

Board Office Use: Legislative File Info.	
File ID Number	18-0388
Introduction Date	3-14-2018
Enactment Number	18-0466
Enactment Date	3-14-18



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Roland Broach, Interim Deputy Chief, Facilities Planning and Management  
Marion McWilliams, General Counsel

**Board Meeting Date** March 14, 2018

**Subject** Amendment No. 1 Independent Consultant Agreement -Anthonio, Inc. -  
Manzanita CDC Fire Alarm Replacement Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirement. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval, in conjunction with the Manzanita Fire Alarm Project, and to extend the ending date from December 31, 2017 to June 29, 2018. All remaining portions of the agreement shall remain in full force and effect.

**Discussion** The end date of original contract needed to extend 4 months, due to construction schedule changes.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, for an Independent Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirement. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval, in conjunction with the Manzanita Fire Alarm Project, and to extend the ending date from December 31, 2017 to June 29, 2018. All remaining portions of the agreement shall remain in full force and effect.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Amendment No. 1, 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.** 18-0288

**Department:** Facilities Planning and Management

**Vendor Name:** Antonio Inc.-Update the contract date

**Project Name:** Manzanita CDC Fire Alarm Replacement      **Project No.:** 07102

**Contract Term:** Intended Start: 1/12/2017      Intended End: 6/29/2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$20,000.00

**Approved by:** Cesar Monterrosa

**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?**

There was an RFQ process for inspection services for OUSD projects. This inspector was selected from that pool after submitting a proposal for this project based on their credentials and past work with the district.

**Summarize the services this Vendor will be providing.**

Inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval.

**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 \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and 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. 1, INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES LESS THAN \$87,700

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 11, 2017 and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
	<b>If scope of work changed:</b> 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>	
	The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide Inspector of Record Services, for all construction activities and DSA requirements for the Manzanita CDC Fire Alarm Project.</u>	
2. <b>Terms (duration):</b>	<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> .
	<b>If term is changed:</b> The contract term is extended by an additional <u>6 months</u> , and the amended expiration date is <u>June 29, 2018</u> .	
3. <b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
	<b>If the compensation is changed:</b> The contract price is	
	<input type="checkbox"/> increase of _____ to the original contract amount	
	<input type="checkbox"/> Decrease of \$ _____ to original contract amount	
	and the contract total is <b>\$-0-</b> <u>Extend date only.</u>	

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

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 3-14-18  
Aimee Eng, President, Board of Education Date

Kyla Johnson-Trammell 3-14-18  
Kyla Johnson-Trammell, Superintendent Secretary, Board of Education Date

[Signature] \_\_\_\_\_  
Roland Broach, Interim Deputy Chief Facilities, Planning and Management Date

CONTRACTOR

[Signature] 1/31/2018  
Contractor Signature Date

TONY OGBEIDE  
Print Name, Title

File ID Number: 18-0288  
Introduction Date: 3-14-18  
Enactment Number: 18-0466  
Enactment Date: 3-14-18  
By: [Signature]


  
 Marion McWilliams, Date  
 General Counsel, Facilities, Planning and Management

**EXHIBIT "A" Scope of Work**

**Contractor Name: Anthonio, Inc.**

**Billing Rate: -0-**

**1. Description of Services to be Provided**

The scope of work to provide Inspector of Record Services, for all construction activities and DSA requirements.

**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>

  
 Cesar Monterrosa  
 Director of Facilities Planning & Management

DSA-Certified IOR LBU Evaluation Sheet

FIRM/TEAM	LBE/SLBE/SLRBE Firms Names	RESPONSIVE (Y/N)	NOTES
DSA School Inspectors, LLC	None Listed	N	No LBP Information Received
QA Consultants, Inc.	QA Consultants (SLRBE)	Y	
Jason R. Zalinski	Jason R. Zalinski (SLBE)	N	
Anthonio, Inc.	Anthonio, Inc. (SLBE)	Y	
KCI, Inc.		Y	
	Anthonio, Inc. (SLBE)		
	Inspection Services, INC (ISI) (LBE)		
Consolodated Safety Services	Consolodated	Y*	City of Oakland Certification Pending Site Visit
MWC & Associates	None Listed	N	No LBP Information Received
KDI Consultants, Inc.	KDI Consultants, Inc. (SLBE)	Y	

\* Certification in review process at City







<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-2762
Introduction Date	1-11-2017
Enactment Number	17-0060
Enactment Date	1-11-17



OAKLAND UNIFIED SCHOOL DISTRICT  
 Community Schools. Thriving Students.

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Vernon Hal, Senior Business Officer  
 Joe Dominguez, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** January 11, 2017

**Subject** Independent Contractor Agreement for Professional Services - Anthonio, Inc. - Manzanita CDC Fire Alarm Replacement Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval, in conjunction with the Manzanita CDC Fire Alarm Replacement Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing January 12, 2017 and concluding no later than December 31, 2017, in an amount not-to exceed \$20,000.00.

**Discussion** DSA inspectors are required for all DSA fire alarm projects

**LBP (Local Business Participation Percentage)** 100.00%

**Procurement Method** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Recommendation** Approval by the Board of Education of an Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval, in conjunction with the Manzanita CDC Fire Alarm Replacement Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing January 12, 2017 and concluding no later than December 31, 2017, in an amount not-to exceed \$20,000.00.

**Fiscal Impact** Fund 21, Measure B

- Attachments**
- Independent Contractor Agreement including scope of work
  - Certificate of Insurance
  - Consultant Proposal (Contractor)

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

Legislative File ID No. 16-2762  
Department: Facilities Planning and Management  
Vendor Name: Anthonio Inc.  
Project Name: Manzanita CDC Fire Alarm Replacement Project No.: 07102  
Contract Term: Intended Start: 1/12/2017 Intended End: 12/31/2017  
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$20,000.00  
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?**

There was an RFQ process for inspection services for OUSD projects. This inspector was selected from that pool after submitting a proposal for this project based on their credentials and past work with the district.

**Summarize the services this Vendor will be providing.**

Inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval.

**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 \$86,000 (increases a small amount on January 1 of each year)

**Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

**Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and 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**

**INDEPENDENT CONSULTANT**  
**Less Than \$87,700**

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **6th day of December** in the year **2016**, between the **Oakland Unified School District** ("District") and **Antonio, Inc.** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

**WHEREAS**, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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

**WHEREAS**, the Consultant 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.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

**Scope of the project is to provide inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval.**

2. **Term.** Consultant shall commence providing Services under this Agreement on January 12, 2017, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on December 31, 2017. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> Workers' Compensation Certificate
<input checked="" type="checkbox"/> Debarment Certification	Other: _____
<input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification	

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed Twenty thousand dollars and no cents (\$20,000.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant 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 Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the

maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Consultant 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. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of 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 Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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 Consultant's employees.
9. **Standard of Care.**
  - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
  - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
  - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## 12. Termination.

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 shall cease 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 this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

## 14. Insurance.

14.1. The Consultant 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.

14.1.1. **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 Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

- 14.1.2. **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 Consultant 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.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

- 14.2. **Proof of Carriage of Insurance.** The Consultant 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:
- 14.2.1. 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."
- 14.2.2. 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.
- 14.2.3. 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 Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **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.

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

16. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant'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.
18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
20. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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 Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Consultant 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 Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant 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 Consultant'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 Consultant. 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.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

**23. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.**

The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 23.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 23.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

**24. 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.

**25. 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, Consultant shall neither rescind the Agreement nor stop Work.

**26. Confidentiality.** The Consultant and all Consultant'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.

**27. 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  
Tel: 510-535-7038; Fax: 510-535-7082  
ATTN: Tadashi Nakadegawa

**Consultant**  
**Anthonio, Inc.**  
**333 Hegenberger Road, Ste. 304**  
Oakland CA 94621  
Tel: 510-798-4202; Fax:  
ATTN: Tony Ogbeide

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.

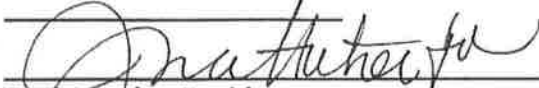
**28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**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 California 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>



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**Susie Butler-Berkley**  
**Contract Analyst**



ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

[Signature] 1-11-17  
James Harris, President, Board of Education Date

[Signature] 1-11-17  
Antwan Wilson, Superintendent & Secretary, Board of Education Date

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

**APPROVED AS TO FORM:**

[Signature]  
OUSD Facilities Legal Counsel

File ID Number: 116-2762 12-19-16  
Introduction Date: 1-11-17 Date  
Enactment Number: 17-0060  
Enactment Date: 1-11-17  
By: [Signature]

**CONSULTANT**

Tongbeide 12/7/16  
TONY GEBELDE Date

**Information regarding Consultant:**

Consultant: ANTHONIO, INC

License No.: -

Address: 333 HEGENBERGER  
#304, OAKLAND

Telephone: 510-798-4202

Facsimile: 510-886-1243

E-Mail: tongbeide@antonio-inc.com

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: CA  
 Limited Liability Company  
 Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, 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:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his 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: 12/7/16  
Proper Name of Consultant: ANTHONIO, INC  
Signature: Tom Ogbeide  
Print Name: TOM OGBEIDE  
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 awarding body prior to performing any Work under this Contract.)

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

I am aware of and hereby certify that neither \_\_\_\_\_ [Type name of Consultant] 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 Consultant 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 Consultant on the 15 day of December 2016 for the purposes of submission of this Agreement.

By: Tony Ogbelde  
Signature  
TONY OGBELDE  
Typed or Printed Name  
PRINCIPAL  
Title

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

**Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Consultant 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/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 12/7/16  
Proper Name of Consultant: ANTONIO, INC  
Signature: Tony Ogbeide  
Print Name: TONY OGBEIDE  
Title: PRINCIPAL

**EXHIBIT "A"**

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**Scope of Services**

Consultant shall perform the following Services:

**[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]**





333 Hegenberger Road, Suite 304, OAKLAND, CA 94621  
 Tel: (510) 798 - 4202 Fax: (510) 886 - 1243:  
 TOGBEIDE@AOA-INC.COM

**EXHIBIT A**

**PROPOSAL FOR  
 INSPECTION SERVICES**

**CLIENT:** Oakland Unified School District (OUSD)  
**PROJECT NAME:** MANZINATA CHILD DEVELOPMENT CENTER – Fire Alarm Replacement  
**PROJECT NO.:**  
**DSA APPL. #.:** 01 - 115675  
**FILE No.:** 1-29

**LOCATION:** MANZANITA CHILD DEVELOPMENT CENTER  
 2618 GRANDE VISTA AVE,  
 Oakland, CA

**SERVICES:** Inspection Services for all Construction Activities & DSA Requirements.

**COST (Estimate to Perform Inspection work):**

**\$18,450**

**PROPOSAL DETAILS**

Hourly Rate –	= \$90/hr. (Fully-Loaded Rate)
Duration of Project (Estimate)	= 11 Weeks (Summer 2017) based on District Summer Schedule
Daily Schedule of Work:	= 165 Total Hours (15 hrs./week X 11 Weeks)
Punchlist & Closing Period	= 40 Total Hours (10 hrs./week X 4 Weeks)
Total Hours	= 205 hours (165 hrs. + 40 hrs.)

Total Cost Estimate for Inspection

= \$18,450

**REIMBURSABLE (Receipts only):** NONE

**NOTES:**

1. Tony Ogbeide will be the proposed Project Inspector.
2. Premium Time (Overtime): Hours over 8 hrs./day work at \$135/hr. Rate.

Prepared by: Tony Ogbeide, Principal

Cc: Lee Sims, Project Manager



ANTHINC-01 CHALYCEP

# CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER License # 0504035</b> Pacific Diversified Insurance, Inc. 925-686-2860 200 Gregory Lane Bldg A Pleasant Hill, CA 94523	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (925) 686-2860	<b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>ANTHONIO, INC.</b> 333 Hegenberger Rd. Oakland, CA 94621	<b>INSURER A:</b> Ohio Security Insurance Company		24082
	<b>INSURER B:</b> State Compensation Ins Fund		35076
	<b>INSURER C:</b> Lloyds Of London		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**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 INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>X</b> COMMERCIAL GENERAL LIABILITY	<b>X</b>		<b>BKS56027948</b>	<b>04/01/2016</b>	<b>04/01/2017</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER						MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>DED</b> <b>RETENTION \$</b>						\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>N/A</b>		<b>9147386-16</b>	<b>07/01/2016</b>	<b>07/01/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Errors &amp; Omissions</b>			<b>ANE104270416</b>	<b>11/29/2016</b>	<b>11/29/2017</b>	Limit <b>1,000,000</b>

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.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 955 High Street Oakland, CA 94601	<b>CANCELLATION</b>  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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**OAKLAND UNIFIED SCHOOL DISTRICT  
Department of Facilities Planning and Management  
AGREEMENT REQUEST FORM**

**Requested By:** Lee Sims  
**Date Requested:** 11/22/16

**Project Name** Manzanita CDC Fire Alarm Replacement

**Project Number:** 07102

**Vendor (Name, Address, Phone, Email):**  
Anthonio Inc.  
333 Hegenberger Road, Suite 304  
Oakland, CA 64621  
(510) 798-4202  
Tony Ogbeide

**FUNDING SOURCE(s)**  
Fund 21 Measure B

**BUDGET NUMBER**  
8299901891 - 6135

**RESOURCE** 9399

**VENDOR NUMBER**  
V054447

**APPROVED:**  
Joe Dominguez, Deputy Chief of Facilities  
Tadashi Nakadegawa, Facilities Director  
Date: 11/22/16

Local Business Participation	LOCAL	SMALL	RESIDENT	TOTAL
	0.00%	100.00%	0.00%	100.00%

TYPE OF SERVICE / FORM OF CONTRACT		
1	Architectural / Engineering / Design Greater than \$87,700	<input type="checkbox"/>
2	Independent Consultant Greater than \$87,700	<input type="checkbox"/>
3	Equipment, Materials, Supplies Greater than \$87,700	<input type="checkbox"/>
4	B-G Repairs and Maintenance Services Greater than \$175,000	<input type="checkbox"/>
5	Award of Bid (Construction)	<input type="checkbox"/>
6	Construction Work - CUPCCAA (\$45,000 to \$175,000)	<input type="checkbox"/>
7	B-G Repairs and Maintenance Services CUPCCAA (\$45,000 to \$175,000)	<input type="checkbox"/>
8	Preliminary Services Lease Leaseback, JV's (from legal)	<input type="checkbox"/>
9	Site and Facilities Leases Lease Leaseback, JV's (from legal)	<input type="checkbox"/>

10	Architectural / Engineering / Design Less than \$87,700	<input type="checkbox"/>
11	Independent Contractor Less than \$87,700	<input checked="" type="checkbox"/>
12	Purchase Order (P.O.) Equipment, Materials, Supplies up to \$50,000	<input type="checkbox"/>
13	Construction Work - CUPCCAA Less than \$45,000	<input type="checkbox"/>
14	B-G Repairs and Maintenance Services Less than \$45,000	<input type="checkbox"/>
15	PIGGYBACK Resolution for Equipment, Supplies, Vehicles, and Personal Property (NOT SERVICES)	<input type="checkbox"/>
16	CMAS for Equipment, Materials, Supplies and Services	<input type="checkbox"/>
17	AMENDMENT to existing Contract (Provide details of Amendment on following page)	<input type="checkbox"/>
18	CHANGE ORDER (No.)	<input type="checkbox"/>

**For CONSTRUCTION CONTRACTS -  
On following page sheet provide:**

1. Date(s) of Bid Advertisement;
2. Number of Bids Received, List of Bidders and Bid Amounts;
3. Date of Bid Opening;
4. Name of Architect;
5. Project Duration
6. Liquidated Damages \$ per day
7. Phasing/Milestones
8. DIR Contractor/Subcontractor registration #

<b>CONTRACT TERM</b>	
<b>Start Date / End Date:</b>	/ 12/31/2017
<b>TOTAL COST:</b>	\$20,000.00

**For Non-Construction AGREEMENTS  
Provide: Greater than or equal \$87,700**

1. Date(s) of Formal RFQ/RFP Advertisement:  
or
2. Exception to Competitive Bid relied upon:  
(from Contract Justification Form)

**RECEIVED**

12/6/16

**SCOPE OF SERVICES, including Amendments**

Inspection services for all construction activities and DSA requirements. Contract value includes \$1,550.00 of contingency to only be used with OUSD approval.

**REASON SERVICES OR EQUIPMENT IS NEEDED, including Amendments**

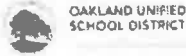
DSA inspectors are required for all DSA fire alarm projects.

**For AMENDMENTS:**

1. Amendment No.:
2. Current Contract Amount:
3. Increased Contract Amount this Amendment
4. Revised Contract Amount (lines 2 plus 3.)
5. Contract Duration/Extension    Original Start:                      Original End:                      Revised End:

**For CONSTRUCTION CONTRACTS -**

1. Date(s) of Bid Advertisement;
2. Number of Bids Received, List of Bidders and Bid Amounts;
3. Date of Bid Opening;
4. Name of Architect;
5. Project Duration
6. Liquidated Damages \$ per day                      \$0.00
7. Phasing/Milestones
8. DIR Contractor / Subcontractor registration #;
9. Other pertinent information.



Department of Facilities Planning and Management

ROUTING FORM

Project Information					
Project Name	Manzanita CDC Fire Alarm Replacement			Site	829
Basic Directions					
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.					
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider				
Contractor Information					
Contractor Name	Antonio Inc.	Agency's Contact	Tony Ogbeide		
OUSD Vendor ID #	V054447	Vendor Title:	Owner		
Address	333 Hegenberger Road, Suite 304 Oakland, CA 64621	Telephone	5107984202		
		Policy Expires:	7-1-2017		
Contractor History	Previously been an OUSD contractor?	<input type="checkbox"/> Yes	Worked as an OUSD employee?	<input type="checkbox"/> Yes	
OUSD Project #	07102				
Term					
Date Work Will Begin	1/12/2017	Date Work Will End By (not more than 5 years from start date)	12/31/2017		
Compensation					
Total Contract Amount		Total Contract Not To Exceed	\$20,000.00		
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount			
Other Expenses		Requisition Number			
Budget Information					
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.					
Resource #	Funding Source	Org Key	Object	Amount	
9399	Fund 21, Measure B	8299901891	6135	\$20,000.00	
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	12/14/16		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	12-16-16		
3.	Deputy Chief, Department of Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	17-0530
Introduction Date	4-12-2017
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT  
*Continuity. Schools. Thriving Students*

# Memo

**To** Board of Education

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

**Board Meeting Date** April 12, 2017

**Subject** Independent Contractor Agreement for Professional Services - Anthonio, Inc. - Burbank Middle School Fire Alarm Replacement Project

**Action Requested** Approval by the Board of Education of an Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirements, in conjunction with the Burbank Middle School Fire Alarm Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing May 1, 2017 and concluding no later than April 1, 2018, in an amount not-to exceed \$35,640.00.

**Discussion** DSA inspectors are required for all DSA fire alarm projects

**LBP (Local Business Participation Percentage)** 100.00%

**Procurement Method** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Recommendation** Approval by the Board of Education of an Independent Contractor Agreement between the District and Anthonio, Inc., Oakland, CA, for the latter to provide inspection services for all construction activities and DSA requirements, in conjunction with the Burbank Middle School Fire Alarm Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing May 1, 2017 and concluding no later than April 1, 2018, in an amount not-to exceed \$35,640.00.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

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



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

Legislative File ID No. \_\_\_\_\_  
Department: Facilities Planning and Management  
Vendor Name: Anthonio, Inc.  
Project Name: Burbank MS Fire Alarm Project No.: 07130  
Contract Term: Intended Start: 5/1/2017 Intended End: 4/1/2018  
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$35,640.00  
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?

Pool of inspection services reviewed and approved by Facilities.

Summarize the services this Vendor will be providing.

Inspection services required for installation of fire and intrusion alarm system.

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

If No, please answer the following:

1) How did you determine the price is competitive?

Prices are comparable with same inspection teams.



2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and 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**

**INDEPENDENT CONSULTANT**  
**Less Than \$87,700**

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the **1st day of March** in the year 2017, between the **Oakland Unified School District** ("District") and **Antonio, Inc.** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

**WHEREAS**, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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

**WHEREAS**, the Consultant 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.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

**The scope of the project includes DSA Inspection Services for Fire and Intrusion Alarm system.**

2. **Term.** Consultant shall commence providing Services under this Agreement on **May 1, 2017** and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on **April 1, 2018**. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u> Signed Agreement	<u>  X  </u> W-9 Form
<u>  X  </u> Insurance Certificates & Endorsements	<u>  X  </u> Workers' Compensation Certificate
<u>  N/A  </u> Bonds (as requested by District)	<u>  X  </u> Debarment Certification
<u>  X  </u> Fingerprinting/Criminal Background Investigation Certification	<u>      </u> Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed THIRTY-FIVE THOUSAND, SIX HUNDRED FORTY DOLLARS AND NO CENTS (\$35,640.00)** ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant 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 Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Consultant 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. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of 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 Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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 Consultant's employees.
9. **Standard of Care.**
  - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
  - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
  - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
  - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## 12. Termination.

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 shall cease 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 this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

## 14. Insurance.

14.1. The Consultant 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.

14.1.1. **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

Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **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 Consultant 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.

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

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

14.2. **Proof of Carriage of Insurance.** The Consultant 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:

14.2.1. 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."

14.2.2. 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.

14.2.3. 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 Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

14.3. **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.

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

16. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
18. **Permits/Licenses.** Consultant and all Consultant'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.
19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.
21. **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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant 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 Consultant agrees to require like compliance by all its subcontractor(s).
22. **Fingerprinting of Employees.** The Consultant 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 Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant 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 Consultant'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 Consultant. 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.

23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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.
26. **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, Consultant shall neither rescind the Agreement nor stop Work.
27. **Confidentiality.** The Consultant and all Consultant'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.
28. **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**  
900 High Street  
Oakland, CA 94601  
Tel: 510-633-5640  
ATTN: Tadashi Nakadegawa

**Consultant**  
Anthonio, Inc.  
333 Hegenberger Road, Suite 304  
Oakland, Ca 94621  
Tel: 415-798-4202  
ATTN: Tony Ogbeide

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.

29. **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.
30. **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 California county in which the District's administration offices are located.
31. **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.
32. **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.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

  
\_\_\_\_\_  
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

James Harris, President, Board of Education

Date

Devin Dillon, Superintendent & Secretary, Board of Education

Date

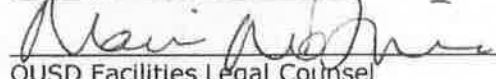


3/13/2017

Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

**APPROVED AS TO FORM:**



3/14/17

OUSD Facilities Legal Counsel

Date

**CONSULTANT**



3/2/2017

Date



**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his 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: 3/2/2017  
Proper Name of Consultant: ANTHONIO, INC.  
Signature: Tony Wojbeide  
Print Name: TONY WOJBEIDE  
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 awarding body prior to performing any Work under this Contract.)

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

I am aware of and hereby certify that neither \_\_\_\_\_ [Type name of Consultant] 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 Consultant 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 Consultant on the 2<sup>ND</sup> day of MARCH 2017 for the purposes of submission of this Agreement.

By:

Tony Ogrbeide

Signature

TONY OGRBEIDE

Typed or Printed Name

PRINCIPAL

Title

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, 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 Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

**Megan's Law (Sex Offenders)**. I have verified and will continue to verify that the employees of Consultant 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/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: \_\_\_\_\_

Proper Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**

Consultant shall perform the following Services:

**[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]**





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

**PROPOSAL  
FOR  
INSPECTION SERVICES**

**EXHIBIT A**

**Client:** Oakland Unified School District (OUSD)  
**PROJECT NAME:** FIRE AND INTRUSION ALARMS UPGRADE PROJECT  
**PROJECT NO.:** 07130  
**DSA APPLICATION NO.:** TBD  
**FILE No.:** NA

**LOCATION:** BURBANK PRESCHOOL  
3550 64<sup>TH</sup> AVE.  
Oakland, CA

**SERVICES:** Inspection Services for all construction activities.

**Estimated COST (Not-To-Exceed):** **\$35,640**

**PROPOSAL DETAILS**

Hourly Rate = \$90/hr. (Fully-Loaded Rate)  
Duration of Project (Estimate) = 90 Cal Days (Based on District's Schedule)  
Total Schedule of Work (Estimate): = 360 Hours (4 hrs./day X 90 days)  
Total Cost = 360 hrs. X \$90/hr. **\$32,400**

Close- Out/Punchlist at 10% = **\$3,240**  
**TOTAL COST = \$35,640**

**REIMBURSABLE (Receipts only):** **NONE**

**NOTE:**

1. Mr. Tony Ogbeide will be proposed Project Inspector.
2. Over/Time Rate covers Weekend & Over 8 hrs./day (\$90 X 1.5 Base = \$135/hr.)

Prepared by: Tony Ogbeide, (1/14/2017)

CC: Lee Sims, Project Manager



# 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).

<b>PRODUCER License # 0504035</b> Pacific Diversified Insurance, Inc. 925-686-2860 200 Gregory Lane Bldg A Pleasant Hill, CA 94523	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(925) 686-2860</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>ANTHONIO, INC.</b> 333 Hegenberger Rd. Oakland, CA 94621	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Ohio Security Insurance Company</b>		<b>24082</b>
	<b>INSURER B : State Compensation Ins Fund</b>		<b>35076</b>
	<b>INSURER C : Lloyds Of London</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:			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 - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9147386-16	07/01/2016	07/01/2017	<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	<b>Errors &amp; Omissions</b>			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 
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Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name Burbank MS Fire Alarm

Site 104

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 OUSD Vendor ID # V054447 Vendor Title: Owner Address 333 Hegenberger Road, Suite 304 Oakland, California 94621 Telephone 4157984202 Policy Expires: 11-29-2017 Contractor History Previously been an OUSD contractor? Worked as an OUSD employee? OUSD Project # 07130

Term

Date Work Will Begin 5/1/2017 Date Work Will End By 4/1/2018 (not more than 5 years from start date)

Compensation

Total Contract Amount Total Contract Not To Exceed \$35,640.00 Pay Rate Per Hour (if Hourly) If Amendment, Changed Amount Other Expenses Requisition Number

Budget Information

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

Table with 5 columns: Resource #, Funding Source, Org Key, Object, Amount. Row 1: 9399, Fund 21 Measure B, 1049901890, 6235, \$35,640.00

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.

Approval routing table with 5 rows. Row 1: Division Head, Director, Department of Facilities Planning and Management, Signature, Date Approved 5/9/17. Row 2: General Counsel, Department of Facilities Planning and Management, Signature, Date Approved 3/14/17. Row 3: Deputy Chief, Department of Facilities Planning and Management, Signature, Date Approved. Row 4: Senior Business Officer, Board of Education, Signature, Date Approved. Row 5: President, Board of Education, Signature, Date Approved.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
<b>Project Name</b>	Manzanita CDC Fire Replacement	<b>Site</b>	829
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
<b>Attachment Checklist</b>	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Anthonio, Inc.	Agency's Contact	Tony Ogbeide				
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 #	07102						

Term			
Date Work Will Begin	11-16-2016	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-29-2018

Compensation			
Total Contract Amount	\$20,000.00	Total Contract Not To Exceed	\$20,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ -0-
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9399	Fund 21, Measure B	8299901891	6135	\$-0-

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.				
	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b> 510-535-7082
1.	<b>Director, Facilities Planning and Management</b>			
	Signature	Date Approved	2/12/18	
2.	<b>General Counsel, Department of Facilities Planning and Management</b>			
	Signature	Date Approved	2/16/18	
3.	<b>Deputy Chief, Facilities Planning and Management</b>			
	Signature	Date Approved		
4.	<b>Senior Business Officer, Board of Education</b>			
	Signature	Date Approved		
5.	<b>President, Board of Education</b>			
	Signature	Date Approved		

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