

Board Office Use: Legislative File Info.	
File ID Number	19-1534
Introduction Date	8-14-2019
Enactment Number	19-1273
Enactment Date	8/14/19 If



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date August 14, 2019

Subject Agreement for Materials and Testing Services - Applied Materials & Engineering, Inc. - Westlake Middle School Turf Field Project

Action Requested Approval by the Board of Education of Agreement for Materials Testing Services between the District and Applied Materials & Engineering, Inc., Oakland, CA, for the latter to provide construction inspection and testing services required by the Division of the State Architects for the installation of the new Turf Field, in conjunction with the Westlake Middle School Turf Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 15, 2019 and concluding no later than June 30, 2020, in an amount not-to exceed \$11,701.00.

Inspection and testing services are needed for all construction & DSA projects.

Discussion

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Agreement for Materials Testing Services between the District and Applied Materials & Engineering, Inc., Oakland, CA, for the latter to provide construction inspection and testing services required by the Division of the State Architects for the installation of the new Turf Field, in conjunction with the Westlake Middle School Turf Field Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing August 15, 2019 and concluding no later than June 30, 2020, in an amount not-to exceed \$11,701.00.

Fiscal Impact Fund 21, Measure J

Attachments

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



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

Legislative File ID No. 19-1534

Department: Facilities Planning and Management

Vendor Name: Applied Materials & Engineering, Inc.

Project Name: Westlake Westlake Field Project No.: 15137

Contract Term: Intended Start: 8/15/2019 Intended End: 6/30/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$11,701.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this Vendor selected?

Vendor is a part of a RFP process to provide special services relative to testing of soils.

Summarize the services this Vendor will be providing.

Vendor to provide construction inspection and testing services for the Westlake Field Project.

Was this contract competitively bid? Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Price is competitive as compared to like vendors.

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 \$90,200 (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 alternative 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**

3) **Not Applicable - no exception - Project was competitively bid**

AGREEMENT FOR MATERIALS TESTING SERVICES

THIS AGREEMENT FOR MATERIALS TESTING SERVICES ("Agreement") is made and entered into effective **August 15, 2019**, 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** (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 consultant.
- B. Consultant represents that Consultant is licensed to provide materials testing 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 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 consultants specially qualified to provide the services required by the District.
2. **Description of Project.** The project concerning which such materials testing services shall be provided ("the Project") is described as the following: **to provide construction inspection and testing services required by the Division of the State Architects for the installation of the new Turf Field.**
3. **Basic Services; Term.** Consultant's Basic Services consist of Inspection and materials testing services more specifically described "in the attached Exhibit "A". The Project is expected to be complete as of **June 30, 2020**, but may not be completed until later if delays in design or construction arise.

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.

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 **One Hundred Eighty (180) Days**.

4. **Additional Services.** Any services not included in this Agreement shall be considered "Additional Services." Compensation for additional services shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Consultant. 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.

5. **Payment.** For all "Basic Services" satisfactorily performed, compensation shall be as described in *Exhibit A* to this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Eleven Thousand, Seven Hundred One No/100 (\$11,701.00)** (the "Fee"). Basic and Additional 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.

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:
\$ <u>1,000,000</u> Each Occurrence	\$ <u>1,000,000</u> Each Occurrence
\$ <u>2,000,000</u> Aggregate	\$ <u>2,000,000</u> Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
\$ <u>1,000,000</u> Each Person	\$ <u>1,000,000</u> Each Occurrence
\$ <u>1,000,000</u> Each Occurrence	

Consultant shall also maintain errors and omissions insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000) with a deductible in an amount not to exceed the sum of Twenty-Five Thousand Dollars (\$25,000).

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, CA 94608
Tel: 510-420-8190
Contact: Dushyant Manmohan

District: Oakland Unified School District
Attn: Tadashi Nakadegawa
955 High Street
Oakland, California 94601
Tel: 510-535-70381; Fax: 510-535-7040

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, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

OAKLAND UNIFIED SCHOOL DISTRICT

<u>Aimee Eng</u>	8/15/19
Aimee Eng, President, Board of Education	Date
<u>Kyla Johnson-Trammell</u>	8/15/19
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education	Date
<u>Timothy White</u>	
Timothy White, Deputy Chief, Facilities Planning and Management	Date

CONSULTANT

Applied Materials & Engineering, Inc. _____ [FIRM NAME]

By: Dushyant Manmohan

Name: Dushyant Manmohan

Title: Principal

Approved As To Form:
[Signature] _____ 7/23/19
OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

For services satisfactorily performed, and based on invoices properly documented and submitted, Consultant shall be compensated as follows:

Contract: Materials & Testing Services – Applied Materials & Engineering, Inc. – Westlake Middle School
Turf Field Project - \$11,701.00



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

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

June 3, 2019

Ms. Lee Sims
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Subject: Proposal for Special Testing & Inspection Services
DSA File #1-29, App # 01-117495
Westlake Middle School Field Renovations

Dear Ms. Sims:

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 Hourly and Unit Costs & Basis of Charges.
- 2 Budget Estimate

The fee proposal is based on a review of drawings approved by DSA on 6/12/18 and DSA Form103 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 with the project Team.

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

WESTLAKE MIDDLE SCHOOL FIELD RENOVATIONS

2629 HARRISON 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 Concrete	\$98.00
2 Compaction	\$103.00
 <u>UNIT TEST COSTS</u>	 <u>Per Set</u>
1 Concrete Cylinders, per set	\$220.00
2 Reinforcing Tensile & Bend Tests, each	\$250.00
3 Moisture-Density Curve	\$375.00
 <u>OTHER COSTS</u>	 <u>Per Hour</u>
1 Final Affidavit, each	\$350.00
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:	Cost + 5%
Work over 8 hours per day, or on Saturday, per hour	Time & One Half
Work on Sundays and Holidays, per hour	Double Time
Nigh Differential, per hour	\$15.00 per hour



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

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

WESTLAKE MIDDLE SCHOOL FIELD RENOVATIONS

2629 HARRISON 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	5,829.00
2	Reinforced Concrete	4,907.00
3	Mileage Allowance	90.00
4	Project Management	525.00
5	Final Affidavit	350.00
	TOTAL	\$ 11,701.00

DETAILED FEES

1 Soils Compaction

Basis: We will provide compaction tests as requested by the IOR. We are budgeting twelve half day trips and three moisture density curve.

a) Soils Compaction	48 hours @	\$98.00	per hour	\$ 4,704.00
b) Moisture Density Curves	3 tests @	\$375.00	per test	1,125.00
			Sub-Total	\$ 5,829.00

2 Reinforced Concrete

Basis: We are assuming four concrete placements for the concrete edge band/sloped transition.

Per project specs. a set of 5 cylinders will be sampled every 50 cu yds.

We are budgeting testing 6 reinforcing bars.

Reinforcing placement to be monitored by the IOR.

	Cu. Yds.	No. of Placements	Sets of Cylinders	INSPECTION HOURS	
				Dowel Test	Concrete
Edge band/sloped transition	N/A	4	4	0	16
Total	N/A	4	4	0	16

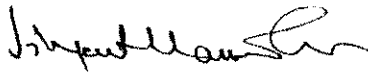
a) Mix Design Review	1 mix @	\$175.00	each	\$ 175.00
b) Rebar Sampling	8 hours @	\$98.00	per hour	784.00
c) Rebar Tests	6 sets @	\$250.00	per set	1,500.00
d) Concrete Placement Inspection	16 hours @	\$98.00	per hour	1,568.00
e) Concrete Cylinder Tests	4 sets @	\$220.00	per set	880.00
			Sub-Total	\$ 4,907.00

3	Mileage Allowance	18 trips @	\$5.00	per trip	\$	90.00
4	Project Management	3 hours @	\$175.00	per hour	\$	525.00
5	Final Affidavit	1 @	\$350.00	each	\$	350.00
				TOTAL	\$	<u>11,701.00</u>

The above fees are not-to-exceed for the construction schedule provided to us. Based on our experience on similar projects in the past, the total costs can sometimes exceed the estimate due to changes in the construction schedule. We will try to keep you informed of changes that have an adverse impact on inspection fees. **Efficiencies resulting in a reduced scope of work will result in credit back to you.**

Sincerely,

APPLIED MATERIALS & ENGINEERING, INC.



Dushyant Manmohan
Principal

ACCEPTANCE

I have read the proposal set forth in the terms above and accept the proposal with the understanding that it includes those terms.

Title Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Mandy Guo PHONE (A/C No, Ext): 510-465-3090 E-MAIL ADDRESS: mguo@dealeyrenton.com		FAX (A/C No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE		
INSURED Applied Materials & Engineering, Inc. 980 41st Street Oakland CA 94608	INSURER A: Underwriters at Lloyds London		NAIC # 15792
	INSURER B: Travelers Property Casualty Co of Ameri		25674
	INSURER C: Evanston Insurance Company		35378
	INSURER D: National Union Fire Ins. Co.		19445
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 176891720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLL1036801	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA9M032844	12/10/2018	12/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUB025079673	2/12/2019	2/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB0K198455	2/11/2019	2/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liability			MKLV7PL0003451	12/12/2018	12/12/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Glenview Elementary School New Construction Project. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

CERTIFICATE HOLDER Oakland Unified School District Attn: Tadashi Nakadegawa 955 High Street Oakland CA 94601-4404	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Westlake Middle School Field Project	Site	210
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

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 Manmohan		
OUSD Vendor ID #	000468	Title	Project Manager		
Street Address	980 41st Street	City	Oakland	State	CA
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 #	15137				

Term

Date Work Will Begin	8/15/2019	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-30-2020
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$11,701.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9450/9680	Fund 21, Measure J	210-9450-0-9680-8500-6265-213-9180-9905-9999-99999	6265	\$11,701.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	7/23/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	7/23/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			