

Board Office Use: Legislative File Info.	
File ID Number	21-0625
Introduction Date	4-14-2021
Enactment Number	21-0585
Enactment Date	4/14/2021 er



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 April 14, 2021

Subject Amendment No. 5, Independent Consultant Agreement - Anthonio, Inc. - Foster The Center Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 5 to the Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, in an additional amount of \$22,195.00, based on 12 additional weeks of work, increasing Agreement not to exceed amount from \$1,289,157.00 to \$1,311,352.00 and extending the expiration of the Agreement from December 4, 2020, to May 31, 2021 (an additional 178 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Discussion The scope of the Amendment is a one hundred seventy-eight (178) calendar days' extension to the term date for continued Inspector of Record services until the close out of the project.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 5 to the Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, in an additional amount of \$22,195.00, based on 12 additional weeks of work, increasing Agreement not to exceed amount from \$1,289,157.00 to \$1,311,352.00 and extending the expiration of the Agreement from December 4, 2020, to May 31, 2021 (an additional 178 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 5
- Consultant Proposal
- Insurance Certificate

AMENDMENT NO. 5

INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **January 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Foster The Center Project** as follows and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One hundred seventy-eight (178) days</u>, and the amended expiration date is <u>May 31, 2021</u>. The current end date is <u>December 4, 2020</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Twenty-two Thousand One Hundred Ninety-five dollars No/100 (\$22,195.00), based on additional time described in attached Exhibit A.</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>One Million, Two Hundred Eighty-nine Thousand, One Hundred Fifty-seven dollars No/100 (\$1,289,157.00)</u>, and after this amendment, the not to exceed contract price will be: <u>One Million Three Hundred Eleven Thousand, Three Hundred Fifty-two dollars No/100 (\$1,311,352.00)</u>.</p>			

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

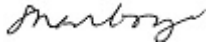
5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-8-2017	Compensation	\$180,500.00
02	5-9-2018	Compensation & Term	\$601,750.00
03	8-14-2019	Compensation & Term	\$80,000.00
04	11-12-2020	Compensation & Term	\$24,107.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT



Shanthi, Gonzales, President,
Board of Education

4/15/2021
Date



Kyla Johnson-Trammell, Superintendent
Board of Education

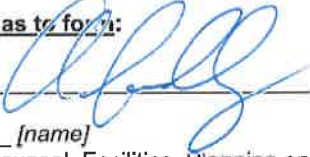
4/15/2021
Date



Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

3/18/2021
Date

Approval as to form:



3/17/21
Date

Arne Sandberg [name]
General Counsel, Facilities, Planning and Management

CONTRACTOR

 3/17/2021

Contractor Signature Date

TONY OGBEFIDE, PRINCIPAL
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

1. Detailed Description of Services to be provided: No change to scope of work. Amendment for a price increase (based on 12 additional weeks of work) and a time extension, as described in the attached Proposal dated February 10, 2021.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



EXHIBIT A

Jason R. Zalinski

333 Hegenberger Rd, Suite 206
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

Inspection & Construction Services
Oakland Ca 94612
Phone: (209) 652-9453
Email: jasonrzalinski@gmail.com
DSA/ORS Cert. #4864

February 10, 2021

Oakland Unified School District (OUSD)
Attn: Elena Comrie
955 High St, Oakland, CA 94601

RE: CENTRAL KITCHEN GREENHOUSE

Dear Ms. Comrie,

We are sending this proposal per your request for the new Central Kitchen Greenhouse Project (at the Foster School site.)

Our services will continue to include the review of plans & Spec's prior of site start up, weekly reporting through DSABox System, coordination and monitoring of special inspectors, observance & inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.

Which is an additional 4 months to the existing Central Kitchen project.

@ Additional months: 243 hours (20 hours/week @ 12 weeks based on District's schedule).

Adjusted Amended Additional Fees will be = \$22,195.00

We again are looking forward to continuing working with you & the team at OUSD.
Sincerely,

Tony Ogbeide

Jason R. Zalinski



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	The Center at Foster Project	Site	184
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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	Anthonio Inc.	Agency's Contact	Tony Ogbiede
OUSD Vendor ID #	V054447	Title	Project Manager
Street Address	333 Hegenberger Road, Suite 304	City	Oakland
Telephone	510-798-4202	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	15120	Policy Expires	
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-13-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	5-31-2021

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$22,195.00
Other Expenses		Requisition Number	PO21-03547

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
9350 9663	Fund 21, Measure B	210-9799-0-9569-8500-6235-184-9180-9901-9999-99999	6235	\$22,195.00

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.	Acting Director, Facilities Planning and Management	Signature		Date Approved	3/18/21
2.	General Counsel, Department of Facilities Planning and Management	Signature	Lozano Smith, as to form only	Date Approved	3/17/21
3.	Deputy Chief, Facilities Planning and Management	Signature		Date Approved	3/18/2021
4.	Chief Financial Officer	Signature		Date Approved	
5.	President, Board of Education	Signature		Date Approved	

Board Office Use: Legislative File Info.	
File ID Number	20-2036
Introduction Date	11-12- 2020
Enactment Number	20-1686
Enactment Date	11/12/220 lf



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date November 12, 2020

Subject Amendment No. 4 Independent Consultant Agreement for Professional Services - Anthonio, Inc. - Foster The Center - Inspector of Record (“IOR”) Inspection Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 4 of Contract for IOR Inspection Services between the District and Anthonio, Inc., Oakland, CA, in an additional amount of \$24,107.00 based on a rate increase, increasing Agreement not to exceed amount from \$1,265,050.00 to \$1,289,157.00, extending time of the Agreement, by 190 additional calendar days, revising term from January 13, 2016 through May 29, 2020 to December 4, 2020, for the Foster The Center, Inspection Services Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant. All other terms and conditions of the Agreement remain in full force and effect.

Discussion The scope of work of the Amendment is for one hundred ninety (190) calendar days’ time extension and an increase in the Agreement not to exceed amount based on a rate increase.

LBP (Local Business Participating Percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 4 of Contract for IOR Inspection Services between the District and Anthonio, Inc., Oakland, CA, in an additional amount of \$24,107.00 based on a rate increase, increasing Agreement not to exceed amount from \$1,265,050.00 to \$1,289,157.00, extending time of the Agreement, by 190 additional calendar days, revising term from January 13, 2016 through May 29, 2020 to December 4, 2020, for the Foster The Center, Inspection Services Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact

Fund 21, Measure J

Attachments

- Amendment No. 4
- Consultant Proposal
- Insurance Certificate

AMENDMENT NO. 4

INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **January 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Foster Central Commissary Project** as follows and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: No change to scope of work. Amendment is for time extension and increase in the Agreement not to exceed amount, based on a rate increase described in the Proposal dated September 24, 2020.</p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One hundred ninety (190) days</u>, and the amended expiration date is <u>December 4, 2020</u>. The current end date is <u>May 29, 2020</u></p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <u>Twenty-four Thousand One Hundred Seven dollars No/100 (\$24,107.00)</u>.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>One Million, Two Hundred Sixty-five Thousand, Fifty dollars No/100 (\$1,265,050.00)</u>, and after this amendment, the not to exceed contract price will be: <u>One Million Two Hundred Eighty-nine Thousand, One Hundred Fifty-seven dollars No/100 (\$1,289,157.00)</u>.</p>			

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-8-2017	Compensation	\$180,500.00
02	5-9-2018	Compensation & Term	\$601,750.00
03	8-14-2019	Compensation & Term	\$80,000.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.


OAKLAND UNIFIED SCHOOL DISTRICT



 Jody London, President,
 Board of Education

11/13/2020

 Date



 Kyla Johnson-Trammell, Superintendent
 Board of Education

11/13/2020

 Date



 Tadashi Nakadegawa, Interim Deputy Chief,
 Facilities Planning and Management

10/16/2020

 Date

Approval as to form:



 Arne Sandberg [name] Lozano Smith
 General Counsel, Facilities, Planning and Management

10/15/20

 Date

CONTRACTOR



 Contractor Signature

10/5/2020

 Date

Tony Ogbeide, Principal

 Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

1. Detailed Description of Services to be provided: No change to scope of work. Amendment is for time extension and increase in the Agreement not to exceed amount, based on a rate increase described in the Proposal dated September 24, 2020.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



Jason R. Zalinski

333 Hegenberger Rd, Suite 206
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

Inspection & Construction Services
Oakland Ca 94612
Phone: (209) 652-9453
Email: jasonrzalinski@gmail.com
DSA/ORS Cert. #4864

September 24, 2020

Oakland Unified School District (OUSD)
Attn: Elena Comrie
955 High St, Oakland, CA 94601

RE: CENTRAL KITCHEN GREENHOUSE

Dear Ms. Comrie,

We are sending this proposal per your request for the new Central Kitchen Greenhouse Project (at the Foster School site.)

Our new hourly rate is at \$115.00 per hour.

Inspection rate for after 40 Hours in any given week, weekends and hours between 6:00 p.m. and 6:00 a.m. are at Time & Half per hourly Rate

Holidays the rate will be at Double the Hourly rate.

Adjusted Amended Additional Fees will be = \$24,107.00

Our services will continue to include the review of plans & Spec's prior of site start up, weekly reporting through DSABox system, coordination and monitoring of special inspectors, observance & inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.

Additional fees will be charged at present hourly rate for any additional work after that period. All DSA projects are subject to DSA approval.

We again are looking forward to working with you & the team at OUSD.

Sincerely,

Tony Ogbeide

A handwritten signature in black ink that reads 'Tony Ogbeide'.

Jason R. Zalinski

A handwritten signature in black ink that reads 'Jason R. Zalinski'.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2020

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 Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523 License#: 0K07568 ANTHINC-01	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 FAX (A/C, No): 925-686-6118 E-MAIL ADDRESS: Certificates@pdins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER B: State Compensation Ins Fund</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER C: Lloyds Of London</td> <td style="text-align: center;">10043</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: State Compensation Ins Fund	35076	INSURER C: Lloyds Of London	10043	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED ANTHONIO, INC. 333 Hegenberger Rd.#206 Oakland CA 94621															

COVERAGES **CERTIFICATE NUMBER: 568627223** **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 SUBR INSD WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> X	COMMERCIAL GENERAL LIABILITY	Y		BKS56027948	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 1,000,000	
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$		
A	<input checked="" type="checkbox"/> X	AUTOMOBILE LIABILITY			BAS56027948	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> X						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
		UMBRELLA LIAB						EACH OCCURRENCE	\$	
		EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$
DED		RETENTION \$						\$		
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	9147386-20	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
C		Errors & Omissions			ANE104270419	11/29/2019	11/29/2020	Limit	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG 88 10 04 13.
 Oakland Unified School District

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1000 High Street, Suite 440 Oakland, CA 94601 USA	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
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Anthonio, Inc. - Foster The Center - Inspector of Record ("IOR") Inspection Services Project	Site	210
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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	Anthonio Inc.	Agency's Contact	Tony Ogbiede		
OUSD Vendor ID #	V054447	Title	Project Manager		
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA Zip 94621
Telephone	510-798-4202	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 #	15120				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-13-2016	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-4-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$24,107.00
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
9350 9663	Fund 21, Measure B	210-9799-0-9569-8500-6235-184-9180-9901-9999-99999	6235	\$24,107.00

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.	Acting Director, Facilities Planning and Management				
	Signature for Kenya Chatman	Date Approved	10/16/2020		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, As to form only	Date Approved	10/15/20		
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	10/16/2020		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			



Board Office Use: Legislative File Info.	
File ID Number	19-1529
Introduction Date	8-14-2019
Enactment Number	19-1271
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 Amendment No. 3, Independent Consultant Agreement for Professional Services Greater Than \$92,600 - Anthonio, Inc. - Foster The Center Project

Action Requested Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Anthonio, Inc., Oakland CA, for the latter to provide Five (5) months extension to term date for continued full-time Inspector of Record services for the Commissioning and Close out of the project as required by the Division of State Architect, in conjunction with Foster the Center Project, and extending Agreement term from December 31, 2018 through December 31, 2019 to May 29, 2020, in an additional amount of \$80,000.00, increasing Agreement not to exceed amount from \$1,185,050.00 to \$1,265,050.00. All other terms and conditions of the Agreement remain in full force and effect.

Discussion Additional Inspector of Record services are needed until close out of the project.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3, Independent Consultant Agreement for Professional Services Greater Than \$92,600 between the District and Anthonio, Inc., Oakland CA, for the latter to provide Five (5) months extension to term date for continued full-time Inspector of Record services for the Commissioning and Close out of the project as required by the Division of State Architect, in conjunction with Foster the Center Project, and extending Agreement term from December 31, 2018 through December 31, 2019 to May 29, 2020, in an additional amount of \$80,000.00, increasing Agreement not to exceed amount from \$1,185,050.00 to \$1,265,050.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 21, Measure B

Attachments

- Amendment No. 3, including scope of work
- Consultant Proposal
- Insurance Certificate



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

Legislative File ID No. 19-1529

Department: Facilities Planning and Management

Vendor Name: Anthonio Inc.

Project Name: Foster The Center Project No.: 13133

Contract Term: Intended Start: 8/15/2019 Intended End: 5/29/2020

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$80,000.00

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?

This is an existing consultant presently on the project.

Summarize the services this Vendor will be providing.

This scope of services is to extend (2) full- time DSA Inspector of Record.
Providing Construction Quality Management and Inspection services for all construction activities.

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

If No, please answer the following:

1) How did you determine the price is competitive?

This project was processed through an RFP. The District received multiple proposals and this contractor submitted the lowest proposal.

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**



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **January 13, 2016**, and the parties agree to amend that Agreement as follows:

1.	Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of work includes to extend (2) full-time Inspector of Record services for the Commissioning and Close out of the project as required by the Division of State Architect.</u></p>			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>5 months</u>, and the amended expiration date is <u>5-29-2020</u>.</p>			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> increase of <u>\$80,000.00</u> to the original contract amount</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>			
<p>and the contract total is One Million, Two hundred Sixty-five thousand, fifty NO/100 dollars (\$1,265,050.00).</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-8-2017	Change to Scope and Compensation	\$180,500.00
2	5-9-2018	Change to Scope, Compensation & Term	\$601,750.00

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 Aimee Eng, President,
 Board of Education

8/15/19
Date

 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education

8/15/19
Date

CONTRACTOR

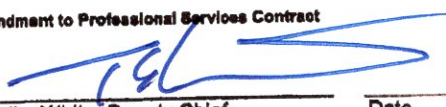
 Contractor Signature

6/25/2019
Date

TONY OGBEIDE, Principal

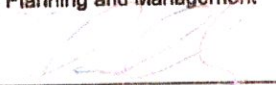
 Print Name, Title

Amendment to Professional Services Contract



 Timothy White, Deputy Chief
 Facilities, Planning and Management

 Date



 Arne Sandberg,
 General Counsel, Facilities, Planning and Management

 Date

EXHIBIT "A" Scope of Work

Contractor Name: Anthonio, Inc.

Billing Rate: \$80,000.00

1. Description of Services to be Provided

The scope of work to includes to extend (2) full-time Inspector of Record services for the Commissioning and Close out of the project as required by the Division of State Architect.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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>



 Tadashi Nakadegawa
 Director of Facilities Planning & Management



Jason R. Zalinski

333 Hegenberger Rd, Suite 206
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

Inspection & Construction Services
Oakland Ca 94612
Phone: (209) 652-9453
Email: jasonzalinski@gmail.com
DSA/ORS Cert. #4864

May 22, 2019

Oakland Unified School District (OUSD)
Attn: Elena Comrie
955 High St, Oakland, CA 94601

Dear Ms. Comrie,

We are sending this proposal per your request for the Central Kitchen Project Phase #2 (At the Foster School site.)
Our hourly rate remain at \$110.00 per hour.
Inspection rate for after 40 Hours in any given week, weekends and hours between 6:00 p.m. and 6:00 a.m. are at Time & Half per hourly Rate
Holidays the rate will be at Double the Hourly rate.

We anticipate the completion of the project work to be In September 2019.
Additional 2 months is required to complete this project.
⊕ Additional months: (44 work days or 704 hours (2-ORS X 8 HR./day X 44 days) based on District's schedule.
= \$80,000.00

Adjusted Amended Additional Fees will be = \$80,000

Our services will continue to include the review of plans & Spec's prior of site start up, weekly reporting through DSABOX system, coordination and monitoring of special inspectors, observance & inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.

Additional fees will be charged at present hourly rate for any additional work after that period.
All DSA projects are subject to DSA approval.

We again are looking forward to working with you & the team at OUSD.
Sincerely,

Tony Ogbeide

Tony Ogbeide
5/22/19

Jason R. Zalinski

Jason R. Zalinski



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Foster The Center Site 210

Basic Directions

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

Attachment Checklist Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name Anthonio Inc. Agency's Contact Tony Ogbeide OUSD Vendor ID # 000453 Vendor Title: Address 333 Hegenberger Road, Suite 304 Oakland, CA 64621 Telephone 5107984202 Policy Expires: Contractor History Previously been an OUSD contractor? Yes Worked as an OUSD employee? Yes OUSD Project # 13133

Term

Date Work Will Begin 8/15/2019 Date Work Will End By 5/29/2020 (not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$1,265,050.00 Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount \$80,000.00 Other Expenses Requisition Number

Budget Information

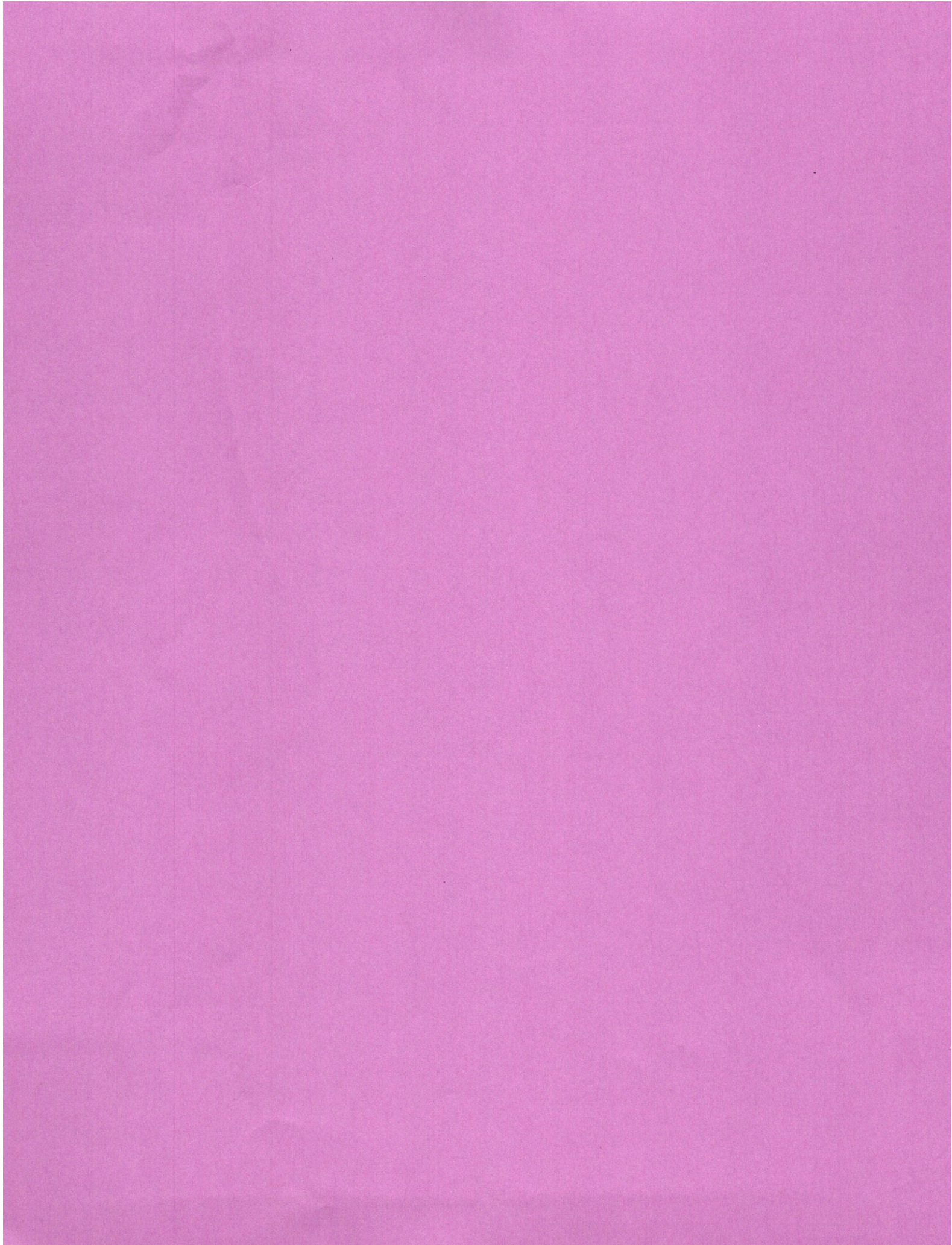
If you are planning to multi-fund a contract using LEO funds, please contact the State and Federal Office before completing requisition.

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9799/9569, Fd21 Measure B, 210-9799-0-9569-8500-6235-184-9180-9901-9999-99999, 6235, \$80,000.00

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, Department of Facilities Planning and Management Signature Date Approved 7/2/19 2. General Counsel, Department of Facilities Planning and Management Signature Date Approved 3. Deputy Chief, Department of Facilities Planning and Management Signature Date Approved 7/22/19 4. Senior Business Officer, Board of Education Signature Date Approved 5. President, Board of Education Signature Date Approved



Board Office Use: Legislative File Info.	
File ID Number	18-0996
Introduction Date	5-9-2018
Enactment Number	18-0781
Enactment Date	5/9/18 lf



**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 of Facilities Planning and Management

Board Meeting Date May 9, 2018

Subject Amendment No. 2, Independent Consultant Agreement - Anthonio, Inc. - Foster The Center Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide two full-time DSA Inspector of Record for construction quality management and inspection services for all construction activities, in conjunction with the Foster The Center Project, in an amount not-to-exceed \$601,750.00 increasing previous contract amount from \$583,300.00 to a not to exceed amount of \$1,185,050.00 and to extend the ending date from December 31, 2018 to December 31, 2019. All remaining portions of the agreement shall remain in full force and effect.
*Agreement approved March 8, 2017; File No. 17-0302; Enactment No. 17-0303

Discussion Continued inspection services are in place to complete Phase II construction on The Center Kitchen Commissary per DSA requirements. Construction resumed February 2018, extending the schedule reflecting a revised target completion date of December 2019

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide two full-time DSA Inspector of Record for construction quality management and inspection services for all construction activities, in conjunction with the Foster The Center Project, in an amount not-to-exceed \$601,750.00 increasing previous contract amount from \$583,300.00 to a not to exceed amount of \$1,185,050.00 and to extend the ending date from December 31, 2018 to December 31, 2019. All remaining portions of the agreement shall remain in full force and effect.
*Agreement approved March 8, 2017; File No. 17-0302; Enactment No. 17-0303



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Fiscal Impact

Fund 21, Measure B

Attachments

- Amendment No. 1, including scope of work
- Certificate of Insurance
- Consultant Proposal



AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio Inc.** OUSD entered into an Agreement with CONTRACTOR for services on January 13, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
	<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide two full-time DSA Inspector of Record for construction quality management and inspection services for all construction activities.</u></p>	
2. Terms (duration):	The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
	<p>If term is changed: The contract term is extended by an additional <u>11 months</u>, and the amended expiration date is <u>12/1/2019</u>.</p>	
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
	<p>If the compensation is changed: The contract price is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> increase of \$601,750.00 to the original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>	
	<p>and the contract total is One Million One Hundred Eighty-Five Thousand Fifty Dollars and No/100 (\$1,185,050.00).</p>	

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	3-18-2017	Provide Inspector of Record	\$180,500.00

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 5/10/18
 Aimee Eng, President, Board of Education Date

[Signature] 5/10/18
 Kyla Johnson-Trammell, Superintendent Secretary, Board of Education Date

[Signature] 4-27-18
 Timothy White, Deputy Chief Facilities, Planning and Management Date

[Signature] 4/30/18
 Marion McWilliams, General Counsel, Facilities, Planning and Management Date

CONTRACTOR

Tony Ogbeide 4/25/2018
 Contractor Signature Date

TONY OGBEIDE, Principal
 Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Anthonio Inc.

Billing Rate: \$601,750.00

1. Description of Services to be Provided

The scope of work to provide two full-time DSA Inspector of Record for construction quality management and inspection services for all construction activities.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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>

[Signature]
 Cesar Monterrosa
 Director of Facilities Planning & Management



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

Legislative File ID No. 18-0996
 Department: Facilities Planning and Management
 Vendor Name: Anthony Inc.- Amend #2
 Project Name: Foster The Center Project No.: 13133
 Contract Term: Intended Start: 1/13/2016 Intended End: 12/1/2019
 Annual (if annual contract) or Total (if multi-year agreement) Cost: \$601,750.00
 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?

This is an existing consultant presently on the project.

Summarize the services this Vendor will be providing.

This scope of services is for (2) full-time DSA Inspector of Record.
 Providing Construction Quality Management and Inspection services for all construction activities.

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

If No, please 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 \$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**



ANTHONIO Inc.

333 Hegenberger Road, Suite 304, Oakland, CA 94621

(510) 798-4202 FAX: (510) 886-1243

togbeide@aoa-inc.com

DATE: April 25, 2018

RE: ANTHONIO, INC. Authorized Signatories

TO WHOM IT MAY CONCERN:

The employees bearing President, Executive Vice President, Vice President, and Principal titles are hereby authorized to sign on behalf of ANTHONIO, INC.

Sincerely,

Tony Ogbeide,
Principal
ANTHONIO, INC.



Jason R. Zalinski

333 Hegenberger Rd, Suite 304
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

Inspection & Construction Services
Oakland Ca 94612
Phone: (209) 652-9453
Email: jasonrzalinski@gmail.com
DSA/ORS Cert. #4864

April 18, 2018

Oakland Unified School District (OUSD)
Attn: Elena Comrie
955 High St, Oakland, CA 94601

SUBJECT: AMENDMENT #2 - INSPECTION SERVICES - CENTRAL KITCHEN

Dear Ms. Comrie,

We are resending this Proposal per your request on 4/13/2018 for the Central Kitchen Project Phase #2 (At the Foster School Central Kitchen Project).
Our hourly rate will be \$110.00 per hour effective January 1st, 2018.
Inspection rate for after 40 Hours in any given week, weekends and hours between 6:00 p.m. and 6:00 a.m. are at Time & Half per hourly Rate
Holidays the rate will be at Double the Hourly rate.

We have started full-time inspection of phase #2 work in January 2018 and on-site construction to continue through November of 2019 including DSA close out.
Phase #2 billing started as of December 1st, 2017
We currently have Two (2) Class -1 IORs full time throughout this project starting January 2018 through August 2019.
During commissioning and close-out phase, one part-time inspector will be required from September 2019 to October 2019 per your recent schedule.
Heavy Construction with 2 IORs: 17 months (1/2018-8/2019) (361 w/days) = 5,776 hours = \$635,360.
Commission/Close-out with 1 IOR: 4 months (9/2019-10/2019) (43 w/days) = 172 hours = \$18,920.
Approximately sub-total for duration of project = \$635,360 + \$18,920 = \$654,280
Less: Approximately \$52,530 remain in Contract as of March 31, 2018.

Adjusted Amended Additional Fee = \$601,750 *JE 4/18/18*

Our services will include the review of plans and Spec's prior of site start up, the set up of DSA required file system, coordination and monitoring of special inspectors, observance and inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.
Project is to be closed out on or by November 2019 as described above. Additional fees will be charged at present hourly rate for any additional work after that period.
All DSA projects are subject to DSA approval.

We again are looking forward to working with you and the team at OUSD.

Sincerely,
Tony Ogbeide
Tony Ogbeide

Jason R. Zalinski



ANTHINC-01

PATRA02

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2018

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 License # 0K07568 Pacific Diversified Insurance Services 925-686-2860 363 Civic Drive Suite 100 Pleasant Hill, CA 94523	CONTACT NAME: PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No):	
	E-MAIL ADDRESS:	
INSURED ANTHONIO, INC. 333 Hegenberger Rd. Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	NAIC # 24082
	INSURER B: State Compensation Ins Fund	35076
	INSURER C: Lloyds Of London	10043
	INSURER D: INSURER E: INSURER F:	


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

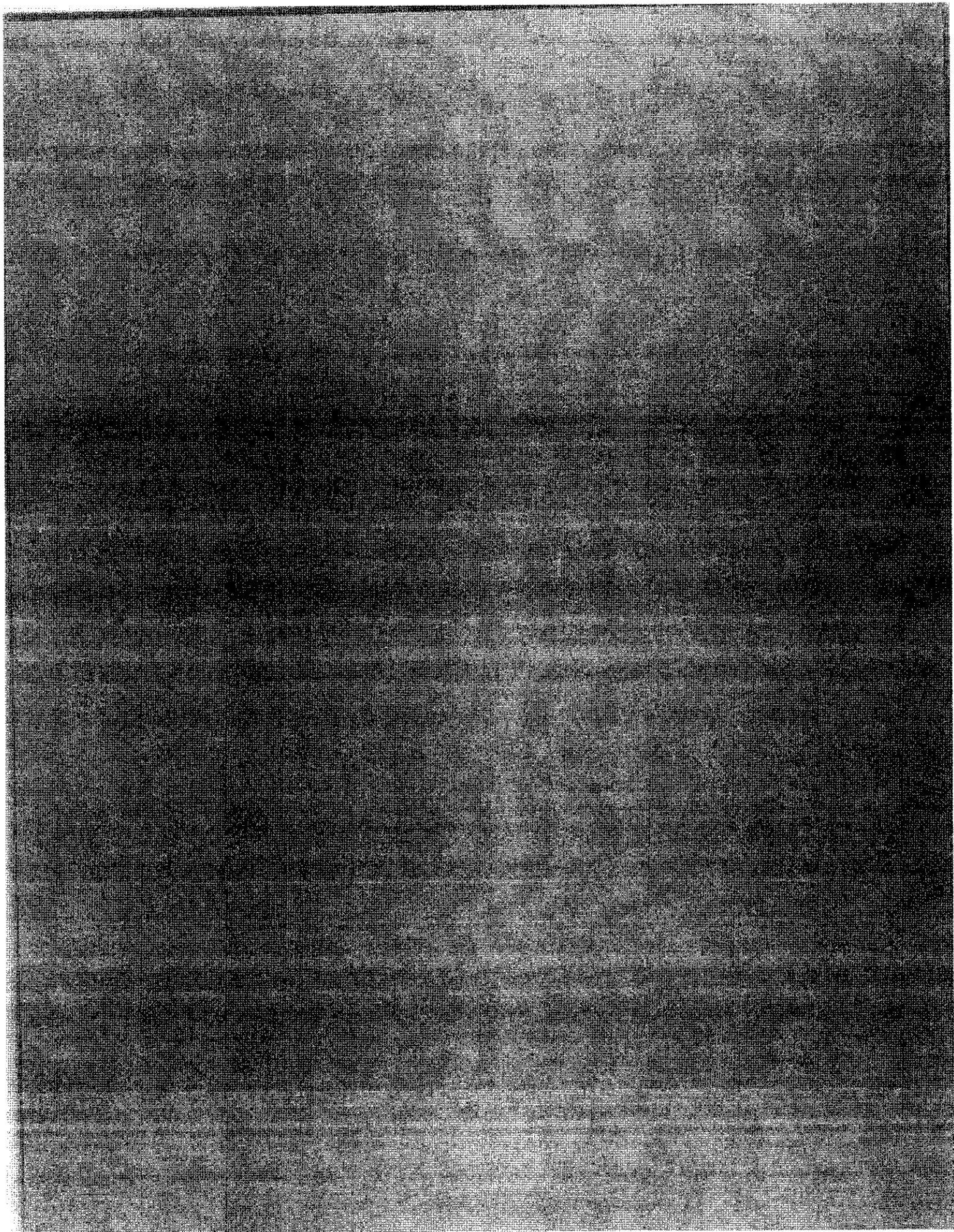
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

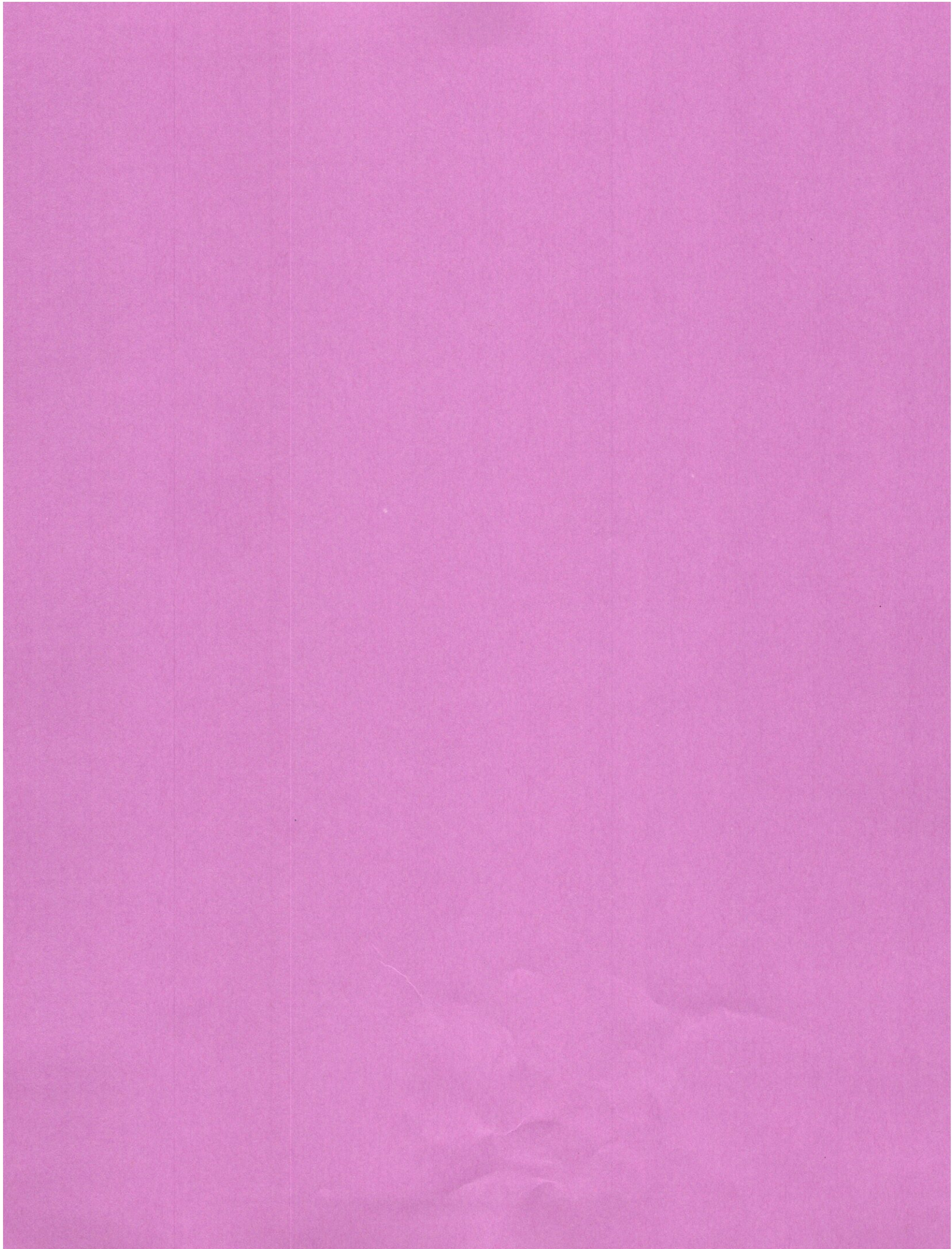
INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	BKS56027948	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
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 N/A	9147386-17	07/01/2017	07/01/2018	<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	Errors & Omissions		ANE104270417	11/29/2017	11/29/2018	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability
Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG 88 10 04 13.

Re: Oakland Unified School District (OUSD) - DISTRICT WIDE
Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Oakland, CA 94601	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 





Board Office Use: Legislative File Info.	
File ID Number	17-0302
Introduction Date	3-8-2017
Enactment Number	17-0303
Enactment Date	3-8-17



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date March 8, 2017

Subject Amendment No. 1, Independent Contractor Agreement - Anthonio, Inc. - Foster Central Commissary Project

Action Requested Approval by the Board of Education of an Amendment No. 1, Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide Inspector-of-Record (IOR), in conjunction with the Foster Central Commissary Project, in an amount not-to exceed \$180,500.00 increasing previous contract amount from \$402,800.00 to a not to exceed amount of \$583,300.00. All other terms and conditions of the Contract remain in full force and effect.

Discussion New DSA requirements call for two IOR's be assigned to large projects which includes The Foster Commissary Project. This amendment covers the services of the required second IOR.

LBP (Local Business Participation Percentage) 100.00%

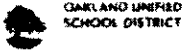
Procurement Method RFP was issued February 28, 2014.

Recommendation Approval by the Board of Education of an Amendment No. 1, Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide Inspector-of-Record (IOR), in conjunction with the Foster Central Commissary Project, in an amount not-to exceed \$180,500.00 increasing previous contract amount from \$402,800.00 to a not to exceed amount of \$583,300.00. All other terms and conditions of the Contract remain in full force and effect

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1 including scope of work
- Certificate of Insurance
- Consultant Proposal



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Antonio, Inc. OUSD entered into an Agreement with CONTRACTOR for services on January 13, 2016, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. x The scope of work has changed.
 If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide IOR inspections.

2. **Terms (duration):** X The term of the contract is unchanged. The term of the contract has changed.
 If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
 If the compensation is changed: The contract price is amended by
 X Increase of \$180,500.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is Five hundred eighty-three thousand, three hundred dollars and no cents (\$583,300.00)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

X There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature] 3/8/17
Date
James Harris, President
Board of Education

[Signature] 3/8/17
Date
Devin Quinn, Interim
Arwen Wilson, Superintendent
Secretary, Board of Education

[Signature] _____
Date
Joe Dominguez, Deputy Chief
Facilities, Planning and Management

CONTRACTOR
[Signature] 1/12/17
Date
Contractor Signature
TONY OGBEIDE, PRINCIPAL
Print Name, Title

File ID Number: 17-0302
Introduction Date: 3-8-17
Enactment Number: 17-0303
Enactment Date: 3-8-17
Rv:

[Signature]

EXHIBIT "A" Scope of Work

Contractor Name: Geosphere Consultants, Inc.

Billing Rate: One hundred eighty thousand, five hundred dollars and no cents (\$180,500.00)

1. Description of Services to be Provided

The scope of the project is to provide IOR Inspections.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

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



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students.

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

Legislative File ID No. 15-2492

Department: Facilities

Vendor Name: Anthony Inc

Project Name: The Center Project No.: 13133

Contract Term: Start Date: 12/21/15 End Date: 12/21/18

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 402,800.00

Approved by: Lance Jackson

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

Why was this Vendor selected?

They are one of a few local minority inspection firms and based on the work load of the other firms they were selected for this project.

Summarize the services this Vendor will be providing.

Required DSA inspections through the construction process.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

As stated above.



333 Hegenberger Road, Suite 304, OAKLAND, CA 94621
Tel: (510) 798 - 4202 Fax: (510) 886 - 1243:

EXHIBIT A

**AMENDMENT #1
FOR
INSPECTION SERVICES**

Client: Oakland Unified School District (OUSD)

PROJECT NAME: FOSTER SCHOOLYARD & CENTRAL KITCHEN PROJECT
PROJECT NO.:
DSA APPLICATION NO.: 01- 114989
FILE No.: NA

LOCATION: FOSTER SCHOOL
Oakland, CA

SERVICES: Inspection Services for all construction activities.

Estimated COST (Not-To-Exceed): **\$180,500**

PROPOSAL DETAILS

See attached detailed cost estimate from Jason Zalinski.

CC: John Esposito, Project Manager

Tony Ogbeide 12/16/16
TONY OGBEIDE



CERTIFICATE OF LIABILITY INSURANCE

ANTHINC-01 CHALYCEP
DATE (MM/DD/YYYY)
11/29/2016

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 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 License # 0504035
Pacific Diversified Insurance, Inc.
925-686-2860
200 Gregory Lane Bldg A
Pleasant Hill, CA 94523

INSURED

ANTHONIO, INC.
333 Hegenberger Rd.
Oakland, CA 94621

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No):
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Ohio Security Insurance Company 24082
INSURER B: State Compensation Ins Fund 35076
INSURER C: Lloyds Of London
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	BKS56027948	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	9147386-16	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions		ANE104270416	11/29/2016	11/29/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Oakland Unified School District (OUSD) - DISTRICT WIDE
As required by signed written contract: Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives are additional insured with respects to general liability per attached endorsement CG88 10 04 13.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District 955 High Street Oakland, CA 94601	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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies

I. **ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties in The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - **Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/ MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - **Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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EXHIBIT A



Jason R. Zalinski

333 Hegenberger Rd, Suite 304
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

Inspection & Construction Services
2601 San Pablo Ave, Oakland Ca 94612
Phone: (209) 652-9453
Email: jasonrzalinski@gmail.com
DSA/ORS Cert. #4864

October 29, 2015

Oakland Unified School District
Attn: John Esposito
955 High st, Oakland, CA 94601

Dear Mr. Esposito

We are sending this proposal per your request for the Central Kitchen Project (At the Foster School site.) DSA Appl, #01-(Not yet available)

Our hourly rate will be \$ 95.00 per hour.

Inspection rate for after 40 Hours in any given week, weekends and hours between 6:00 p.m. and 6:00 a.m. is at Time & Half per hourly Rate
Holidays the rate will be at Double the Hourly rate.

We anticipate the start of soils/site work to start in December of 2015 & on-site construction to continue through August of 2017 including DSA close out. Weekly billing will start no later January 4, 2016.

We are figuring one Class one Inspector full time thru out this project.

Project review & set up ----- 60 Hours at \$95.00 = \$5700.00

On site/admin services during construction 3120 Hours at \$95.00 = \$296,400.00

Punch list & DSA close out ----- 160 Hour @ \$95.00 = \$15,200

Total Estimated cost \$317,300.00

If inspection services are needed for the approx, 5 months or 900 hours during commissioning & at full time the added cost is 900 hours at 95.00=\$85,500.00

Adjusted total Cost=\$402,800.00

Either Jason R. Zalinski or Stephen Pahl will likely to be the class one inspector on this project.

Our services will include the review of plans & Spec's prior of site start up, the set up of DSA required file system, coordination & monitoring of special inspectors, observance & inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.

Project is to be closed out within 1 months of final punch list in August, of 2017. Additional fees will be charged @ present hourly rate for any additional work after the month.



All DSA projects are subject to DSA approval.

We again are looking forward to working with you & the team at OUSD.

Sincerely,
Tony Ogbeide

Jason R. Zalinski

A handwritten signature in black ink that reads 'Tony Ogbeide' with a large, stylized flourish at the end.

A very faint handwritten signature, likely 'Jason R. Zalinski', which is barely legible.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Foster The Center Project	Site	184
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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 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
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Contractor Information

Contractor Name	Anthonio, Inc.	Agency's Contact	Tony Ogbeide
OUSD Vendor ID #	V054447	Title	Project Manager
Street Address	333 Hegenberger Road, Suite 304	City	Oakland
Telephone	510-798-4202	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94621
OUSD Project #	13133	Policy Expires	
		Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	5-10-2018	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2019
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Compensation

Total Contract Amount	\$583,300.00	Total Contract Not To Exceed	\$1,185,050.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$601,750.00
Other Expenses		Requisition Number	

Budget Information

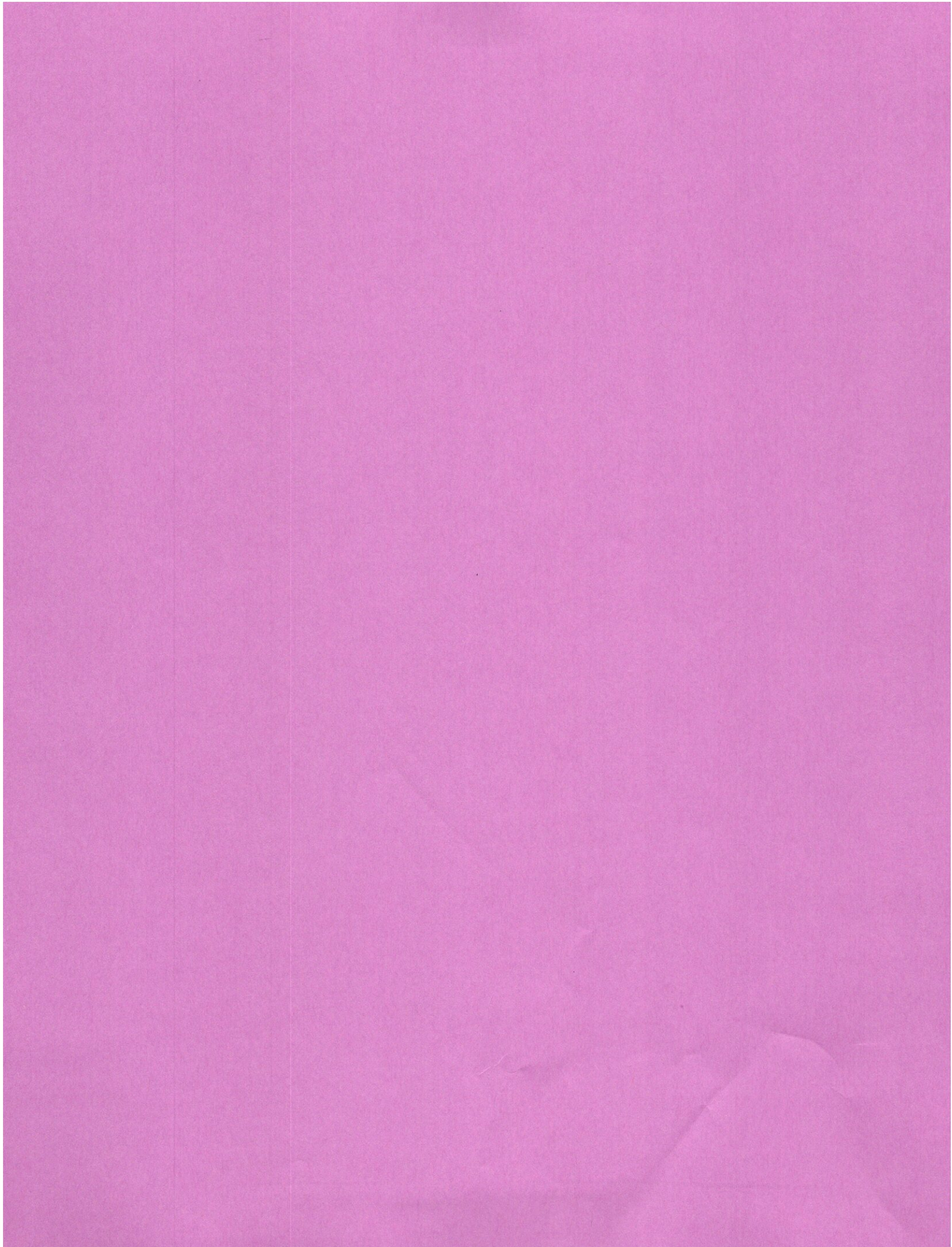
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Fund 21, Measure J	1849905890	6235	\$601,750.00

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 4/24/18		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 4/30/18		
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved 4-27-18		
4.	Senior Business Officer, Board of Education	Signature	Date Approved		
5.	President, Board of Education	Signature	Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	15-2492
Introduction Date	1-13-2016
Enactment Number	16-0028
Enactment Date	1/13/16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date January 13, 2016

Subject Independent Contractor Agreement for Professional Services - Anthonio, Inc. - Foster Central Commissary Project

Action Requested Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Anthonio, Inc. for Inspector of Record Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$402,800.00. The term of this Agreement shall commence on January 13, 2016 and shall conclude no later than December 31, 2018.

Background The State of California mandates that an Inspector of Record be on all Division of State Architect projects.

Discussion All Division of State Architect Project require inspection services of a state-certified inspector.

LBP (Local Business Participation Percentage) 100.00%

Procurement Method RFP issued February 28, 2014.

Recommendation Approval by the Board of Education of an Independent Contractor Agreement for Professional Services with Anthonio, Inc. for Inspector of Record Services on behalf of the District at the Foster Central Commissary Project, in an amount not-to exceed \$402,800.00. The term of this Agreement shall commence on January 13, 2016 and shall conclude no later than December 31, 2018.

Fiscal Impact Measure J

Attachments

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

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Inspector of Record

This Independent Contractor Agreement for Professional Services ("Agreement") is made as of the 16th day of November in the year 2015, between the Oakland Unified School District ("District") and Anthonio, 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 Inspector of Record (IOR) services for the Foster Central Commissary project.

- 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 December 31, 2018. 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 Four hundred and two thousand, eight hundred dollars and no cents (\$402,800.00). 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
333 Hegenberger Road, Suite 304
Oakland, CA 94621
Attn: Tony Ogbelde
Tel: 510-798-4202

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.

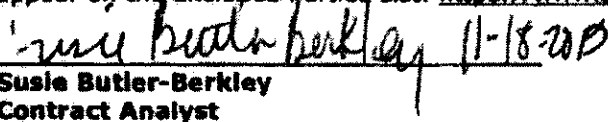
30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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>

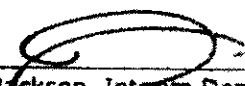
 11-18-2010
Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:


OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 11/14/16
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


By: TONY OGBEIDE 11/18/2015
Date
Its: Principal

APPROVED AS TO FORM:


OUSB Facilities Legal Counsel 12.9.15
Date

File ID Number: 15-2492
Introduction Date: 11/3/16
Enactment Number: 16-006
Enactment Date: 11/3/16
By: 

Information regarding Contractor:

Contractor: ANTHONIO
License No.: _____
Address: 333 Hegenberger Rd #304, Oakland
Telephone: 510-798-4202
Facsimile: 510-886-1243
E-Mail: tony@obbeide.com
Type of Business Entity:
 Individual Sole
 Proprietorship Limited
 Partnership Limited Liability Company
 Corporation, State: CA
 Other: _____

EIN 94-8404921
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: 1-13-2016
Proper Name of Contractor: Antonio, Inc.
Signature: Tony Obbeide
Print Name: Tony Obbeide
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:

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: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____

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

I am aware of and hereby certify that neither _____ [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 _____ day of _____ 2014 for the purposes of submission of this Agreement.

By:

Signature

Typed or Printed Name

Title



ANTHINC-01 CHALYCEP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2015

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 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 License # 0504035
Pacific Diversified Insurance, Inc.
200 Gregory Lane Bldg. A
925-686-2860
Pleasant Hill, CA 94523

CONTACT NAME:

PHONE (A/C, No, Ext): (925) 686-2860
E-MAIL:
ADDRESS:

FAX (A/C, No): (925) 686-6118

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B: Lloyds Of London

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

ANTHONIO, INC.
333 Hegenberger Rd.
Oakland, CA 94621

COVERAGES

CERTIFICATE NUMBER:

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.

NR	LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY					
		CLAIMS-MADE X OCCUR	X	BKS56027948	04/01/2015	04/01/2015	
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		POLICY	PRO-JECT	X	LOC		
		OTHER:					
		AUTOMOBILE LIABILITY					
		ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
		ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		HIRE AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
		UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
		EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
		DED	RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE CTR-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
		If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B		Errors & Omissions		ANE104270414	11/29/2014	11/29/2015	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Foster School

As required by signed written contract: Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives are additional insured with respects to general liability per attached endorsement CG88 10 04 13.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Susie Butler-Berkley
955 High Street
Oakland, CA 94601

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. **Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
 - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/ MALPRACTICE**
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED, IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.