| Board Office Use: Le    | gislative File Info. |
|-------------------------|----------------------|
| File ID Number          | 12-0726              |
| Committee               | Facilities           |
| Introduction Date       | 3-28-2012            |
| <b>Enactment Number</b> | 12-0986              |
| Enactment Date          | 3-29-12-82           |



Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent, Facilities Planning and Management

**Board Meeting Date** 

March 28, 2012

Subject

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

**Action Requested:** 

Ratification by the Board of Education of the attached contracts for the Division

of Facilities Planning and Management.

| File ID | Vendor Name                              | \$          | Funding Source | Type             | Site                          | Period                        | City             |
|---------|--|-------------|----------------|------------------|-------------------------------|-------------------------------|------------------|
| 12-0705 | 911 Restorations                         | \$2,541.27  | Measure A      | P.O.<br>Increase | Claremont<br>Landscaping      | 6-28-11 thru<br>8-27-11       | Richmond         |
| 12-0706 | Associate Comfort<br>Systems             | \$13,900.00 | Fund 35        | P.O.             | Skyline HS                    | 12-12-11<br>thru 1-24-12      | San Leandro      |
| 12-0707 | Associate Comfort<br>Systems             | \$11,700.00 | Fund 35        | P.O.             | MLK Jr. MS                    | 11-28-11<br>thru 12-28-<br>12 | San Leandro      |
| 12-0708 | Bay City Mechanical                      | \$1,051.57  | Measure B      | P.O.             | Chabot ES                     | 2-27-12 thru<br>12-31-12      | Richmond         |
| 12-0709 | Best In the West<br>Construction Cleanup | \$2,200.00  | Measure B      | P.O.             | Elmhurst<br>Mod               | 1-16-12 thru<br>6-30-12       | Hayward          |
| 12-0710 | California Business<br>Systems           | \$1,945.00  | Measure A      | P.O.             | Facilities                    | 1-3-12 thru<br>1-13-14        | Oakland          |
| 12-0713 | CDW-G                                    | \$1,959.83  | Measure B      | P.O.             | Urban<br>Promise              | 3-1-12 thru<br>5-1-12         | Verono Hills, II |
| 12-0714 | Clearwire                                | \$1,285.00  | Measure B      | P.O.             | Madison<br>Health<br>Centger  | 2-13-12 thru<br>12-31-12      | San Jose         |
| 12-0715 | Diablo Boiler                            | \$2,327.39  | Measure B      | P.O.             | Chabot New<br>Classroom       | 1-30-12 thru<br>12-31-12      | Antioch          |
| 12-0717 | Elation Systems                          | \$1,380.00  | Measure B      | P.O.<br>Increase | Labor<br>Compliance           | 6-30-11 thru<br>7-1-12        | Oakland          |
| 12-0718 | Eric Young                               | \$450.00    | Measure A      | P.O.             | Elmhurst                      | 3-2-12 thru<br>3-2-12         | Oakland          |
| 12-0716 | IVS Computer<br>Technology               | \$8,375.33  | Measure A      | P.O.             | Claremont<br>Landscaping      | 12-19-11<br>thru 12-30-<br>11 | Bakersfield      |
| 12-0719 | JDH Corrosin<br>Consultants, Inc.        | \$5,750.00  | Measure B      | P.O.             | Montclair<br>New<br>Classroom | 12-21-11<br>thru 5-1-12       | Concord          |
| 12-0720 | Leo's Professional<br>Audio, Inc.        | \$19,143.40 | Measure B      | P.O.             | Highland ES                   | 4-1-12 thru<br>8-15-12        | Oakland          |
| 12-0721 | Macy Movers, Inc.                        | \$5,610.00  | Measure B      | P.O.             | Lowell Mod                    | 3-1-11 thru<br>3-30-11        | Oakland          |



| 121-0724 | Maxut                             | \$2,042.25   | Measure A      | P.O. | Facilities                             | 2-7-12 thru                | Oakland       |
|----------|-----------------------------------|--------------|----------------|------|--|----------------------------|---------------|
|          |                                   |              |                |      |  | 2-16-12                    |               |
| 12-0726  | North American Fence & Railing    | \$425.00     | Developer Fees | P.O. | Garfield<br>Portable                   | 10-15-2011<br>thru 2-29-12 | Oakland       |
| 12-0727  | PG&E Integrated Processing Center | \$5,000.00   | Fund 35        | P.O. | Facilities                             | 1-4-12 thru<br>2-4-12      | San Francisco |
| 12-0728  | PG&E Integrated Processing Center | \$150,000.00 | Fund 35        | P.O. | Facilities                             | 12-15-11<br>thru 2-15-12   | San Francisco |
| 12-0729  | Reed Brothers                     | \$348.86     | Measure B      | P.O. | Lowell Mod                             | 2-14-12 thru<br>2-14-12    | Oakland       |
| 12-0730  | Safeplay by Design, Inc.          | \$1,600.00   | Measure B      | P.O. | Laurel CDC                             | 5-1-12 thru<br>12-31-13    | Elk Grove     |
| 12-0731  | Safeplay by Design, Inc.          | \$900.00     | Measure B      | P.O. | Stonehurst<br>CDC                      | 5-1-12 thru<br>8-1-13      | Elk Grove     |
| 1209732  | Snader Associates                 | \$25,000.00  | Fund 35        | P.O. | La Escuelita                           | 3-1-12 thru<br>12-31-12    | San Rafael    |
| 11-3023  | Southwest Interiors               | \$45,000.00  | Measure B      | P.O. | Montera Mod                            | 8-25-11 thru<br>8-25-12    | Auburn        |
| 12-0733  | SunEnergy                         | \$6,402.63   | Fund 35        | P.O. | Chabot<br>Caldecott<br>Tunnel<br>Grant | 2-13-12-thru<br>12-31-12   | Oakland       |

## 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.

OAKLAND UNIFIED SCHOOL DISTRICT Department of Facilities Planning and Management AGREEMENT REQUEST FORM DATE SUBMITTED: 1/25/2012 **Donald Chew** SUBMITTED BY: SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX) A/E (Architect and Engineers) Contract 5.) "Small" (under \$15.000:00) Const Resolution Awarding Bid and Construction C 2.) IOR (Inspector of Record Contract) 6.) Agreement for Professional Services - Testing 7.) 3.) Etc. Purchase Order Amendment to Agreement for Professional 8.) 4.) Services Date Tadashi Nakadegawa Timothy E. White Vendor Number: Facilities Director Asst. Superintendent Fiscal Year: LOCAL BUSINESS PARTICIPATION PERCENTAGE: SECTION II. P.O. Under \$50K Small Local Resident Businesse Processed rent Small Local Business Local Business To: MB 0.00% 100.00% 0.00% AGREEMENT INFORMATION: SECTION III. Project No: Garfield Portable Removal 07141 Project Name: Vendor Contact: Vendor Name: North American Fence & Railing, Inc. Sean Johnson Vendor Phone (510) 436-0755 Vendor Mailing 515 23rd Avenue Oakland, CA 94606 Address: Number: Amounts Agreement Start and Start: 10/15/2011 Current Contract Amount: \$2,320.00 Stop Dates: 2/29/2012 Jody London Not to Exceed Amount: \$425.00 Stop: President, Board of Education Revised Contract Amount: \$2,745.00 Has Work Started? Has Work Been Yes Yes V No ✓ No ompleted? If yes give an explanation Date: Date provided: Certificate of Insurance Attached Yes For Construction Contracts >\$15,000, please provide or attach the following: 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents) 6) Performance Bonds Attached 2) Date(s) of Bid Advertisement -7) Payment Bonds Attached 3) Date of Bid Opening -4) Name of Architect -(Sections 6 and 7 to be completed by Contract Administration department) 5) Liquidated damages per day - \$ Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. This Agreement Request is for increasing the Contract Amount for P.O. #1204059 by the additional amount of \$423.00. The revised Contract Amount is \$2,745.00 10975 Provide and install a 3 feet high X 3 feet wide access gate to the chain link fence per attached 8: 33

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 Two (2) portable classroom buildings were removed this past summer. A new 3 feet high X 75 lineal feet fence is to be

installed to provide separation from the playing field and the drainage ditch for the safety of the students and participants of the playground. The principal requested that a vate be provided and installed to allow access to the fenced area and to retrieve errant balls that land in that area.

Funding Source: **Budget Number:** 



# North American Fence & Railing, Inc. Lic. # 961501 Local Union 304

515 23rd Avenue, Oakland, CA 94606 Tel (510) 436-0755 Fax (510) 534-5405

Date: 10/4/11 1/19/12

To: OUSD Attn: DON

Re: Garfield Revised

Install 75 L.F. of 3' high chain link fence (terminals existing)

Reconnect 3 L.F. section of 10' high fence

| Buyers acceptance:                     | Date: |   |   |
|--|-------|---|---|
| Add option for chain link roof.        |       |   |   |
| Price: \$1,665.00                      |       | * | ٩ |
| Buyers acceptance:                     | Date: | _ |   |
| Add for 3' high x 3' wide access gate. |       |   |   |
| Price: \$425.00                        |       |   |   |
| Buyers acceptance:                     | Date: |   |   |

### Notes and Exclusions:

- Prices are valid for 30 days from submittal date
- North American Fence & Supply, Inc. (NAFCO) reserves the right to amend the proposed costs due to changes in material costs or if the project changes in any way either by addition or deletion of any items listed in this Bid.
- We exclude all electrical work, conduit and fence electrical grounding.
- We exclude all demolition, clearing, grubbing, grading and drilling unless specifically listed above.
- We exclude all permits, underground utility location (except as identified by USA Underground) and the costs of complying with owner restrictions unless specifically listed above
- Grades, Lines, Elevations and Site Surveys by Contractor. Contractor shall stake and clearly mark corner post locations and the radius point, BC and EC for Curved fence lines.
- Free and Clear access for delivery, work trucks and erection equipment.
- If payment to NAFCO is delayed because (a) Owner fails to make timely payment of amounts certified and approved, or (b) Contractor fails to make timely payment after receiving funds from the owner for NAFCO's work, or (c) because Owner declines to approve or certify payment for reasons not the fault of or directly related to NAFCO's work, then NAFCO may suspend work after giving at least five (5) days written notice to Contractor of the intent to suspend and the date of intended suspension. Should NAFCO's work be thereafter suspended for at least twenty-one (21) days, NAFCO may terminate the subcontract upon written notice of termination to Contractor. NAFCO shall be entitled to payment in full for all work performed, plus twenty eight percent (28%) of

- the estimated value of the terminated work to compensate NAFCO for demobilization, loss of overhead, manufacturing and office expense and anticipated profit.
- This proposal must be made a part of any Subcontract, Purchase Agreement or Change Order issued by the Prime Contractor.

Thank you, Sean Johnson 510-778-5895