

Board Office Use: Legislative File Info.	
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Introduction Date	1-13-2016
Enactment Number	16-0025
Enactment Date	1/13/16



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Vernon Hal, Senior Business Officer VEH
 Lance Jackson, Interim Deputy Chief, Facilities Planning and Management LJJ

Board Meeting Date January 13, 2016

Subject Independent Contractor Agreement for Professional Services - Applied Materials & Engineering, Inc. - Oakland International High School Turf Replacement Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Applied Materials & Engineering, Inc. for Testing Services on behalf of the District at the Oakland International High School Turf Replacement Project, in an amount not-to exceed \$7,984.00 The term of this Agreement shall commence on January 13, 2016 and shall conclude no later than April 30, 2016.

Background The scope of the project is to provide soils compaction, anchor tests, mileage allowance, project management and final affidavit.

Discussion This test is required to support Oakland International High School Turf Replacement project.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method Initially procured as special service under prior facilities practices; subsequent RFP was issued 11-24-2015.

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Applied Materials & Engineering, Inc. for Testing Services on behalf of the District at the Oakland International High School Turf Replacement Project, in an amount not-to exceed \$7,984.00 The term of this Agreement shall commence on January 13, 2016 and shall conclude no later than April 30, 2016.

Fiscal Impact Measure J

Attachments

- Independent Contractor Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Oakland International High School Turf Replacement Project

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the 10th day of November in the year 2015, between the Oakland Unified School District ("District") and Applied Materials & Engineering, Inc. ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. Services. The Contractor shall furnish to the District the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide soils compaction, anchor tests, mileage allowance, project management and final affidavit.

- 2. Term. Contractor shall commence providing services under this Agreement on January 13, 2016, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on April 30, 2016. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.

- 3. Submittal of Documents. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

x Signed Agreement x Workers' Compensation Certificate
x Insurance Certificates & Endorsements W-9 Form
N/A Bonds (as requested by District) Other: Fingerprinting
x Debarment Certificate

- 4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit "A," on an hourly basis and a per-item basis, as applicable, and up to a maximum amount not-to-exceed Seven thousand, nine hundred eighty-four dollars and no cents (\$7,984.00). District shall pay Contractor only for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of **Zero (\$0.00)**. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 11.3.1. material violation of this Agreement by the Contractor; or
- 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation ceases, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. Insurance.

- 13.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)

- 13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under

this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and

regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

Contractor

Applied Materials & Engineering, Inc.
980 – 41st Street
Oakland, CA 94608
Attn: Dushyant Manmohan
Tel: 510-420-8190

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

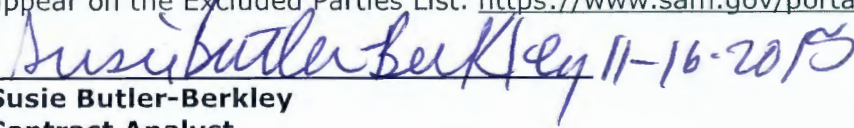
27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a

written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

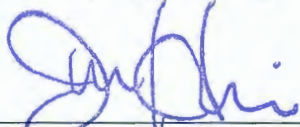
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

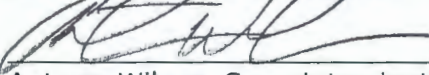
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation 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>


Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

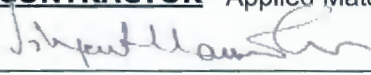
OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 1/14/16
Date


Antwan Wilson, Superintendent & Secretary, Board of Education 1/14/16
Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 12/10/15
Date

CONTRACTOR Applied Materials & Engineering, Inc.


By: Dushyant Manmohan Date 11/10/15
Its: Principal

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 12.9.15
Date

File ID Number: 15-2489
Introduction Date: 1/13/16
Enactment Number: 16-0025
Enactment Date: 1/13/16
By: 02

Information regarding Contractor:

Contractor: Applied Materials & Engineering, Inc.

License No.: N/A

Address: 980 41ST Street
Oakland, CA 94608

Telephone: 510-420-8190

Facsimile: 510-420-8186

E-Mail: dushyant@appmateng.com

Type of Business Entity:

- Individual Sole Proprietorship
- Partnership Limited Partnership
- Limited Liability Company
- Corporation, State: California
- Other: _____

EIN
Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 11/10/15

Proper Name of Contractor: Applied Materials & Engineering, Inc.

Signature: 

Print Name: Dushyant Manmohan

Title: Principal

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

See the attached Proposal from the Contractor:



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
FAX: (510) 420-8186
e-mail: info@appmateng.com

EXHIBIT A

9-Oct-15

Mr. Wil Newby
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposal for Special Inspection & Testing Services
Oakland International HS, Synthetic Turf Play Field; 01-115000

Dear Mr. Newby:

As requested, we are pleased to submit this proposal for providing construction inspection and testing services for the subject project. The following items are included:

- 1 Fees: A. Hourly and Unit Costs & Basis of Charges.
B. Budget Estimate.

The fee proposal is based on a review of documents provided and past experience with similar projects. Assumptions made are clearly stated, our desire was to provide thorough competitive fees.

Please call if you have questions, we look forward to the opportunity of working together.

Sincerely,

APPLIED MATERIALS & ENGINEERING, INC.

Dushyant Manmohan
Principal



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
FAX: (510) 420-8186
e-mail: info@appmateng.com

OAKLAND INTERNATIONAL HIGH SCHOOL

4521 WEBSTER STREET, OAKLAND

TESTING & INSPECTION FEES

1. HOURLY AND UNIT COSTS & BASIS OF CHARGES:

The estimated fees are based on the following State Mandated hourly inspection rates and unit tests costs, which will be maintained as long as prevailing wages do not change.

<u>INSPECTION RATES</u>	<u>Regular Per Hour</u>
1 Compaction Testing	\$98.00
2 Epoxy Anchors & Dowels, Expansion Anchor Tests	\$100.00
<u>UNIT TEST COSTS</u>	<u>Per Set</u>
1 Moisture Density Curves, Includes sampling, each	\$475.00
<u>OTHER COSTS</u>	<u>Per Hour</u>
1 Final Affidavit, each	\$300.00
2 Project Management	\$175.00
<u>BASIS OF CHARGES</u>	
Minimum charge per call-out, show-up:	2 Hours
Work from 2-8 hours:	Actual Time
Travel to job site:	No charge
Mileage:	\$0.60 per mile
Parking:	to be provided
Work over 8 hours per day, or on Saturday, per hour	Time & One Half
Work on Sundays and Holidays, per hour	Double Time



OAKLAND INTERNATIONAL HIGH SCHOOL

4521 WEBSTER STREET, OAKLAND

2. DETAILED FEES BY DISCIPLINE:

For each of the disciplines requiring our services we have provided the basis used by us for determining the fees. The following is a summary of our testing and inspection fees, followed by a detailed

SUMMARY OF FEES

1	Soils Compaction		\$ 5,654.00
2	Anchor Tests (Allowance)		1,600.00
3	Mileage Allowance:		80.00
4	Project Management		350.00
5	Final Affidavit		300.00
		TOTAL	\$ 7,984.00

DETAILED FEES

1 Soils Compaction

Basis: We will provide compaction tests as requested by the IOR. We are budgeting 12 trips and 2 moisture density curves.

a) Soils Compaction	48 hours @	\$98.00	per hour	\$ 4,704.00
b) Moisture Density Curves	2 tests @	\$475.00	per test	950.00
			Sub-Total	\$ 5,654.00

2 Anchor Tests (Allowance)

Basis: We are budgeting an allowance of 16 hours for testing post installed anchors.

a) Anchor Tests:	16 hours @	\$100.00	per hour	\$ 1,600.00
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3 Mileage Allowance:	16 trips @	\$5.00	per trip	\$ 80.00
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4 Project Management	2 hours @	\$175.00	per hour	\$ 350.00
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5 Final Affidavit				\$ 300.00
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			TOTAL	\$ 7,984.00
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DSA-103 rev 12/20/13

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT #

DSA File No.:

1-H8

Application No.:

01-115000

Date Submitted: 9/22/2015

Revised:

Revised:

School Name	Oakland International High School	District	Oakland Unified School District
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IMPORTANT: This form is only a summary list of structural tests and special inspections required for the project. The actual tests and inspections must be performed as detailed on the DSA approved documents. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

NOTE: This form is also available for projects submitted for review under the 2007 and 2010 CBC.

INSTRUCTIONS: Click a plus sign (+) before any category or subcategory to reveal additional tests and special inspections. An "X" before a listed test or inspection indicates it is a mandatory requirement. A shaded box indicates a test or special inspection that may be required, depending on the scope of the construction and other issues. A shaded box can be clicked indicating your selection of that test. **Note:** A minus (-) on a category or subcategory heading indicates that it can be collapsed. However, any selections you may have made will be cleared. Click on the "COMPILE" button to show only the tests finally selected. For more information on use of this form, see DSA-103.INSTR.

Note: References are to the 2013 edition of the California Building Code (CBC) unless otherwise noted.

REQUIRED	TEST OR SPECIAL INSPECTION	TYPE 1	PERFORMED BY 2	CODE REFERENCE AND NOTES
-	SOILS			
	1. GENERAL:	Table 1705A.6		
X	a. Verify that: <ul style="list-style-type: none"> site has been prepared properly prior to placement of controlled fill and/or excavations for foundations, foundation excavations are extended to proper depth and have reached proper material, and materials below footings are adequate to achieve the design bearing capacity. 	Periodic	GE*	* By geotechnical engineer or his or her qualified representative.
-	2. COMPACTED FILLS:	Table 1705A.6		
	a. Perform qualification testing of fill materials.	Test	Lab*	* Under the supervision of the geotechnical engineer.
X	b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
X	c. Test compaction of fill.	Test	Lab*	* Under the supervision of the geotechnical engineer.
+	3. DRIVEN DEEP FOUNDATIONS (PILES):	Table 1705A.7		
-	4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):	Table 1705A.7		
X	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
X	b. Verify locations of piers.	Continuous	PI	
	c. Confirm pier diameters, plumbness, bell diameters (if applicable), lengths, and embedment into bedrock (if applicable). Record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
	d. Confirm adequate end strata bearing capacity.	Test	Lab*	* Under the supervision of the geotechnical engineer.
	e. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

DSA-103
(rev 12-20-13)

+ In the CODE REFERENCE AND NOTES column, it indicates DSA-SS/CC sections that may be used by community colleges, per 2013 CBC Sec. 1.9.2.2.



DSA-103 rev 12/20/13

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT #
[]

DSA File No.:
Application No.:

1-H8

01-115000

Date Submitted: 9/22/2015

Revised: []

Revised: []

+	5. RETAINING WALLS:	
+	6. OTHER SOILS:	
+	CONCRETE	Table 1705A.3
+	MASONRY	TMS 402-11/ACI 530-11/ASCE 5-11 Table 1.19.3
+	STEEL	Table 1705A.2.1
+	WOOD	
+	OTHER	

POST-INSTALLED ANCHORS

- a. INSPECT INSTALLATION OF POST-INSTALLED ANCHORS
- b. TEST POST INSTALLED ANCHORS

CONTINUOUS SI
TEST LAB

TABLE 1705A.3* MAY BE PERFORMED BY THE PROJECT INSPECTOR WHEN SPECIFICALLY APPROVED BY DSA
1913A.7 (1913.2.11)



DSA-103 rev 12/2013

Statement of Structural Tests & Special Inspections - 2013 CBC

INCREMENT #

DSA File No.:

1-H8

Application No.:

01-115000

Date Submitted:

9/22/2015

Revised:

Revised:

KEY to Columns

1 Type -	2 Performed By -
Continuous - Indicates that a continuous special inspection is required	GE - Indicates that the special inspection is to be performed by a registered geotechnical engineer or his or her authorized representative
Periodic - Indicates that a periodic special inspection is required	Lab - Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See section 4-335, 2013 CCR Title 24, Part 1.
Test - Indicates that a test is required	PI - Indicates that the special inspection is to be performed by the project inspector
	SI - Indicates that the special inspection is to be performed by a special inspector

COMPILE

PRINT

DONG KIM

Name of Architect or Engineer in general responsible charge

Name of Structural Engineer (When structural design has been delegated)

[Signature]

9/22/15

Signature of Architect or Structural Engineer

date



IDENTIFICATION STAMP
 DIV OF THE STATE ARCHITECT
 APP. # 01-115000
 AC N/A F/LS N/A SS Wogawe
 DATE 9/22/15

October 16, 2015

Dushyant Manmohan
Applied Materials & Engineering, Inc.
980 41st Street
Oakland, CA 94608

**Re: Oakland Unified School District
Oakland International High School – Turf Replacement Project
Notice of Intent to Award /Immediate Work Authorization**

Dear Mr. Manmohan:

This letter shall serve as **Notice of Intent to Award an Agreement for Construction Inspection and Testing Services Contract** based on your Proposal for Construction Inspection & Testing Services submitted to our Director, Tadashi Nakadegawa by Applied Materials & Engineering, Inc. This also serves as your **Immediate Work Authorization to: Provide construction inspection and testing services to the District for Oakland International High School – Turf Replacement Project.**

This is a very time-sensitive project and we will need your immediate assistance:

For the Oakland International High School – Turf Replacement Project, please, coordinate. The Project Manager for the District is: Wil Newby, Phone: (510) 532-2802.

Attached is a copy of the signed OUSD Agreement Request Form. Your contract is presently being prepared and you should receive it in the next few days. Should you find these forms acceptable please sign and return all copies to OUSD for execution. Upon Board action, we will forward to your office the Ratified Agreement.

In order to issue your contract please provide the following documents, within seven days, to Wil Newby, Project Manager for this project, at Oakland Unified School District, 955 High Street, Oakland, CA 94601:

Insurance

- 11.1 Without in any way limiting Consultant's liability under any other section of this Agreement, Consultant will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage's:
 - 11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 11.1.2 Consultant's right to self-insure is subject to approval by the District. As a condition to such approval, Consultant shall submit to the District evidence that consultant maintains sufficient financial resources for said self-insurance.
 - 11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury,

Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting there from) and damage to property resulting from Consultant's or subcontractor's or sub-consultant's operations.

- 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 11.1.5 Professional Liability Insurance with limits not less than \$1,000,000.00 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
 - 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

(Please, see the next page.)

Lance Jackson, Interim Deputy Chief
Oakland Unified School District
Department of Facilities Planning & Management
955 High Street
Oakland, California 94601

- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during

the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of Consultant hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to Consultant and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and Consultant hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. Consultant shall be responsible for any and all uninsured losses.
- 11.8 If Consultant is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
- 11.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

Time is of the essence for this project, so please expedite the delivery of the above listed documents.

If you have any questions, please feel free to call Wil Newby, Project Manager at (510) 532-2802.

We look forward to working with you on this critical project.

Sincerely,



5/21/13

Lance Jackson
Interim Deputy Chief
Division of Facilities Planning and Management

cc: Tadashi Nakadegawa, Director of Facilities, OUSD

Wil Newby, Project Manager, OUSD
Maria Denney, Deputy Program Manager SGI

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____


Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 11/10/15

Name of Consultant or Company: Applied Materials & Engineering, Inc.

Signature: 


Print Name and Title: Dushyant Manmohan

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Applied Materials & Engineering, Inc. [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 10th day of November 2015 for the purposes of submission of this Agreement.

By: 
Signature

Dushyant Manmohan
Typed or Printed Name

Principal
Title



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 15-2489

Department: _____

Vendor Name: Applied Materials & Engineering, Inc.

Project Name: Oakland International HS Turf Replacement Project No.: 13154

Contract Term: Start Date: 11/27/2015 End Date: 3/31/2016

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 7,984.00

Approved by: _____

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes No

Why was this Vendor selected?

To support Oakland International HS Turf Replacement project. The original project did not include the DSA submittal as it was a standalone project. Since then the project has been merged with another architectural project.

Summarize the services this Vendor will be providing.

Special inspection & testing services

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Oakland International High School Turf Replacement	Site	353
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	Applied Materials & Engineering, Inc.	Agency's Contact	Dushyant Manmohan		
OUSD Vendor ID #	V015478	Title	Project Manager		
Street Address	980-41 st Street	City	Oakland	State	CA Zip 94608
Telephone	510-420-8190	Policy Expires	2-11-2016		
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No		
OUSD Project #	13154				

Term			
Date Work Will Begin	1-13-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-30-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$7,984.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	3539905880	6265	\$7,984.00

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.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature	Date Approved	11/18/15		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	12-9-15		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	12/10/15		
4.	Chief Operations Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			