

Board Office Use: Legislative File Info.	
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Introduction Date	12/15/2021
Enactment Number	21-2057
Enactment Date	12/15/2021 er




**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date December 15, 2021

Subject Amendment No. 1 Agreement for IOR Services for Construction – Anthonio, Inc. – Frick Middle School Intensive Support Site Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1 of the Agreement for IOR Services for Construction by and between the District and Anthonio, Inc., Oakland, CA, for the Frick Middle School Intensive Support Site Project, extending time only of Agreement by **150 additional calendar days**, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on **December 31, 2021**, and last until **May 30, 2022**, pursuant to the Amendment.

Discussion This Amendment is for one hundred fifty (150) calendar days' time extension. No change to scope of work or price.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1 of the Agreement for IOR Services for Construction by and between the District and Anthonio, Inc., Oakland, CA, for the Frick Middle School Intensive Support Site Project, extending time only of Agreement by **150 additional calendar days**, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on **December 31, 2021**, and last until **May 30, 2022**, pursuant to the Amendment.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1
- Insurance Certificate

AMENDMENT NO. 1 TO AN AGREEMENT FOR INSPECTION OF RECORD SERVICES FOR CONSTRUCTION

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 May 27, 2021 ("Agreement"), and the parties agree to amend the Agreement for the Services with **Frick Middle School Intensive Support Site Project** as follows and in the attached Exhibit A:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u>.
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: No change to scope of work. Time extension only.</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One hundred fifty days (150)</u>, and the amended expiration date is <u>May 30, 2022</u>. The current end date is <u>December 31, 2021</u>.</p>		
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input type="checkbox"/> Increased by: _____.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was _____ after this amendment, the not to exceed contract price will be: _____.</p>		

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


5. Amendment History:

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

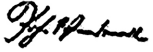
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01			\$0

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


OAKLAND UNIFIED SCHOOL DISTRICT

 12/16/2021
Date

Shanthi Gonzales, President,
Board of Education

 12/16/2021
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

 11/17/21
Date

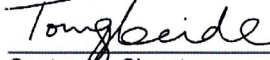
Tadashi Nakadegawa, Deputy Chief
Facilities, Planning and Management

Approval as to form:

 11/16/21
Date

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

CONTRACTOR

 11/10/2021
Contractor Signature Date

Tony Ogbeide, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

- 1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Frick Middle School Intensive Support Site Project	Site	219
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Basic Directions

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

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

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede				
OUSD Vendor ID #	000453	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 #	15105						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-27-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	5-30-2022

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 0
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9648	Fund 21, Measure J	210-9650-0-9648-8500-6235-219-9180-9905-9999-15105	6235	\$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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature <i>R Chatman</i>	Date Approved	11/17/21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> Lozano Smith, as to form only	Date Approved	11/16/21		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	11/17/21		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out a vision for the future of older people's health and care.

The strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to access the services and support they need to live well.
- Older people should be able to participate in decisions about their care and services.

The strategy also sets out a number of key objectives for the future of older people's health and care.

- To reduce the number of older people who are dependent on others for their care.
- To improve the quality of care for older people.
- To ensure that older people have access to the services and support they need to live well.

The strategy is a key document for the future of older people's health and care in the UK.

It is important to ensure that the strategy is implemented effectively and that the needs of older people are met.

There are a number of challenges that need to be addressed in order to achieve the objectives of the strategy.

- There is a need to increase the number of health and social care professionals who are trained to care for older people.
- There is a need to improve the coordination of services for older people.
- There is a need to ensure that older people have access to the services and support they need to live well.

It is important to address these challenges in order to ensure that the strategy is implemented effectively.

There are a number of ways in which these challenges can be addressed.

- There is a need to increase the number of health and social care professionals who are trained to care for older people.
- There is a need to improve the coordination of services for older people.
- There is a need to ensure that older people have access to the services and support they need to live well.

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It is important to address these challenges in order to ensure that the strategy is implemented effectively.

There are a number of ways in which these challenges can be addressed.

- There is a need to increase the number of health and social care professionals who are trained to care for older people.
- There is a need to improve the coordination of services for older people.
- There is a need to ensure that older people have access to the services and support they need to live well.

Board Office Use: Legislative File Info.	
File ID Number	21-1091
Introduction Date	5-26-2021
Enactment Number	21-0909
Enactment Date	5/26/2021 lf



Memo

To Board of Education

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

Board Meeting Date May 26, 2021

Subject Inspector of Record Services (IOR) Agreement – Anthonio, Inc. – Frick Middle School Intensive Support Site (ISS) Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Agreement between the District and Anthonio, Inc., Oakland, California, for the latter to provide Inspector of Record Services for the Frick Middle School Intensive Support Site Project, in the not-to-exceed amount of \$13,310.00, which includes a contingency fee of \$1,210.00 for additional services, as the selected consultant, with work scheduled to commence on May 27, 2021, and scheduled to last until December 31, 2021, pursuant to the Agreement.

Discussion Vendor will provide Inspector of Record services. Vendor was selected for specially trained services which do not require competitive bidding, and the contract amount is under the threshold of \$96,700.00. (Public Contract Code §20111 (a) and (d) and Government Code §53060.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Agreement between the District and Anthonio, Inc., Oakland, California, for the latter to provide Inspector of Record Services for the Frick Middle School Intensive Support Site Project, in the not-to-exceed amount of \$13,310.00, which includes a contingency fee of \$1,210.00 for additional services, as the selected consultant, with work scheduled to commence on May 27, 2021, and scheduled to last until December 31, 2021, pursuant to the Agreement.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21- 1091

Department: Facilities Planning & Management

Vendor Name: Antonio, Inc.

Project Name: Frick Middle School ISS

Project No.: 15105

Intended End: 12-31-2021

Contract Term: Intended Start: 5-27-2021

Total Cost Over Contract Term: \$13,310.00

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 contractor or vendor selected?

This consultant was a direct selection based on specialized training services and past experience of Inspector of Record services work done on the District. Given the Consultant’s experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

Antonio, Inc. will provide Inspector of Record services required by the Division of State Architect Department, during the construction work at the Frick Middle School.

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

If “No,” please answer the following questions:

- 1) How did you determine the price is competitive?

Antonio, Inc., has done work and is currently working for the District, and the District found that the consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant is providing Inspector of Record services, which are specially trained services; and contract price is under \$96,700.00..

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective **May 27, 2021** by and between the Oakland Unified School District (“District”) and **Antonio, Inc.** (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of an **Intensive Support Site Project at Frick Middle School** (“the Project”), which requires ongoing inspection.

B. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as an Inspector of Record (Project Inspector) and has or can obtain the approval of the California Division of the State Architect (“DSA”) to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.

C. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the services described in this Agreement (“Basic Services”) in a professional and competent manner and in accordance with the terms of this Agreement. Any services other than Basic Services shall be “Additional Services.” “Services” shall mean Basic and Additional Services.

2. **Term of Agreement and Payment.** The Project is expected to begin on **May 27, 2021** and shall be complete as of **December 31, 2021**, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. For Services satisfactorily performed, compensation shall not exceed THIRTEEN THOUSAND, THREE HUNDRED TEN DOLLARS NO/100 (\$13,310.00), which includes \$12,100.00 for Basic Services and a contingency fee of \$1,210.00 for approved Additional Services. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws.

3. **DSA Approval.** Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector’s Services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project (“Contractor”) are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project (“the Contract Documents”). The Inspector shall keep the Contractor informed during the work of the results of Inspector’s inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor’s operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor’s activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to the District and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District’s interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the District and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector’s expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor’s performance on the Project.

j. Maintain an effective working relationship with the Contractor, District personnel and Architect.

k. Be tactful, firm and fair in Inspector’s insistence that Contractor adhere to the Contract

Documents.

- l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.
- m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.
- n. Attempt to foresee the need for all required tests and inspections.
- o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.
- r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.
- u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.
- v. Upon District's request, comply with any fingerprinting or related requirement.
- w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Inspector's performance of or failure to perform its duties under this Agreement.

5. **Restrictions on the Inspector's Authority.** In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:

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

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

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

8. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to

indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.

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

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

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

Comprehensive General Liability

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

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of Inspector of Record Services – Anthonio, Inc. – Frick Middle School Intensive Support Site Project - \$13,310.00

at least One Million Dollars (\$1,000,000) with a deductible in an amount not to exceed the sum of Twenty-Five Thousand Dollars (\$25,000).

10. Termination of Agreement.

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

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

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

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

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

Inspector: Anthonio, Inc.
 Attn: Tony Ogbeide
 333 Hegenberger Road, Suite 304
 Oakland, CA 94621
 Tel: 510-798-4202

District: Oakland Unified School District
 Attn: Tadashi Nakadegawa,
 955 High Street
 Oakland, California
 Tel: 510-535-7038

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the

District.

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

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

16. **Compliance with Law.** While performing the Services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.

17. **Requests.** Inspector agrees to timely and properly complete all reports requested by the District or the Architect or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.

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

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

20. **Work Records.** All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.

21. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Inspector and the District and their respective successors and assigns.

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

24. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

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

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

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

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

IN WITNESS WHEREEOF, the Parties hereto have executed this Agreement on the date indicated below:

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthy 5/27/2021
Shanthy Gonzales, Date
President, Board of Education

Kyla Johnson 5/27/2021
Kyla Johnson-Trammell Superintendent, Date
Secretary Board of Education

Tadashi Nakadegawa 4/29/21
Tadashi Nakadegawa Date
Deputy Chief, Facilities Planning and
Management

Approved As To Form:
[Signature] 4/28/21
OUSD Facilities Legal Counsel Date

INSPECTOR:

ANTHONIO INC.

Tony Ogbide
Signature TONY OGBIDE
4/21/2021 PRINCIPAL
Date

EXHIBIT A

Payments

For Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated according to the hourly rates that are set forth in the attached March 31, 2021, 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: Fencing, Signage & Interior Project
PROJECT NO.:
DSA APPLICATION NO.: 01-116420
FILE No.: NA

LOCATION: FRICK IMPACT ACADEMY
 2845 64TH AVE.
 Oakland, CA

SERVICES: Inspection Services for all construction activities.

Estimated COST (Not to Exceed): fee of \$12,100.00, plus an OUSD contingency of \$1,210.00, for a total contract amount of \$13,310.00.

PROPOSAL DETAILS W/ ALTERNATES SCOPE OF WORK

Hourly Rate = \$110/hr. (Fully-Loaded Rate)
 Duration of Project (Estimate) = 90 Cal. days (based on District's Schedule)
 Daily Schedule (Estimate) = 15 hours per week
 Total Schedule of Work (Estimate) = 100 Hours
 Total Cost = \$11,000
 Close- Out/Punchlist at 10% = \$1,100

REIMBURSABLE (Receipts only): NONE

NOTE:

1. Mr. Jason Zalinski will be proposed Project Inspector.
2. Over/Time Rate covers Weekend & Over 8 hrs./day (\$110 X 1.5 Base = \$135/hr.)

Prepared by: Tony Ogbeide, 3/31/2021)

CC: John Esposito, Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2021

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

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

PRODUCER Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523 License#: 0K07568 ANTHINC-01	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 E-MAIL ADDRESS: Certificates@pdins.com	FAX (A/C, No): 925-686-6118													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B : State Compensation Ins Fund</td> <td>35076</td> </tr> <tr> <td>INSURER C : Lloyd's Syndicate 2623 (Beazley Furlonge Limited)</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company	24082	INSURER B : State Compensation Ins Fund	35076	INSURER C : Lloyd's Syndicate 2623 (Beazley Furlonge Limited)		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 244379188 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		BKS56027948	4/1/2021	4/1/2022	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAS56027948	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	9147386-20	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Errors & Omissions			ANE104270420	11/29/2020	11/29/2021	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 written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG 88 10 04 13.

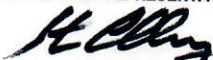
Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives.

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Oakland, CA 94601
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Frick Middle School Intensive Support Site Project	Site	219
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Basic Directions

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

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

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede				
OUSD Vendor ID #	000453	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 #	15105						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-27-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$13,310.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9648	Fund 21, Measure J	210-9650-0-9648-8500-6235-219-9180-9905-9999-99999	6235	\$13,310.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	4/29/21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	4/28/21		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	4/29/21		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			