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| Board Office Use: Legislative File Info. | |
| File ID Number | 13-1970 |
| Committee | Facilities |
| Introduction Date | 8-28-2013 |
| Enactment Number | 13-1804 |
| Enactment Date | 8-28-13 |



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent
and Secretary of the Board of Education
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 28, 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 |
|------------|-------------------------------------|-------------|-------------------------------|------|--|-----------|------------------|
| 13-1859 | Air Sea Containers | \$1,948.00 | County School Facilities Fund | P.O. | Ralph Bunche Portable Installation | 5-17-2013 | Oakland |
| 13-1860 | Asbestos Management Group | \$2,600.00 | Measure B | P.O. | Lowell MS Modernization | 7-2-2013 | Oakland |
| 13-1861 | Associates Comfort Systems | \$980.00 | County School Facilities Fund | P.O. | La Escuelita Educational Center | 7-25-2013 | San Leandro |
| 13-1862 | Bayview Environmental Services Inc. | \$7,850.00 | County School Facilities Fund | P.O. | Oakland Tech Seismic Retrofit | 7-11-2013 | Oakland |
| 13-1863 | Charles M. Salter Associates, Inc. | \$2,650.00 | Measure B | P.O. | Highland New Classroom Building | 7-11-2013 | San Francisco |
| 13-1864 | Danda Hauling & Trucking | \$1,400.00 | County School Facilities Fund | P.O. | Stonehurst CDC Building Replacement | 5-28-2013 | Brisbane |
| 13-1865 | Digital Design Communications | \$3,851.19 | Developer Fee | P.O. | La Escuelita Educational Center | 4-2-2013 | Oakland |
| 13-1866 | Elation Systems | \$35,200.00 | Measure B | P.O. | Labor Compliance Software | 6-26-2013 | Pleasanton |
| 13-1867 | Graham Tree Services, Inc. | \$4,500.00 | County School Facilities Fund | P.O. | Ralph Bunche Portable Installation | 7-8-2013 | San Leandro |
| 13-1868 | H&M Mechanical Group | \$3,800.00 | Measure B | P.O. | Highland New Classroom | 7-24-2013 | Oakland |
| 13-1869 | HY Hibser Yamauchi Architects, Inc. | \$20,000.00 | Fund 67 | P.O. | District Administration Planning Studies | 6-18-2013 | Oakland |
| 13-1870 | J&R Fence, Inc. | \$21,213.00 | County School Facilities Fund | P.O. | J&R Fence, Inc. | 4-18-2013 | San Leandro |
| 13-1871 | Musson Theatrical | \$12,952.00 | County School Facilities Fund | P.O. | Oakland Technical Seismic Retrofit AB300 | 4-2-2013 | Santa Clara |
| 13-1872 | NVB Playgrounds, Inc. | \$2,452.00 | County School Facilities Fund | P.O. | Stonehurst CDC Building Replacement | 5-17-2013 | Indianapolis, IN |
| 13-1874 | Peninsulators | \$1,745.00 | County School Facilities Fund | P.O. | Stonehurst CDC Building Replacement | 5-17-2013 | San Jose |
| 13-1875 | School Dude | \$6,648.31 | Fund 40 | P.O. | Building & Grounds | 4-9-2013 | Cary, NC |
| 13-1876 | School Dude | \$19,300.95 | Deferred Maintenance | P.O. | Building & Grounds | 4-22-2013 | Cary, NC |



OAKLAND UNIFIED SCHOOL DISTRICT

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|---------|------------------------------------|-------------|-------------------------------|------|---|-----------|----------------|
| 13-1877 | School Outfitters | \$3,866.16 | County School Facilities Fund | P.O. | School Outfitters | 6-12-2013 | Cincinnati, OH |
| 13-1878 | Telemax Communications | \$30,000.00 | Fund 1 | P.O. | Telemax Communications | 6-7-2013 | Dublin |
| 13-1879 | The Davey Tree Expert Tree Company | \$6,800.00 | Measure A | P.O. | Arroyo Viejo CDC Renovation of Building | 4-8-2013 | San Ramon |
| 13-1881 | WiLine | \$35,000.00 | Fund 67 | P.O. | District Administration Relocation | 6-18-2013 | San Mateo |

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:

2013 APR 29 P 12:54
ACTIVITIES PLANNING
MANAGEMENT

PURCHASE ORDER TERMS AND CONDITIONS

J&R Fence 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.

N/A
BF

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: Brett Finbag
By: J&R Fence Inc
Its: Estimator

Date: 4/26/13

Certified:

Gary Yee Ed.D. Secretary
Board of Education

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

RECEIVED 4/15/13
4058788

DATE SUBMITTED: 4/4/2013

SUBMITTED BY: Eric Sih

REVIEWED BY: [Signature]

Bond Program Director

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

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

Vendor Number: 2012-2013
Fiscal Year: 2012-2013
PO Under \$50K: 4/26/2013
Date Processed: 4/26/2013
To: MB To DR:

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 |
|----------------|----------------------|-------------------------------|------------------|
| 0.00% | 0.00% | 0.00% | 0.00% |

SECTION III. AGREEMENT INFORMATION:

| | | | |
|---------------------------------|--|--------------------------|---|
| Project Name: | Ralph Bunche Portable Installation | Project No: | 13104 |
| Vendor Name: | J&R Fence, Inc. | Vendor Contact: | Brett Finberg |
| Vendor Phone Number: | (510) 357-3214 | Vendor Mailing Address: | 580 Harlan Street San Leandro, CA 94577 |
| Agreement Start and Stop Dates: | Start: 4/17/2013 Stop: 12/31/2013 | Amounts: | Current Contract Amount: \$0.00 Not to Exceed Amount: \$21,213.00 Revised Contract Amount: \$21,983.00 |
| Has Work Started? | <input checked="" type="checkbox"/> Yes Date: 8/28/13 | Has Work Been Completed? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date: 4/15/13 |

3099003890-6274

EXECUTIVE FILE
File ID No. 13-1870
Introduction Date: 8-28-2013
Amendment No. 13-1801
Change Date: 8/28/13
If yes give an explanation: [Signature]

Certificate of Insurance Attached Yes No

Date provided:

RECEIVED
4-16-2013

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)
- 2) Date(s) of Bid Advertisement -
- 3) Date of Bid Opening -
- 4) Name of Architect -
- 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.

Replace fence along Poplar and 19th Street with 8' tall 1" mesh fencing. This includes (2) man-gates and double-swing gate for trash access along 19th Street. The rolling gate along 18th Street will also be extended by 4' in order to provide adequate access for the installation of the new portables.

Discussion Info: (Needed to prepare Executive Summary)

(Provide detailed background and why is contract required)

and what is the benefit to students) - Add additional pages as needed
The fence replacement was requested for added site security.

Funding Source:

Round 35
RES 7710

Budget N

ACCOUNTING DEPARTMENT
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

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.) | 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." | |
| 2.) | 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. | ✓ |
| 3.) | 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.) | |
| 4.) | 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 | |
| 5.) | 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 | |
| 6.) | Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410 | |
| 7.) | 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. | |

EXHIBIT A

By accepting this bid by fax you accept all terms and conditions included in this bid and become part of your subcontract to J&R Fence Inc.

**J&R Fence Inc
580 Harlan Street
San Leandro Ca 94577
Phone # 510 357-3272 Fax # 510 357-1514
BID BY FAX**

Date: 4-10-13

Total - \$ 21,213

**Project: Ralph Bunche
Addendum's Noted 2**

Remove approx 342' plus or minus ' of existing 2" galvanized chain link fabric raise existing fence 2 to 8' high and replace with 1" mesh also included 1- new 20' x8' dbl swing gate and \$ 13,699.00

Add alt #1 install barb bases for future barb wire arms and barb wire. Add \$360.00

Remove approx 4' of existing fence add 4' to existing gate and additional slide gate track add \$1,297.00

Furnish and install approx 4' of new 8' high fence with 1" mesh and 1' 4'x7' single swing gate with exit only device and 1' transom above with loops on exterior latch post and gate so gate can be pad locked \$3,507

Add alt #4 furnish and install closer above gate if needed add \$370.00

There will be no charge to open the existing fence and close back up if we are on site if not on site add \$650.00

Price includes 1 move in .Each extra move in is \$1250.00

Exclusions:

1. All permits, engineering, testing, inspections, signage and traffic control.
2. trenching and all natural gas work, back filling compaction, valves, vaults, boxes and risers , service stubs and testing
3. Supply, installation of rental or temporary construction fence.
4. Removal of spoils, Clearing, grading, grubbing, survey and staking of fence line.
5. Private underground utility repairs and locates, including irrigation systems.
6. Door hardware, locks and installation
7. Saw cutting and core drilling.
8. Fence grounding and electrical both high and low voltage, conduit runs, wire pulls.
9. Waivers of Subrogation / and project specific insurance will be at an additional charge per wavier.
Price good for 30 days from bid date

Buyer shall provide at no cost to J&R Fence Co Inc the following:

1. All weather truck & equipment access for material delivery and installation during project.
2. Insurance provisions will be to the fullest extent of J&R Fence Co Inc current insurance policy.
3. Terms of payment; Net 30 days. (Material on hand payment required on all jobs over \$15,000.00)
4. Liquidated damage charges to J&R Fence co Inc in any case shall not exceed the total value of this contract.
5. Please allow approx 4-6 weeks for coated systems and 12-14 weeks for custom or special order fencing.
6. Special order materials require payment in full before shipping (Greenscreen, Omega, Ameristar, wrought iron and door hardware)
7. This proposal is based on normal digging conditions (price subject to change if unforeseen rock and fill material is encountered).
8. by accepting this bid you agree to all terms and conditions even if they are not written into our subcontract.

The following prices are based on mutually accepted exclusions and Scope of Work. If a subcontract, letter of intent, purchase order or change order is issued for all or part of this proposal. **All terms and conditions are accepted as stated above.**

**Sincerely, Brett Finberg
Cell # 510-917-8317**

J&R Fence Co Inc



North American Fence & Railing, Inc. Lic. # 961501

Local Union 304, Oakland SLBE Certification #5389

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

Date: 4/1/13

To: OUSD

Attn: Eduardo

Project: Ralph Bunche

Specification section reference: None

North American Fence proposes to retrofit existing fence.

Option 1 extend fence and add barbwire:

QTY:

- ✓ (224 L.F.) Extend fence 2'6" with stub ups and 1" mesh (Poplar St.)
- ✓ (85 L.F.) Extend fence 2' with stub ups and 1" mesh (19th St.)
- (1 each) Extend double gate height 2' and add barbwire (19th St.)
- (1 each) Extend gate length to 20' (18th St.)
- (8 L.F.) Remove fence to accept 20' gate
- (1 each) Add required pipe track for 20' gate

Price: \$12,741.00

Option 2 extend fence with no barbwire (top of finish fence height to airline adjacent fence top row of barbwire:

QTY:

- ✓ (224 L.F.) Extend fence 4' with stub ups and 1" mesh (Poplar St.)
- ✓ (85 L.F.) Extend fence 3' with stub ups and 1" mesh (19th St.)
- (1 each) Extend double gate height 3' (19th St.)
- (1 each) Extend roll gate length to 20' (18th St.)
- (8 L.F.) Remove fence to accept 20' gate
- (1 each) Add required pipe track for 20' gate

Price: \$15,533.00

(excludes (2) man-gates, closer, push bar & remobilization)

Notes and Exclusions:

- Prices are valid for 30 days from submittal date.
- Price is for 1 move in until project is complete. Additional move ins required by owner are \$800.00
- We exclude all electrical work, conduit and fence electrical grounding unless specifically listed above.
- 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.

- Free and Clear access for delivery, work trucks and erection equipment.
- 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



PROPOSAL

AHLBORN FENCE & STEEL, INC.
1230 CENTURY COURT
SANTA ROSA, CA 95403-1042
(707) 573-0742

PROPOSAL #: 003634

DATE: 03/29/13

Bunche

CLIENT: SGI
SGI Construction Management
955 High St
Oakland, CA.

CONTACT: Eric Sih
PHONE: (510) 535-7077
FAX: (510) 535-7069

Ahlborn Fence & Steel, Inc. offers to provide materials and labor to complete the following work:

Options:

- Full Replacement*
1. Fence Upgrade at Poplar (replace mesh/no barbed wire) = \$12,950.00
 - a. Approx. 220 linear feet of the existing wire mesh along the fence at Poplar is to be removed.
 - b. The existing terminal and line posts are to be extended approx. 24".
 - c. The existing top rail is to be relocated to accommodate the new fence height.
 - d. Approx. 220 linear feet of new 96" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame.
 2. Fence Upgrade at Poplar (replace mesh/add barbed wire) = \$15,115.00
 - a. Approx. 220 linear feet of the existing wire mesh along the fence at Poplar is to be removed.
 - b. The existing terminal and line posts are to be extended approx. 24".
 - c. The existing top rail is to be relocated to accommodate the new fence height.
 - d. Approx. 220 linear feet of new 96" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame.
 - e. Includes barbed wire at top of the upgraded fence elevation.
 3. Fence Upgrade at Poplar (add mesh/no barbed wire) = \$10,330.00
 - a. The existing terminal and line posts are to be extended approx. 24".
 - b. The existing top rail is to be relocated to accommodate the new fence height.
 - c. Approx. 220 linear feet of new 36" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame (to overlap the existing fabric approx. 12").
 4. Fence Upgrade at Poplar (add mesh/add barbed wire) = \$12,070.00
 - a. The existing terminal and line posts are to be extended approx. 24".
 - b. The existing top rail is to be relocated to accommodate the new fence height.
 - c. Approx. 220 linear feet of new 36" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame (to overlap the existing fabric approx. 12").
 - d. Includes barbed wire at top of the upgraded fence elevation.
 5. Fence & Gate Upgrade at 19th (replace mesh/no barbed wire) = \$8,020.00
 - a. Approx. 100 linear feet of the existing wire mesh along the fence at 19th is to be removed.
 - b. The existing terminal, gate, and line posts are to be extended approx. 24".
 - c. The existing top rail is to be relocated to accommodate the new fence height (not applicable on existing gates).
 - d. Approx. 100 linear feet of new 96" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be
- Add Mesh*

installed on the extended fence & gate frames.

- 6. Fence & Gate Upgrade at 19th (replace mesh/add barbed wire) = \$10,110.00
 - a. Approx. 100 linear feet of the existing wire mesh along the fence at 19th is to be removed.
 - b. The existing terminal, gate, and line posts are to be extended approx. 24".
 - c. The existing top rail is to be relocated to accommodate the new fence height (not applicable on existing gates).
 - d. Approx. 100 linear feet of new 96" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame.
 - e. Includes barbed wire at top of the upgraded fence and gate elevation.
- 7. Fence & Gate Upgrade at 19th (add mesh/no barbed wire) = \$7,765.00
 - a. The existing terminal and line posts are to be extended approx. 24".
 - b. The existing top rail is to be relocated to accommodate the new fence height (not applicable on existing gates).
 - c. Approx. 100 linear feet of new 36" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame (to overlap the existing fabric approx. 12").
- 8. Fence & Gate Upgrade at 19th (add mesh/add barbed wire) = \$9,725.00
 - a. The existing terminal and line posts are to be extended approx. 24".
 - b. The existing top rail is to be relocated to accommodate the new fence height (not applicable on existing gates).
 - c. Approx. 100 linear feet of new 36" tall x 9 gauge x 2" mesh galvanized chain link fabric is to be installed on the extended fence frame (to overlap the existing fabric approx. 12").
 - d. Includes barbed wire at top of the upgraded fence and gate elevation.
- 9. Gate Extension at 18th = \$7,740.00
 - a. The existing 16ft. rolling gate at 18th is to be removed.
 - b. The existing opening is to be extended to approx. 20 ft. width.
 - c. A new 20 ft. (x 6 ft. tall) rolling gate is to be installed at the proposed adjusted gate opening.

Project Specific Exclusions & Clarifications:

- 1. All materials are to be installed with a galvanized finish.

Total

TOTAL BID: appr \$28,000

- Ahlborn Fence & Steel, Inc. will be responsible for ordering a standard Underground Service Alert (U.S.A.), for location of public utilities.
- Private utilities are to be located and marked by others. Damage done to unmarked private utilities is not the responsibility of Ahlborn Fence & Steel, Inc.
- Exact line, location and elevation of the fence is to be determined by owner, prior to starting work.
- All protection of potential runoff into waterways and drain systems is the responsibility of the GC/Controlling contractor.
- After execution of contract, deleted scope items may not be credited at full price due to Ahlborn administration and set up procedures.

- All excavated posthole dirt will be spread on site, unless otherwise stated in this proposal.
- All painting and staining of fences are excluded unless stated otherwise in this proposal.
- Matching of colored concrete is excluded.
- Traffic control is excluded.

Note: All public works bids that have a bid opening date, "Ahlborn Fence & Steel, Inc. must be notified within 10 days of bid date if listed as a sub contractor on this project. We reserve the right to withdraw our bid if not notified in this time frame".

Note: *This proposal is good for 30 (thirty) days from proposal date.*

EXCLUSIONS: Permits, bonds, and inspection fees.

Ahlborn Fence & Steel, Inc. is a proud member of the American Fence Association, the California Fence Contractor's Association, the National Ornamental & Miscellaneous Metals Association, and the North Coast Builder's Exchange. We would like to thank you for taking the time to review our proposal. Should you have any questions, or if I can be of further assistance, please do not hesitate to call.

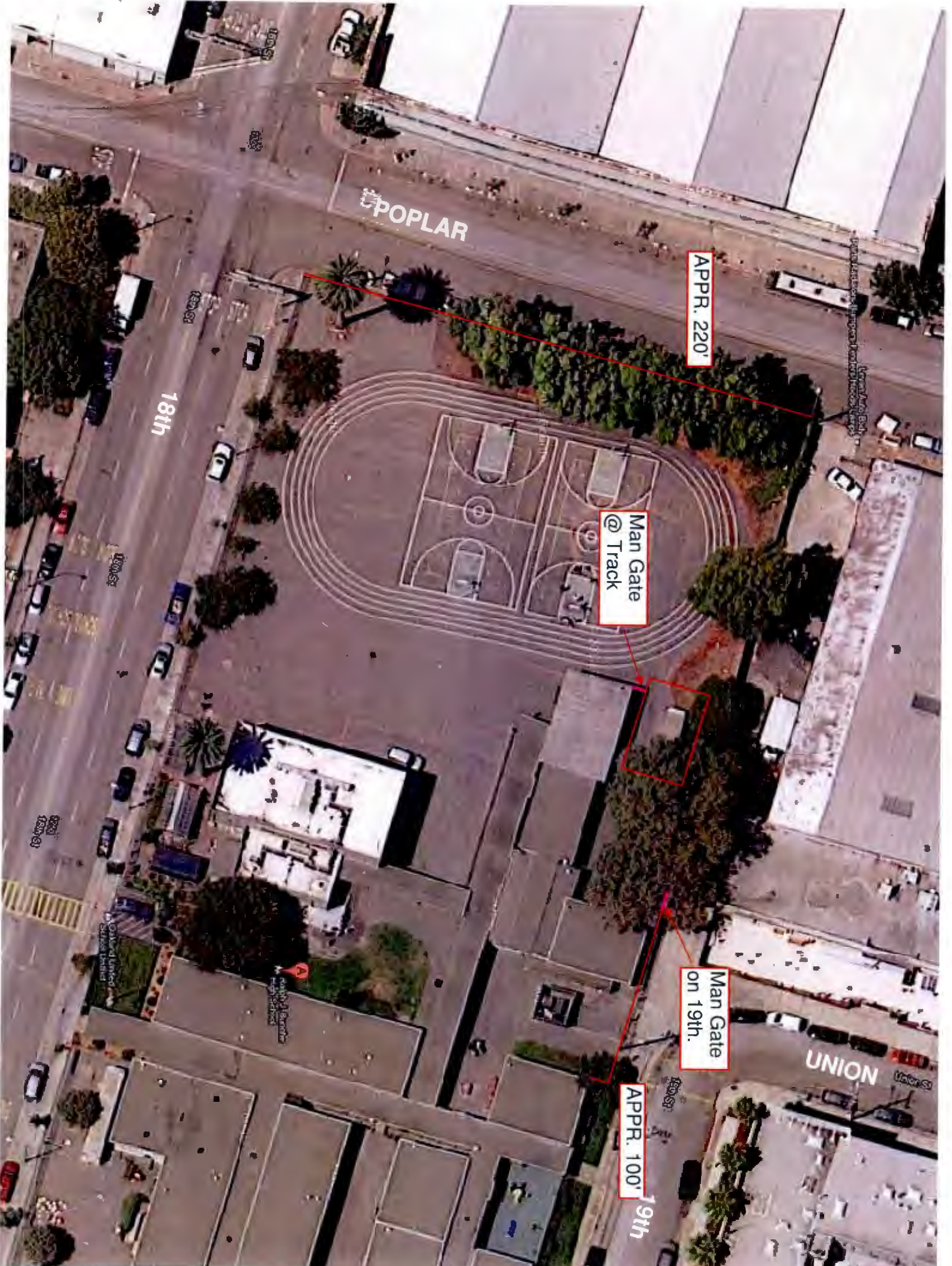
Respectfully submitted,

ESTIMATOR:Jeremy Crockett
 AHLBORN FENCE & STEEL INC.
 Contractors License #793504 C-13, C-23, C-51



SIGNATURE OF ACCEPTANCE

DATE



POPLAR

APPR. 220'

Man Gate @ Track

Man Gate on 19th.

APPR. 100'

18th

UNION

City of Los Angeles
Central Library

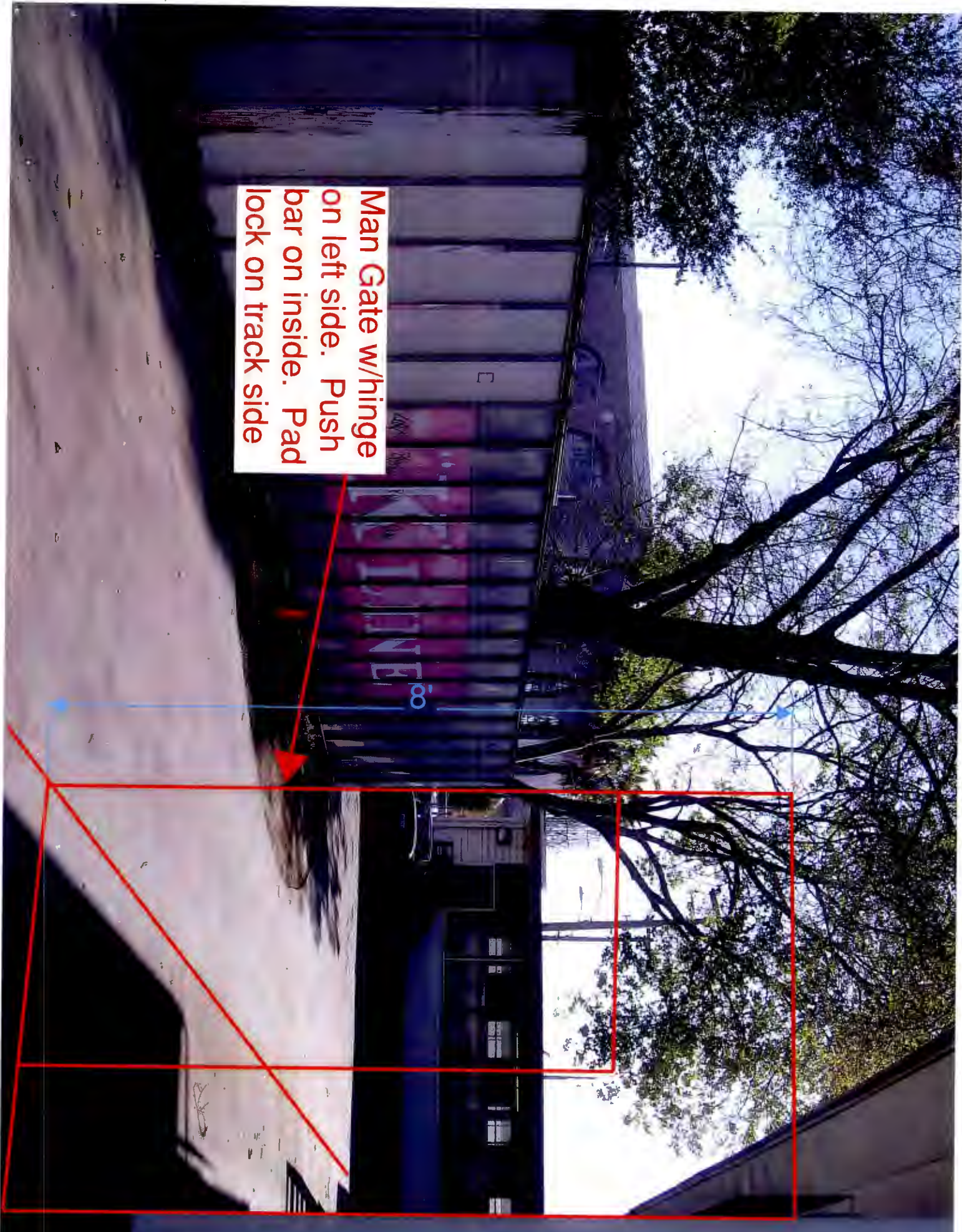
Southwest Branch
High School

Lorenz Auto Body

Union St



Man Gate w/hinge
on left side. Push
bar on inside. Pad
lock on track side



eft-side hinge, typ.
eight man gate.
-shape clamp with
welded chain.

