Board Office Use: Legislative File Info.	
File ID Number	11-3284
Committee	Facilities
Introduction Date	1-11-2012
Enactment Number	12-0087
Enactment Date	1-11-12

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date January 11, 2012

Subject Amendment No. 1, Professional Services Facilities Contract - ANTHONIO Inc.- Santa Fe Elementary School Paving Replacement Project

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Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with ANTHONIO Inc. for Inspection Services on behalf of the District at Santa Fe Elementary School Paving Replacement Project, in an amount not-to exceed $3,030.00 increasing previous contract amount from $3,000.00 to a not to exceed amount of $6,030.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Cost for extra time for inspection services for the Santa Fe Paving improvements.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

number and type of appropriate alterations and specialized instruction rooms, opportunities for physical education, and extracurricular activities that the Oakland Public Schools are second to none. Operation of the District schools under the proposed agreement is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility services of systems such as proper lighting, functional roofs, clean restrooms and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and ownership, which may improve attitudes towards learning. The recommendations of the Facilities Master Plan to our Board are in real direction.

Recommendation: Approval by the Board of Education of amendment No. 1, Professional Services Facilities Contract with AECOM, Inc. for Inspector Services on behalf of the District at Santa Fe Elementary School Paving Replacement Project, for an amount not to exceed $3,030.00 increasing previous contract amount from $7,269.00 to a not to exceed amount of $10,299.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact: The funding sources for this project are Resource Codes: 9999 - Fund 35 and 9499 - Fund 25.

Attachment(s): • Professional Services Contract including scope of work

Key Code: 1509900803-61732

Board Office Use

ANTHONIO Inc.
333 HEGENBERGER ROAD, SUITE 304, OAKLAND, CA 94621
Tel: (510) 886 - 1242 Fax: (510) 886 – 1243: Cell: (510) 798 - 4202

AMENDMENT #1
FOR
INSPECTION SERVICES

Client: **Oakland Unified School District (OUSD)**
PROJECT NAME: **Santa Fe Elementary School – Yard Pavement Project**

PROJECT NO.: **07138-3**
DSA APPL. NO.: **N/A**
FILE No.:
LOCATION: **Santa Fe Elementary School**
Oakland, CA
SERVICES: **Inspection Services for all construction Activities.**

Estimated Fee to Complete Project (Amendment #1 to Contract): **$3,030**

ADDITIONAL SERVICES - DETAILS

1. Regular Hours Worked to date in 8/1 – 8/22/2011 = $3,420 (Not billed as 8/22/11)
   Estimated Cost = $90 X 38 hrs = $3,420

   Sub-Total Cost for Extra Work = $3,420

2. Balanced – Original Fee - Less = ($390)

COST for Extra (Adjustment to Contract): = **$3,030**

REIMBURSABLE (Receipts only): **NONE**

Prepared by: Tony Ogbeide, Project Inspector

Tony Ogbeide
9/26/11

CC: William Newby, Project Manager

INSPECTOR OF RECORD SERVICES

Company Name: [illegible]

Client Name: OUSD

For the Month of: AUGUST 2011

Project Name: [illegible]

Project No: #07136

	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	TOTALS
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
Hours	2.5	7.5	8.0	7.5	6.0			4.0							1							2.5	5.5			4.0							32.5

OVERTIME

OAKLAND UNIFIED SCHOOL DISTRICT
expect Success

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and ANTHONIO, Inc. OUSD entered into an Agreement with CONTRACTOR for services on June 9, 2011, 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 additional IOR services required to complete the project at the Santa Fe Elementary School Paving Project.**

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 _____ (days/weeks/months), and the amended expiration date is _____, 20____.

3. **Compensation:** ☐ The contract price is unchanged. **x The contract price has changed.**

   If the compensation is changed: The contract price is amended by

   x Increase of $3,030.00 to original contract amount

   ☐ Decrease of $_____ to original contract amount

   and the new contract total is **Six thousand, thirty dollars and no cents ($6,030.00)**

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

Jody London, President, Board of Education — Date 1/12/12

Edgar Rakestraw, Jr., Secretary, Board of Education — Date 1/12/12

Timothy White, Assistant Superintendent, Facilities, Planning and Management — Date 1/12/12

CONTRACTOR

Contractor Signature — Date 12/2/11

TONY OGBEIDE, PRINCIPAL
Print Name, Title

LEGISLATIVE FILE
File ID Number 11-3284
Introduction Date 1-11-12
Enactment Number 12-0087
Enactment Date 1-11-12 RD

Contract No. _____ P.O. No. _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2013

PRODUCER (831)974-3800 FAX: (425)578-3628
Cal Ranch Insurance Agency, Inc.
PO Box 2237
Salinas, CA 93902-2237
CA License #0C36249

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Agricultural Labor Management, Inc.
1441 Ramada Dr Ste 202
Paso Robles, CA 93446

INSURERS AFFORDING COVERAGE | NAIC #
INSURER A: Scottsdale Insurance Co. | 41297
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY Commercial General Liability CLAIMS MADE ☐ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐			CPS0000000	12/31/2013	12/31/2014	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000 MED EXP (Any one person) $ 10,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIABILITY OCCUR						EACH OCCURRENCE $ AGGREGATE $
	EXCESS LIABILITY CLAIMS-MADE						AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: AGG $ EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Service Agreement

Certificate Holder is added as Additional Insured with respect to General Liability coverage, if required by written contract executed prior to loss. Waiver of Subrogation applies in favor of Additional Insured with respect to General Liability coverage, if required by written contract executed prior to loss. 30 Days Notice of Cancellation applies except 10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER

Monterey Bay Packers, Inc.
Attn: Risk Management
1441 Ramada Dr Ste 202
Paso Robles, CA 93446

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
INS025 (2009/01)

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POLICY NUMBER: 57 SBA ZE4574 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ---- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Oakland Unified School District and its directors, officers, employees, agents & representatives

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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Project Information

Project Name:	Site to Fix ES Paving Replacement Project	Site:	Elementary School

Basic Directions

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

Attachment Checklist	Proof of [illegible] including certificates and endorsements, if required, in the amount of $15,000 W-9 form

Contractor Information

Contractor Name:	Antonini, Inc.	Attorney's Contact:	Anthony Ognibene
OUSD Vendor ID #:	V0044A7	Title:	OR
Address:	1 Jeppeson Road	City:	Zip:
Telephone:		Policy Expires:	
Contract History:	Previously [illegible]		employee?
Contract Project #:			

Term

Date Work Will Begin:	6-9-2011	Date Work Will End By (not more than 5 years from start date):	12-31-2012

Compensation

Total Contract Amount:	$	Total Contract Not To Exceed:	$3,075.00
Per/Rate Per Unit (Hourly):	$	If Amendment, Changed Amount:	
Other Expenses:		Requisition Number:	

Funding Information

Resource #	Resource Name	Org Key	Object Code	Amount
21[illegible]	GO Bond-Measure B	[illegible]	5173	$3,075.00
				$

Approval and Routing (Number of Signatures Required)

Requestor:		Date:	
Supervisor:		Date:	
Principal:		Date:	
Department Head:		Date:	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2011

PRODUCER (415)978-3800 FAX: (415)978-3825
Calender-Robinson Company, Inc.
FB0267063
300 Montgomery St., Suite 888
San Francisco CA 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ANTHONIO INC.
605 MARKET ST STE 503

SAN FRANCISCO CA 94105

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Co., LTD	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	57SBAZE4574	10/7/2011	10/7/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: OUSD - Play Structures Repair Project. Oakland Unified School District and its Directors, Officers, Employees, Agents & Representatives are named as additional insureds per the attached endorsement. *10-Day Notice of Cancellation Applies for Non-Payment of Premium.

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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, Inc. 984

Contractor Information

Contractor Name	ANTHONIO Inc.	Agency's Contact	Tony Quiroz
ID #	V054447	Title	Inspector of Record
	Degenberger	City	
Telephone		Policy Expires	6-2-2012
History	Previously		employed?
Project			

Date Work Will Begin	8-9-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2012

Compensation

			6,030.00
Pay (if hourly)		Amendment, Changed	3,030.00
Expenses		Requisition	

Budget Information

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