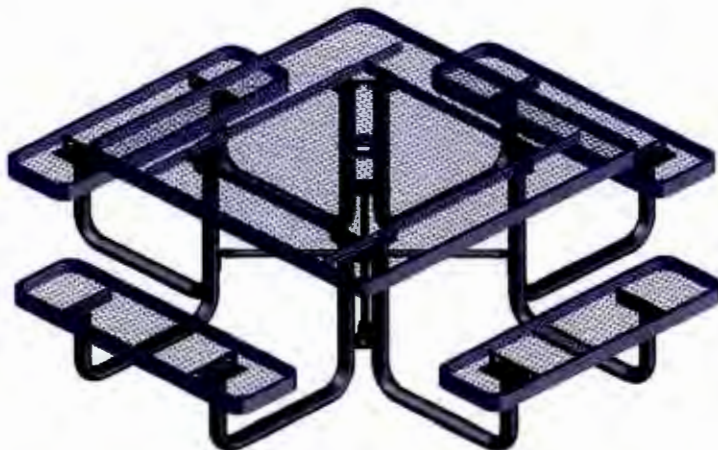
T46L

46" SQ. L SERIES TABLE PORTABLE DESIGN

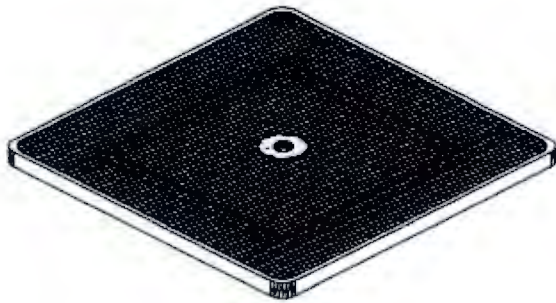
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E-MAIL: WEBCOAT@WEBCOAT.COM

Please take the time to locate and identify each part. Assemble the units on a smooth flat surface. It is also helpful to lay the tops and seats on cardboard or a drop cloth to prevent scratching of the surface during assembly. All parts have been pre-cut and pre-drilled for ease of assembly. All holes are slotted to allow for easy assembly and for final levelling of tops and seats to frames. Fully assemble all parts without totally tightening nuts and bolts. After all assembled go back and retighten nuts to bolts. **DO NOT OVER TIGHTEN NUTS TO BOLTS.** Over tightened nuts can crack the plastisol coating. All the necessary quantities of parts required are listed in this assembly instructions.

DO NOT BEGIN ASSEMBLY UNTIL YOU HAVE READ THESE INSTRUCTIONS AND ARE FAMILIAR WITH THE PARTS.



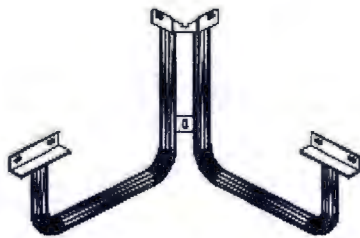
PARTS IDENTIFICATION



(A) 46" SQ L TOP



(B) 38" L SEAT



(C) CORNER LEGS



(D) CROSS BRACE

PARTS LIST

ITEM	PART#	DESCRIPTION	QTY.
A	TT46SQL	46" SQ. L TOP	1
B	S38L	38" L SEAT	4
C	FSQ	CORNER LEGS	4
D	CB	CROSS BRACE	1

ITEM	HARDWARE DESCRIPTION	QTY.
HW1	5/16" X 18 NYL LOCKNUTS	28
HW2	5/16" X 18GA CAP BOLTS	28
HW3	5/16" FLAT WASHERS	56
HW4	BOLT GUARDS	28

ASSEMBLY TOOLS REQUIRED
2- 1/2" WRENCHES

HARDWARE IDENTIFICATION



(HW1) 5/16" X 18 NYL LOCKNUTS



(HW2) 5/16" X 18 GAUGE CAP BOLTS



(HW3) 5/16" FLAT WASHERS



(HW4) BOLT GUARDS

ASSEMBLY PROCEDURES

STEP 1

LAY TOP UPSIDE DOWN ON A SMOOTH FLAT SURFACE. MOUNT ONE SET OF FRAMES TO EACH CORNER OF TABLE, SQUARED TO THE TOP. TABS WELDED ON FRAMES FOR CROSS BRACE MUST BE FACING EACH OTHER. ANGLE IRON ON FRAMES MUST BE BOLTED TO OUTSIDE OF BRACES ON TABLE TOP. FASTEN USING FOUR 5/16" X 1 1/2" CAP BOLTS, EIGHT 5/16" FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

STEP 2

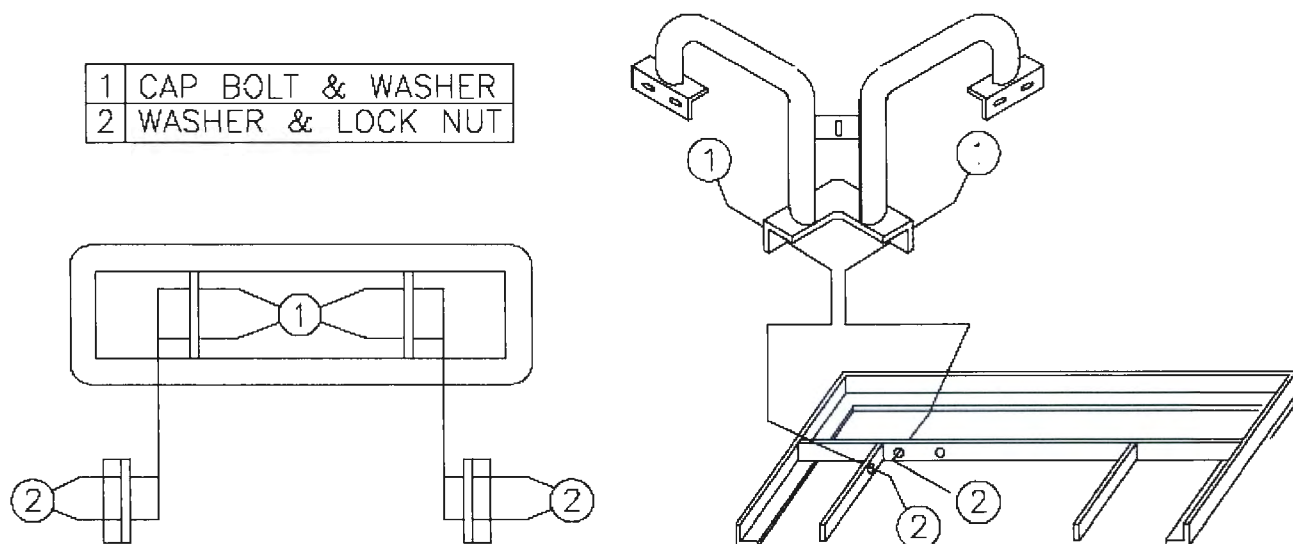
PLACE THE CROSS BRACE ON THE INSIDE OF THE BOTTOM OF SQUARE MADE BY THE FOUR CORNER LEGS, MATCHING HOLES ON THE ENDS TO THE HOLES IN THE TAB WELDED BETWEEN THE LEGS OF EACH CORNER. ATTACH WITH FOUR 5/16" X 1 1/2" CAP BOLTS, EIGHT FLAT WASHERS AND FOUR 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

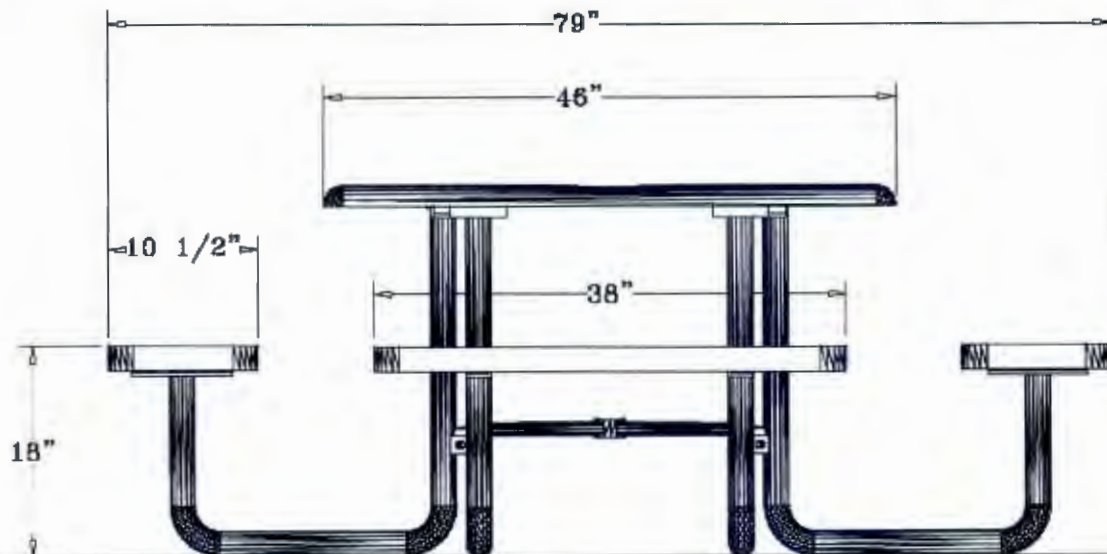
STEP 3

CAREFULLY SET TABLE UPRIGHT. ATTACH THE SEATS TO FRAMES BY MEANS OF SIXTEEN 5/16" X 1 1/2" HEXBOLTS, THIRTY TWO FLAT WASHERS AND SIXTEEN 5/16" NYLOCK NUTS. HAND TIGHTEN ONLY AT THIS TIME.

STEP 4

TIGHTEN ALL BOLTS IN ALTERNATING PATTERNS TO KEEP THE FRAMES STRAIGHT UNDER THE TOPS AND SEATS AS YOU ARE TIGHTENING.





SPECIFICATIONS

46" SQ. POLY VINYL COATED EXPANDED METAL TABLE TOP WITH FOUR ATTACHED 38" SEATS. ALL CORNERS ARE ROUNDED. THE FRAME IS PORTABLE DESIGN.

COATED WITH A 1/8" TO 1/4" THICK PLASTISOL ULTRAVIOLET STABILIZED VINYL COATING FUSED AND BAKED TO A 90% GLOSS.

TABLE HEIGHT 31" APPROXIMATELY. SEAT HEIGHT IS 18" APPROXIMATELY. TOTAL OVERALL SQUARED DIMENSION IS 79". SEATING CAPACITY IS 8 ADULTS.

TOP AND SEATS ARE MADE WITH HEAVY DUTY 1 1/2" #9 EXPANDED METAL INSIDE OF A 2" X 3/4" X 1/8" ANGLE IRON FRAME. ALL CENTER BRACES ARE MADE FROM 1/4" X 1 1/2" FLAT STEEL.

FRAME IS A 2" HEAVY GALVANIZED STEEL TUBING THAT IS GALVANIZED INSIDE AND OUT AND MEETS OR EXCEEDS THE YIELD AND TENSILE OF SCH 40 PIPE. CONSTRUCTED SO AS TO PROHIBIT RAIN WATER FROM COLLECTING AT GROUND LEVEL. COATED WITH A BAKED ON POLYESTER POWDER COAT FINISH.

THE CROSS BRACE IS MADE OF 1" GALV. STEEL TUBING.

ALL HARDWARE IS NON-CORROSIVE.
WEIGHT FOR THE T46UL IS 187 LB.

MAINTENANCE

To maintain luster it is recommended to wash, rinse, and dry the units after prolonged use. Check for loose bolts and nuts and tighten as needed. Contact the factory for genuine Webcoat part replacements if needed.

RECEIVED 4/24/13

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

1061325

DATE SUBMITTED: 4/22/2013

SUBMITTED BY: Eric Sih

REVIEWED BY: [Signature] 4/22/13

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

Bond Program Director

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

Vendor Number: 2012-2013
Fiscal Year: 2012-2013
P.O. Under \$50K: 4-25-2013
Date Processed: 4-25-2013
To: MB To DR: [checked]

Timothy E. White
Asst. Superintendent
Date

Tadashi Nakadegawa
Facilities Director
Date 4/23/13

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:

Table with 4 columns: Local Business, Small Local Business, Small Local Resident Business, Total Percentage. All values are 0.00%.

SECTION III. AGREEMENT INFORMATION:

Project Name: Ralph Bunche Portable Installation
Project No: 13104
Vendor Name: NVB Playgrounds, Inc.
Vendor Contact: Nancy Breedlove
Vendor Phone Number: (317) 826-2777
Vendor Mailing Address: 10725 Hidden Oak Way, Indianapolis, IN 46236
Agreement Start and Stop Dates: Start: 5/23/2013, Stop: 12/31/2013
Amounts: Current Contract Amount: \$0.00, Not to Exceed Amount: \$8,029.00, Revised Contract Amount: \$0.00
Has Work Started? No
Has Work Been Completed? No
Certificate of Insurance Attached No

LEGISLATIVE FILE
File ID No. 13-2069
Introduction Date 9-25
Enactment No. 13-2040
Enactment Date 9-25-13

RECEIVED

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

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form)
2) Date(s) of Bid Advertisement
3) Date of Bid Opening
4) Name of Architect - HY Architects
5) Liquidated damages per day - \$
6) Performance Bonds Attached
7) Payment Bonds Attached

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. Provide site furnishing to Ralph J. Bunche High School including 1x T42RASS, 5x T46L, 2x T46L-3ADA lunch tables, 8x UMBMKT75 and 8x UMBSTAND umbrellas and umbrella stands for Project #13104.

OAKLAND, CA 94601
955 HIGH STREET

Discussion Info: (Needed to prepare Executive Summary) and what is the benefit to students) - Add additional pages as n

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

Funding Source: Fund B5
RES 7710

Susie Butcher 9-10-2013

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>Specialty Service: 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>District Discretion 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>Futility: 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>Field Test / (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>Product Match/(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>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
7.)	<p>Emergency Repair / (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>	