

LEGISLATIVE FILE


File ID No. 13-1169
Introduction Date 6-12-2013
Enactment No. 13-1108
Enactment Date 6-12-13
By _____

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
June 12, 2013

To: Board of Education

From: Tony Smith, Ph.D., Superintendent
Timothy E. White, Associate Superintendent of Facilities Planning & Management, Buildings & Grounds and Custodial Services

Subject: Purchase Contract- Gary Douppnik Manufacturing, Inc. - Havenscourt New Cafeteria and Classroom Building Project



ACTION REQUESTED

Approval by the Board of Education of a Purchase Agreement with Gary Douppnik Manufacturing, Inc. for Portables Purchase on behalf of the Havenscourt New Cafeteria and Classroom Building Project in an amount not to exceed \$90,000.00. The term of Agreement shall commence June 12, 2013 and shall terminate on June 12, 2014.

BACKGROUND

Oakland Unified School District is purchasing the six (6) relocatable portables to continue to have additional classrooms available for Havenscourt New Classroom & New Cafeteria Project.

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.

DISCUSSION

Oakland Unified School District is purchasing six (6) relocatable portables that are installed on the Havenscourt Middle School site.

FISCAL IMPACT

The funding source for this project is County School Facilities Fund.

RECOMMENDATION

Approval by the Board of Education of a Purchase Agreement with Gary Douplik Manufacturing, Inc. for Portables Purchase on behalf of the Havenscourt New Cafeteria and Classroom Building Project in an amount not to exceed \$90,000.00. The term of Agreement shall commence June 12, 2013 and shall terminate on June 12, 2014.

FACILITIES PLANNING
AND MANAGEMENT

CONTRACT FOR PURCHASE OF
SIX PORTABLES BETWEEN 2013 MAY 16 A 11: 40
THE OAKLAND UNIFIED SCHOOL DISTRICT AND
GARY DOUPNIK IN AN AMOUNT NOT TO EXCEED \$90,000.00
FOR OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made as of the 30th day of April, 2013 by and between the OAKLAND UNIFIED SCHOOL DISTRICT ("DISTRICT") and GARY DOUPNIK MANUFACTURING, INC., P.O. BOX 527, LOOMIS, CA 95650-0527 ("VENDOR") at Oakland Unified School District Site.

WHEREAS, the DISTRICT desires to engage VENDOR to furnish the materials and supplies identified in Section 1, Scope of Work, below; and

WHEREAS, VENDOR desires to furnish such materials and supplies and has represented that it possesses the necessary license(s), permit(s) skill and experience to do so.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK:

- 1.1 The scope of the project is to provide payment for the purchase for the six portables (6) from Gary Douppnik Manufacturing, Inc.

2. SCHEDULE AND TIME OF COMPLETION:

- 2.1 The term of Agreement shall commence July 1, 2013 and shall terminate on June 30, 2014.
3.1 VENDOR agrees to perform all of the work included in Section 1 for a total sum of ninety thousand dollars and no cents (\$90,000.00), which sum shall include all labor, materials, taxes, profit, overhead, insurance, third-party vendor costs and all other costs and expenses incurred by VENDOR in performance of this Agreement.

4. MANNER OF PAYMENT:

- 4.1 Prior to receiving payment, the VENDOR's written invoices must be reviewed and approved by Timothy E. White, Assistant Superintendent of Facilities Planning, Buildings & Grounds and Custodial Services and the Director of Facilities. VENDOR's invoices must identify the items provided to the DISTRICT, the cost of the item, the date delivered to the DISTRICT and the DISTRICT location to which the items were delivered.

5. USE OF THIRD-PARTY VENDORS:

- 5.1 VENDOR shall not subcontract any work to be provided by it under this Agreement without the prior written approval of DISTRICT. VENDOR shall be solely responsible for reimbursing any third-party vendors and the DISTRICT shall have no obligation to them.

6. CHANGES BY THE DISTRICT:

- 6.1 In case any work, materials, or equipment shall be required which are not mentioned, specified, indicated or otherwise provided for herein, the VENDOR shall, if ordered in writing by the DISTRICT, do and perform such work and furnish such materials or equipment at the

VENDOR'S unit prices, less discounts ordinarily allowed to users of such materials or equipment, or at regular labor charges, less customary discount, or both.

- 6.2 VENDOR shall provide to DISTRICT a written proposal to perform any changes requested by DISTRICT, which proposal shall include the cost of the material, engineering time, labor for installation if required and a reasonable markup, if any.
- 6.3 In case any work, materials or equipment which are mentioned, specified, indicated or otherwise provided for in the Contract or in the specifications forming a part of the Contract shall be required to be omitted from, in or about the work, the VENDOR shall if ordered by the DISTRICT, omit the performance of such work and the furnishing of such materials, or equipment and there shall be deducted from the amount to be paid to the VENDOR the amount which the DISTRICT and the VENDOR shall determine and mutually agree in writing to be the reasonable value of such work, materials or equipment, and such determination and agreement shall be final and conclusive upon the VENDOR.
- 6.4 In the event that VENDOR encounters any unanticipated conditions or contingencies that may effect the scope of work or services and result in an adjustment in the amount of compensation specified herein, VENDOR, shall so advise the DISTRICT immediately upon notice of such condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given to the DISTRICT prior to the time that VENDOR performs work or services related to the proposed adjustment in compensation.
- 6.5 It is understood, however, that the amount of work, material or equipment required to be furnished by the VENDOR shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Agreement.

7. CHANGES BY THE VENDOR:

- 7.1 If the VENDOR, on account of conditions developing during the performance of the Agreement finds it impracticable to comply strictly with these specifications and applied to the DISTRICT in writing for a modification of the contract requirements, such change may be authorized only in writing by the DISTRICT if not detrimental to the DISTRICT.

8. DISTRICT APPROVAL OF WORK:

- 8.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise VENDOR'S work. DISTRICT shall have the power to reject any material furnished or work performed under the Agreement, which does not conform, to the terms and conditions set forth in the specifications or contract documents, if any.

9. PREVAILING WAGES:

- 9.1 If the work to be performed under this Agreement is a public work of improvement, the VENDOR shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with said Section 1775, the VENDOR shall forfeit as a penalty to the DISTRICT \$25 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any third-party vendor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar date or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by VENDOR.

9.2 Pursuant to the provisions of Section 1773 of the Labor Code, the DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing rates are on file at the DISTRICT Office and are available to any interested party on request. Such wage rates must be prominently posted at the construction site.

10. INSPECTION OF WORK / DEFECTIVE OR DAMAGED WORK:

10.1 DISTRICT shall inspect the materials, equipment and work provided by VENDOR within ten (10) working days of delivery and inform VENDOR in writing of any defects or damage in said work or materials. Any material or equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by the VENDOR hereunder without additional cost to the DISTRICT. VENDOR shall not be responsible for vandalism or damage caused while the GARY DOUPNIK MANUFACTURING, INC. is in DISTRICT's possession.

10.2 VENDOR shall commence repair or replacement of any damaged or defective work, materials or equipment within ten (10) working days of notice by the DISTRICT. In the event of an emergency, which threatens life, safety or public health, DISTRICT shall take immediate corrective action and then notify VENDOR of the work required for abatement of the emergency. If VENDOR fails to comply promptly with any order of the DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to the VENDOR, have the authority to perform the repair, replacement or correction of such work and deduct the cost therefrom from any compensation due or to become due to the VENDOR. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in the Agreement.

11. WARRANTY:

VENDOR hereby warrants that the goods and / or services covered by this contract free from defects.

11.1 VENDOR warrants the goods and/or services covered by this contract to be free of defects in materials and workmanship for a period of one year from the date of substantial completion of the contract, and VENDOR shall pass on all manufacturers' component warranties that may be available. DISTRICT's sole and exclusive remedy under this provision shall be VENDOR's repair or at VENDOR's option, replacement (one of these two options is required of VENDOR within the first year of purchase) of the equipment or rework of the services as applicable, with all such rework to be performed by VENDOR or it's designated third-party vendor. Except as stated in this provision, VENDOR warrants that the equipment shall meet the applicable requirements of the Field Act and other applicable statutes.

11.2 Goods will be received subject to inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on VENDOR. Defective goods rejected by DISTRICT may without prejudice to any legal remedy, be held at VENDOR'S risk and returned to VENDOR at VENDOR'S expense. Defects are not waived by acceptance of goods or by failure to notify VENDOR thereof.

11.3 This warranty shall be effective for a period of no less than one year from the date of delivery and installation of the GARY DOUPNIK MANUFACTURING, INC. and shall survive termination of this Agreement.

12. WARRANTY OF TITLE:

12.1 VENDOR shall warrant to the DISTRICT, its successors and assigns, that the title to the material, supplies or equipment covered by this CONTRACT, when accepted by the DISTRICT or to its successors or assigns, is free from all liens and encumbrances.

13. DISTRICT'S RIGHTS AND REMEDIES FOR DEFAULT:

13.1 The DISTRICT may terminate the Contract at any time by giving the VENDOR thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to VENDOR its allowable costs incurred to date of termination and those costs deemed necessary by VENDOR to effect termination.

13.2 In the event that the VENDOR at any time during the entire term of the CONTRACT breaches the requirements or conditions of the CONTRACT, and does not within five (5) working days (or such other period as the DISTRICT may authorize in writing) of receipt of notice thereof from the DISTRICT, cure such breach or violation, the DISTRICT may demand that VENDOR immediately cease work on the project and require that VENDOR or its surety pay to DISTRICT the cost to complete the work with DISTRICT'S own forces or a VENDOR selected by DISTRICT; or immediately terminate the Contract and pay the VENDOR only its allowable costs to date of the termination. VENDOR and its surety shall be responsible for all costs resulting from or arising out of VENDOR's default of its obligations under this contract.

14. FAILURE TO COMPLETE CONTRACT – EFFECT:

14.1 In case of failure on the part of the VENDOR to complete its contract within the specified time or within an authorized extension thereof, the Contract may be terminated and the DISTRICT shall in such event not thereafter pay or allow the VENDOR any further compensation for any labor, materials or equipment furnished by him under such Contract; and the DISTRICT may proceed to complete such CONTRACT either by reletting or otherwise, and the VENDOR and his bondsmen shall be liable to the DISTRICT for loss or damage which it may suffer on account of the VENDOR'S failure to complete his contract.

15. DAMAGES:

15.1 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the VENDOR or any agent or person employed by him shall be sustained by the VENDOR. Notwithstanding the foregoing, VENDOR will not be responsible nor accept any and all claims and demands for loss of profits or other incidental, consequential and/or punitive damages arising out of or in connection with this Agreement.

16. LIQUIDATED DAMAGES:

16.1 It is agreed by the parties to the Contract that time is of the essence and in the event of delay in the completion of the work, or the delivery of the supplies, material or equipment beyond the date set forth in the contract documents, or beyond authorized extensions thereof, damage will be sustained by the DISTRICT, and that it is and will be impracticable to determine the actual amount of damage by reason of such delay, and that it is therefore agreed that the District shall be paid the amount of zero dollars (\$0) per day as liquidated damages.

16.2 If no amount is set forth above, VENDOR shall be liable for actual damages for each and every calendar day that the time consumed in said completion extends beyond the date herein specified, which sum or sums will be considered as liquidated damages in that the DISTRICT will

suffer by reason of said delay or default. If the delay in delivery is caused by strikes, government controls, or other causes beyond the control of the VENDOR, an extension of time without liquidated damages liability shall be granted by the DISTRICT upon a proper showing and finding by the DISTRICT that the extension is justified.

17. EFFECT OF EXTENSIONS OF TIME:

17.1 Granting, or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release to VENDOR or the surety on VENDOR's faithful performance bond from said guarantee.

18. PERFORMANCE BOND:

18.1 As a condition of award of the agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a performance bond in the amount of Zero Dollars (\$0) with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for faithful performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may surety to the DISTRICT, and each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of Alameda County, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and the taxes on such property so assessed are not delinquent.

19. PAYMENT BOND:

19.1 As a condition of award of this agreement to VENDOR, DISTRICT may require VENDOR to execute and deliver to DISTRICT a payment bond in the amount of Zero Dollars (\$0) with a corporate surety acceptable to the DISTRICT or with two or more sufficient sureties to be approved by the DISTRICT or shall deposit with the DISTRICT a certified check upon some solvent bank for the said amount, for payment of materials, labor and equipment in performance of the Contract. No surety on any bond other than lawfully authorized surety companies shall be taken unless he shall be a payer of taxes upon property not exempt from execution or subject to homestead claim, the assessed value of which over and above all encumbrances is equal in amount to his liabilities on all bonds on which he may be surety to the DISTRICT, an each surety shall certify and make an affidavit signed by him that he is assessed upon the latest assessment roll of a County within the State of California, in his own name, for property in an amount greater than his liabilities on all bonds on which he is surety to the DISTRICT and that the taxes on such property so assessed are not delinquent.

20. INDEMNIFICATION:

20.1 The VENDOR shall indemnify, keep and hold harmless, the DISTRICT, its directors, officers, employees and / or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under the Agreement by the VENDOR, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the VENDOR or its employees; and the VENDOR shall, at its expense pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT its directors, officers, employees and / or agents in any such action, the VENDOR shall at his expense satisfy and discharge the same. This provision shall survive termination of this Agreement.

21. INFRINGEMENT OF PATENTS:

21.1 The VENDOR agrees that he will, at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to the VENDOR prompt notice in writing of the institution of the suit or proceedings and permits the VENDOR through his counsel to defend the same and gives the VENDOR information, assistance and authority to enable the VENDOR to do so.

22. ASSIGNMENT AND DELEGATION:

22.1 The VENDOR shall neither delegate any duties or obligations under this CONTRACT nor assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.

23. EQUAL EMPLOYMENT OPPORTUNITY:

23.1 In connection with the performance of the Agreement, the VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin.

24. ENVIRONMENTAL AND SAFETY HEALTH STANDARDS COMPLIANCE:

24.1 VENDOR shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Contract. The VENDOR shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Contract.

25. HAZARDOUS CHEMICALS AND WASTES:

25.1 The VENDOR shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances arising out of the operations of VENDOR or any third-party vendors during the course of performance of this Contract. The VENDOR shall immediately report any such release to the DISTRICT Project Manager. The VENDOR shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT its directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the DISTRICT.

26. INSURANCE:

26.1 Workers' Compensation.

26.1.1 If VENDOR employs any person to perform work in connection with this Contract, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (1,000,000) per accident or disease.

26.1.2 Prior to commencement of work under this Contract by any such employee, VENDOR shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that thirty (30)

day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.2 Bodily Injury, Death and Property Damage Liability Insurance.

26.2.1 VENDOR shall also procure and maintain at all times during the performance of this Contract, General Liability Insurance (including automobile operation) covering VENDOR and DISTRICT for liability arising out of the operations of VENDOR and any third party vendors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of VENDOR in the performance of work under this Contract. The policy (ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with VENDOR'S activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.

26.2.2 Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

26.2.3 Prior to commencement of work hereunder, VENDOR shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) day advance written notice of cancellation, non-renewal or reduction in limits shall be given to DISTRICT.

26.3 Self-Insurance:

26.3.1 VENDOR'S right to self-insure shall be subject to the approval of the DISTRICT. As a condition to self-insurance, VENDOR shall submit to DISTRICT evidence of sufficient financial reserves for self-insurance.

27. AUDIT AND INSPECTION OF RECORDS:

27.1 During the term of this Agreement, VENDOR shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents relating to this Contract at all reasonable times.

28. DISTRICT REPRESENTATIVE:

28.1 Except when approval or other action is required to be given or taken by Board of Education of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT.

29. NOTICES:

29.1 All communications relating to the day-to-day activities of the project shall be exchanged between the DISTRICT'S Project Manager Timothy White and the VENDOR'S Richard Sheffield. All other notices and communications deemed by either party to be necessary or

desirable to be give to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

To DISTRICT: Timothy E. White, Assistant Superintendent
Oakland Unified School District
Facilities Department
955 High Street
Oakland, California 94601

To VENDOR: Sherri Doupnik
GARY DOUPNIK MANUFACTURING, INC.
P.O. Box 527
Loomis, CA 95650-0527

29.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

30. DISTRICT'S RESPONSIBILITIES

30.1 DISTRICT shall be solely responsible for compliance with applicable building codes, for obtaining any type of building permits and licenses that may e required in the project, and for payment of state and local taxes which may be applicable to the sale covered by this Agreement. As noted above, VENDOR certifies that equipment shall meet the requirements of the Education Code of the State of California.

30.2 DISTRICT shall provide and maintain a roadway to each building site so that trucks can drive alongside the building site; provide suitably leveled and compacted area at the building site for the support of crane operation in installation of the equipment, furnish power for VENDOR's machine tools during the course of installation and furnish reasonably necessary utility services required by VENDOR in the performance of the contract at the job site.

31. AUTHORIZATION OF SIGNATORIES

Each individual and entity executing this Contract hereby represents and warrants that he, or she or it has the capacity set forth on the signature page hereof with full power and authority to bind the parties on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

32. ATTORNEYS' FEES:

32.1 If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

33. APPLICABLE LAW:


33.1 This Contract, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California. Any dispute regarding the Contract shall be adjudicated or mediation occurs, mediated in the County of Alameda, State of California.

34. BINDING ON SUCCESSORS:

34.1 All of the terms, provisions and conditions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

VENDOR:

By: 
Title: Pres. Douppnik

Dated: 5-15-13


OAKLAND UNIFIED SCHOOL DISTRICT

By: 
David Kakashiba, President, Board of Education

Dated: 6/13/13

By: 
Edgar Rakestraw, Jr., Secretary of the Board

Dated: 6/13/13

By: 
Timothy E. White, Assistant Superintendent
Division of Facilities, Planning and Management
Buildings and Grounds and Custodial Services

Dated: _____

Approved as to form:


Cate Boskoff, Facilities Counsel

Dated: 5-21-13



GARY DOUPNIK MANUFACTURING, INC.

4/10/13

Oakland Unified S.D.

Eric Scheuermann eric.scheuermann@ousd.k12.ca.us

Re: Purchase of Portable

Eric,

The purchase price of the 6 classrooms currently at Havenescourt is \$15,000 each.

Purchase Price

6 - 24x40 classrooms	\$90,000
Sales Tax	<u>N/A</u>
Total Purchase (as is where is)	\$90,000

Let me know the District's decision and I will send you an invoice.

Thanks,

Sherrie Doupnik

PURCHASE ORDER AGREEMENT ROUTING FORM

Project Information			
Project Name	Havenscourt New Cafeteria & Classroom Project	Site	Havenscourt Middle School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	Gary Doupnik Manufacturing	Agency's Contact	Sherrie Doupnik
OUSD Vendor ID #	I012262	Title	Project Manager
Street Address	P.O. Box 527	City	Loomis State CA Zip 95650
Telephone	916-652-9291	Policy Expires	NA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	07030		

Term			
Date Work Will Begin	6-12-2013	Date Work Will End By (not more than 5 years from start date)	6-12-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 90,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	2079003835	6250	\$90,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Charles Love	Phone	510-535-7081 Fax 510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature 	Date Approved	5-16-13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature 	Date Approved	5-21-13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature 	Date Approved	5/31	
4.	President, Board of Education			
	Signature	Date Approved		