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Introduction Date	2-23-2022
Enactment Number	22-0358
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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Memo

To- Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Board Meeting Date February 23, 2022

Subject Materials Testing and Special Inspection Services Agreement – Applied Materials & Engineering Inc. – Laurel Child Development Center Project –Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Materials Testing and Special Inspection Services Agreement by and between the District and Applied Materials & Engineering Inc., Oakland, California, for the latter to provide material testing and construction inspection services; Concrete Sampling/Testing, Shop and Field Welding, Post-Installed Anchors, and Glulam Beam Fabrication, for the Laurel Child Development Center Project, in the not-to-exceed amount of **\$36,701.50**, which includes a contingency fee of **\$3,336.50** for any additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **February 24, 2025**, pursuant to the Agreement.

Discussion Consultant was selected without competitive bidding because this consultant is providing specially trained material testing & special inspections services. (Public Contract Code §20111(d); Government §53060.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Materials Testing and Special Inspection Services Agreement by and between the District and Applied Materials & Engineering Inc., Oakland, California, for the latter to provide material testing and construction inspection services; Concrete Sampling/Testing, Shop and Field Welding, Post-Installed Anchors, and Glulam Beam Fabrication, for the Laurel Child Development Center Project, in the not-to-exceed amount of **\$36,701.50**, which includes a contingency fee of **\$3,336.50** for any additional services, with work scheduled to commence on **February 24, 2022**, and scheduled to last until **February 24, 2025**, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 22-0185

Department: Facilities Planning and Management

Vendor Name: Applied Materials & Engineering, Inc.

Project Name: Laurel Child Development Center Project

Project No.: 17126

Contract Term: Intended Start: 2-24-2022

Intended End: 2-24-2025

Total Cost Over Contract Term: \$36,701.50

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Applied Materials & Engineering, Inc. was selected through RFP process based on scores, demonstrated competence, professional qualifications, specially trained services, and experience of materials testing services work previously done for the District. Given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

Summarize the services or supplies this contractor or vendor will be providing.

The vendor will provide the latter to provide material testing and construction inspection services, Concrete Sampling/Testing, Shop and Field Welding, Post-Installed Anchors, and Glulam Beam Fabrication, for the Laurel Child Development Center Project.

Was this contract competitively bid? Check box for “Yes” (If “No,” leave box unchecked) /

If “No,” please answer the following questions:

1) How did you determine the price is competitive?

Consultant has done and is currently working for the District. Based on their experience and expertise with this particular type of work, the district found that the Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing specially trained materials testing and special inspection services for the District.

**AGREEMENT FOR
MATERIALS TESTING AND
SPECIAL INSPECTION SERVICES**

THIS AGREEMENT FOR MATERIALS TESTING AND SPECIAL INSPECTION SERVICES ("Agreement") is made and entered into effective February 24, 2022, by and between the Oakland Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and **Applied Materials & Engineering, Inc.** (the "Consultant"), with respect to the following recitals:

- A. District proposes to undertake the construction of an improvement project which requires the services of a duly qualified and licensed materials testing and special inspection consultant.
- B. Consultant represents that Consultant is licensed to provide materials testing and special inspection services in the State of California and is specially qualified to provide the services required by the District in this Agreement.
- C. The parties have negotiated the terms pursuant to which Consultant will provide such services and reduce such terms to writing by this Agreement.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

1. **Retention of Consultant.** District retains Consultant to perform, and Consultant agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the materials testing and special inspection services specified in this Agreement. Consultant agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Consultant under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by materials testing and special inspection consultants specially qualified to provide the services required by the District.
2. **Description of Project.** The project concerning which such materials testing and special inspection services shall be provided ("the Project") is described as the following: Laurel Child Development Center Project.
3. **Term; Basic Services.** The term for performance of the Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Consultant shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of February 24, 2025, but may not be completed until later if delays in design or construction arise. Consultant's "Basic Services" consist of construction inspection services and materials testing and special inspection services more specifically described in the attached *Exhibit B*.

In addition, as a part of its Basic Services, the Consultant shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District relating to Consultant's work, including but not limited to claims made against the District as a result of Consultant's alleged or claimed errors or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District.

Consultant shall confer and cooperate with District's other consultants. Consultant shall take precautions to minimize any damage due to Consultant's activities. Consultant shall be responsible and liable for any damage Consultant causes through its wrongful acts or omissions.

During the construction phase, Consultant shall visit the Project site when requested by District to observe conditions encountered by the contractor and to assess the progress and quality of contractor's work. Consultant shall participate in job site meetings as requested by District.

The Consultant must comply with the applicable requirements of the Division of State Architect Construction Oversight Process ("DSA Oversight Process"), including, but not limited to, (a) obtaining a copy of the DSA-approved construction documents and Statement of Structural Tests and Special Inspections (DSA form 103) from the Architect before the beginning of construction; (b) reporting all project related activities to the Inspector of Record. The Inspector of Record is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed; (c) submitting applicable verified reports (DSA forms 291, 292, and 293) to DSA, Inspector of Record, Owner and Architect; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, the Inspector of Record, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

In the performance of the duties required by this Agreement, the Consultant exercises limited authority as defined in this Agreement. The Consultant shall not:

- a. Authorize deviations from the construction contract documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;
- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project; or

h. Interfere in contractor/subcontractor relationships.

If Consultant determines contractor is not meeting the requirements of Consultant's recommendations or the plans and specifications for such geotechnical work, Consultant shall immediately bring that information to District's attention.

Consultant shall retain all samples for February 24, 2022 – February 24, 2025.

For all Basic Services satisfactorily performed, compensation shall be as described in *Exhibit A* to this Agreement.

4. **Additional Services.** Any services not included in this Agreement but related to the Project shall be considered "Additional Services." Compensation for additional services shall be as described in *Exhibit A* to this Agreement. Consultant shall keep complete records showing all hours worked and all costs and charges incurred for Additional Services. District shall be given reasonable access to those records for audit purposes. Inspector may only provide Additional Services after authorized in writing by District.

5. **Payment.** Services satisfactorily performed shall be billed monthly via properly documented and submitted invoices. Invoices that are not disputed by District shall be paid within Thirty (30) days of District's receipt of the invoice. Consultant shall comply with any applicable prevailing wage law. Consultant shall not be reimbursed for any of its expenses; the parties agree that Consultant shall pay all of its expenses from its fees for Services.

6. **Insurance.** Consultant shall purchase and maintain insurance that will protect Consultant from the claims set forth below that may arise out of or result from the Consultant's performance of services or failure to perform services required by this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Consultant or (2) by any other person;
- e. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use therefrom; or

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

Consultant's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Personal Injury:	Property Damage:
\$2,000,000 Each Occurrence	\$1,000,000 Each Occurrence
\$4,000,000 Aggregate	\$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$2,000,000 Each Person	\$2,000,000 Each Occurrence
\$1,000,000 Each Occurrence	

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million (\$2,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).

7. **Hazardous Materials.** In the event the District or Consultant becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project, or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.

8. **Compliance with Laws.** Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

9. **Termination.**

a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination.

b. This Agreement may also be terminated by either Party upon seven (7) days written notice should the other Party fail substantially to perform their duties or for any material breach under this Agreement.

c. In the event of termination, Consultant shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.

10. **Independent Contractor Status.** Consultant and any and all agents and employees of Consultant shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, Consultant shall maintain a professional working relationship with the District, the Contractor, the Inspector and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Consultant and the Architect, Inspector or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or the Consultant which does not otherwise exist.

11. **Indemnity.** Consultant shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Consultant's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

12. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the appropriate Federal and State tax authorities as required.

13. **Successors and Assigns.** The District and Consultant, respectively, bind themselves, their successors, assigns, and representatives to the other Party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other Party with respect to all terms of this Agreement. Neither District nor Consultant shall assign or transfer any interest in this Agreement without the written consent of the other.

14. **Notices.** All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the Party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Consultant: Applied Materials & Engineering, Inc.
980 41st Street
Oakland, California 94608

District: Oakland Unified School District
Attn: Tadashi Nakadegawa, Deputy Chief
955 High Street
Oakland, California 94601

15. **Governing Law.** This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the

County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. **Amendment.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

18. **Compliance with Law.** While performing the services contemplated by this Agreement, Consultant agrees to comply with all applicable laws and regulations.

19. **Requests.** Consultant agrees to timely and properly complete all reports requested by the District or as required by law. In addition, Consultant agrees that District has a right to a copy of all reports and other records created or maintained by Consultant.

20. **Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

21. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either Party.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. Consultant, by the execution of this Agreement, acknowledges that Consultant has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Warranty of Authority.** The persons signing this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

24. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

25. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the

mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

26. Consultant shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."


27. The following forms, attached to the proposal, are incorporated into the contract:

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

CONSULTANT

APPLIED MATERIALS & ENGINEERING, INC.

Signature:  1/28/22
Date


Name: Dushyant Manmohan


Title: Principal

DISTRICT

Oakland Unified School District

 2-24-2022
Gary Yee, President Board of Education Date

 2-24-2022
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

 1/28/2022

Tadashi Nakadegawa
Deputy Chief, Facilities Planning and Management

Approved As To Form:

 1/28/22
OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

For the Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Consultant shall be compensated according to its hourly rate schedule (see attached).

For Basic Services, Consultant's total compensation shall not exceed THIRTY-THREE THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (\$33,365.00), which is Consultant's estimate of the maximum total cost of its Basic Services on the Project, based on its December 28, 2021, fee estimate.

For Additional Services, Consultant's total contingency compensation shall not exceed THREE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND 50/100 (\$3,336.50). Consultant shall not be entitled to payment for Additional Services unless prior to performance of them Consultant was authorized by District in writing to perform them.

The total price under this Agreement for Basic and Additional Services shall not exceed THIRTY-SIX THOUSAND SEVEN HUNDRED ONE DOLLARS AND 50/100 (\$36,701.50).

Consultant shall perform all services required by this Agreement even if no more compensation is possible due to total compensation having reached a not-to-exceed amount.



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

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

LAUREL CHILD DEVELOPMENT CENTER

3825 CALIFORNIA STREET, OAKLAND

SPECIAL INSPECTIONS & TESTING FEES

A. HOURLY AND UNIT COSTS & BASIS OF CHARGES

The estimated fees are based on the following State & Federally mandated prevailing hourly inspection rates and unit tests costs, which will be adjusted as per State/Federal requirements.

INSPECTION RATES

	<u>Per Hour</u>
1 Concrete Sampling	\$105.00
2 Batch Plant Inspection	\$105.00
3 Shop & Field Welding	\$105.00
4 Anchor Installation/Testing	\$105.00
5 Glu-Lam Fabrication	\$175.00

UNIT TEST COSTS

	<u>Per Set</u>
1 Concrete Cylinders, per set of 5 (includes pick up)	\$300.00
2 Moisture-Density Curve, each	\$350.00
3 Rebar Tensile & Bend Tests, each	\$290.00

OTHER COSTS

1 Project Management, per hour	\$185.00
2 Submittal Review (Mix Design/WPS), each	\$185.00
3 Final Affidavit, each	\$400.00

BASIS OF CHARGES

Minimum charge per call-out (show-up 2 hrs.):

2 hours

Work from 2-8 hours:

Actual Time

Travel to Jobsite:

No charge

Parking:

To be provided

Work over 8 and up to 12 hours per day, or on Saturday, per hour

Time & One

Work over 12 hours per day, or on Sundays and Holidays, per hour

Half Double

Time

EXHIBIT B

Scope of Services

Applied Materials & Engineering Inc., will provide material testing and special inspection services, including but not limited to, concrete sampling, batch plant inspection, shop & field welding, anchor installation/testing, glu-lam fabrication, concrete cylinder testing, moisture-density curve testing, rebar tensile & bend testing, project management, submittal review, and final affidavit.



LAUREL CHILD DEVELOPMENT CENTER

3825 CALIFORNIA STREET, OAKLAND

B. 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 breakdown:

SUMMARY OF FEES

1	Concrete Sampling/Testing		\$	14,880.00
2	Shop and Field Welding			9,190.00
3	Post-Installed Anchors			1,260.00
4	Glulam Beam Fabrication			5,600.00
5	Mileage			0.00
6	Project Management			2,035.00
7	Final Affidavit			400.00
		SUB-TOTAL	\$	33,365.00
8	Contingency, 10%			3,336.50
		TOTAL	\$	<u>36,701.50</u>

BASIS FOR FEES

1 Concrete Sampling/Testing

Basis: The following table summarizes concrete placements. Concrete quantities and placements were estimated by us.

Batch Plant: We are assuming periodic inspections will be approved. For each placement our technician will inspect batching of the first truck and then be on site for sampling.

We will sample and test one set of five cylinders for each 50 cubic yards placed.

Reinforcing Steel: We will sample and test reinforcing steel as required, we are budgeting four trips for sampling and testing 10 sets of bars.

We will review two mix designs, one each for foundations and SOG

Structural Member	Cu. Yds.	No. of Placements	Sets of Cylinders	INSPECTION HOURS	
				Rebar	Concrete
Grade Beams/Footings	180	2	4	0	16
Retaining wall	10	1	1	0	6
SOG/stem wall, curbs	180	2	4	0	16
Mechanical Pads	2	1	1	0	4
Total	372	6	10	0	42

a) Submittal Review- Mix Design: 2 @ \$185.00 each \$ 370.00

b) Rebar Placement Inspections:	0 hours @	\$105.00 per hour	0.00
c) Batch Plant Inspections:	24 hours @	\$105.00 per hour	2,520.00
d) Concrete Sampling:	42 hours @	\$105.00 per hour	4,410.00
e) Concrete Cylinders:	10 sets @	\$300.00 per set	3,000.00
f) Rebar Sampling & Tagging:	16 hours @	\$105.00 per hour	1,680.00
g) Rebar Tensile & Bend Tests:	10 sets @	\$290.00 per set	2,900.00
		Sub-Total	\$ 14,880.00

2 Shop and Field Welding

Basis The structural steel fabricator has not been selected. There is welding for HSS structural columns and at roof screens. With a few exceptions welds are single pass fillets and detailed as shop welds. We are assuming a local shop. Inspection hours are based on providing periodic inspections for single pass fillet welds and continuous inspections for all other welds. We are assuming at least two welders, working an eight-hour day shift.

	Inspection Hours
Shop Welding	60
Field Welding	16

a) Submittal Review- WPS:	2 @	\$185.00 each	\$ 370.00
b) Field Welding Inspections:	16 hours @	\$105.00 per hour	1,680.00
c) Material ID:	8 hours @	\$105.00 per hour	840.00
d) Shop Welding Inspections:	60 hours @	\$105.00 per hour	6,300.00
e) Mileage Allowance to Shop:	10 trips @	\$0.00 per trip	0.00
		Sub-Total	\$ 9,190.00

3 Post-Installed Anchors

Basis: We are budgeting 3 half days trips for anchor installations & testing.

a) Anchor Installation/Tests:	12 hours @	\$105.00 per hour	\$ 1,260.00
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4 Glulam Beam Fabrication

Basis: Eight, B4 Glulam beams, will require continuous inspections during manufacture, the balance meet the exemption criteria outlined in CBC 2019. The fabrication location or duration is not known. We are budgeting 4 days for inspections, 2 beams to be manufactured per day.

Timber Products Inspection, Inc. will provide inspections.

a) Glulam Beam Fabrication:	32 hours @	\$175.00 per hour	\$ 5,600.00
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5 Mileage	25 trips @	\$0.00 per trip	0.00
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6 Project Management	11 hours @	\$185.00 per hour	\$ 2,035.00
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7 Final Affidavit			\$ 400.0
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9 Contingency, 10%			\$ 3336.5
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TOTAL \$ **36,701.50**



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

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

December 28, 2021

Tadashi Nakadegawa, Deputy Chief
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601

Subject: Proposal for Material Testing and Special Inspection Services
Laurel Child Development Center Project

Dear Mr. Nakadegawa:

Applied Materials & Engineering, Inc. (AME) is very pleased to submit our proposal for providing Testing and Special Inspection Services for the Laurel Child Development Center. AME received LEA # 111 in 1995 and has been providing services for DSA projects ever since. Our first project for OUSD was in 1998.

The attached budget fee proposal is developed without contractor input, relying exclusively on our review of the documents and past experience. We have attempted to provide realistic fees by doing quantity take-offs of concrete quantities and reviewing weld details. Reinforced concrete and welding inspections account for 50% and 35% of total inspection fees. Without contractor input we have made several assumptions, including the number of concrete placements, the number of welders working.

AME is an Oakland LBE, our Oakland offices and laboratory offer the District the ability to minimize travel related expenses. There will be no travel time billed to the district.

AME received a copy of the District's Agreement attached as Exhibit A to the RFQ/P. AME has reviewed the indemnity provisions in EXHIBIT A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, AME has no objections to the use of the Agreement.

AME certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Thank you for the opportunity to submit our proposal, we are very interested in joining the Team.

Sincerely,

APPLIED MATERIALS & ENGINEERING, INC.

Dushyant Manmohan
Principal



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Laurel Child Development Center	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Applied Materials & Engineering Inc.	Agency's Contact	Dushyant Mammohan		
OUSD Vendor ID #	000468	Title	Principal		
Street Address	980 41 st Street	City	Oakland	State	CA Zip 94608
Telephone	510-420-8190	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	17126				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-24-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-24-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$36,701.50
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9750	Fund 21, Measure J	210-9650-0-9670-8500-6265-131-9180-9905-9999-17126	6265	\$36,701.50

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	1/28/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	1/28/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	1/28/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Gary Yee	Date Approved	2-24-2022		