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File ID Number	12-2716
Committee	Facilities
Introduction Date	11-14-2012
Enactment Number	12-2856
Enactment Date	11-14-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date November 14, 2012

Subject Amendment No. 1, Independent Contractor Agreement for Professional Services - Anthonio, Inc. - Grass Valley ES Portable Installation Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with Anthonio, Inc. for Inspection Services on behalf of the District at Grass Valley ES Portable Installation Project, in an amount not-to exceed \$6,080.00 increasing previous contract amount from \$15,000.00 to a not to exceed amount of \$21,080.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Due to additional inspection and re-inspection hours from soil compaction and investigation of the sewer line related to portables installation.

Local Business Participation Percentage 100.00%

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

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



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with Anthonio, Inc. for Inspection Services on behalf of the District at Grass Valley ES Portable Installation Project, in an amount not-to exceed \$6,080.00 increasing previous contract amount from \$15,000.00 to a not to exceed amount of \$21,080.00. All remaining portions of the agreement shall remain in full force and effect as originally stated. s of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on May 30, 2012, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional Division of State Architect Inspection due to re-inspection of compaction and investigation of sewer line.</u></p>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"> <input checked="" type="checkbox"/> Increase of \$6,080.00 to original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount </p> <p>and the new contract total is <u>Twenty-one thousand, eighty dollars and no cents (\$21,080.00).</u></p>		

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


5. **Amendment History:**

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

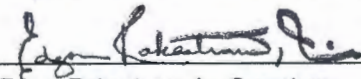
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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


OAKLAND UNIFIED SCHOOL DISTRICT


 Jody London, President, Board of Education

 Date 11/15/12



 Edgar Rakestraw, Jr., Secretary
 Board of Education

 Date 11/15/12


 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR

 10/13/12
 Contractor Signature Date

TONY OGBEIDE
 Print Name, Title

File ID Number: 12-2716
 Introduction Date: 11-14-12
 Enactment Number: 12-2856
 Enactment Date: 11-14-12
 By: _____

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Six thousand, eighty dollars and no cents (\$6,080.00)

Description of Services to be Provided

Antonio, Inc. will provide a maximum of 70 hours plus overtime of services at a rate of \$80.00 per hour for a total not to exceed \$6,080.00.

1. Description of Services to be Provided

Provide additional Division of State Architect inspector.

2. Specific Outcomes:

The specific outcome is to guarantee that the portables are set in a clean, non-toxic environment.

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 checked="" 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 type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do.

Susie Butler Berkley 10-3-2012

**Susie Butler-Berkley
Contract Analyst**



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

**AMENDMENT #1
FOR
INSPECTION SERVICES**

Client: Oakland Unified School District (OUSD)
PROJECT NAME: Grass Valley Elementary School – New Portables Project
PROJECT NO.: 07148
DSA APPLICATION #.: 01-112576
FILE No.: 1-29
LOCATION: Grass Valley Elementary School
4720 Dunkirk Ave.,
Oakland, CA 94605

SERVICES: Inspection Services for all Construction Activities.

COST (Estimate for AMENDMENT #1 – Not-To-Exceed):

\$6,080

OK

PROPOSAL DETAILS

Regular Hours Worked (8/16 – 8/24/12) = 28 hours (or \$2,240) – Not Billed
O/T Hours Worked (8/25 & 8/26/12) = 8 hours (or \$960) – Not Billed
Proposed Regular Hrs. to Complete (2 hr./day X 15 days) = 30 hours (or \$2,400)
Proposed O/T Hrs. for Testing (one Weekend) = 4 hours (or \$480)

COST (Estimate):

Cost Estimate \$2,240 + \$960 + \$2,400 + \$480 = \$6,080

Total Cost Estimate for Inspection = \$6,080

REIMBURSABLE (Receipts only): NONE

NOTES:

- | | | | | |
|---------------------------|--|----------------|----------------------------|--------------|
| | OUSD | OUSD | COMPLETED | REDWOOD ENV. |
| 1. Remaining Work: | Intrusion Alarm Testing, Battery Testing, Water Testing , Grounding Testing | | | |
| | and Punchlist work. | RE-TEST FIRE , | REMAINING ELECTRICAL SCOPE | |
| | OUSD | REDWOOD | REDWOOD | |

Prepared by: Tony Ogbeide, 8/27/2012

ADDITIONAL INSPECTION HOURS DUE
TO DELAY ON PROJECT SCHEDULE FROM
EXISTING SEWER POC ISSUE &
SOIL CONDITION @ NORTH SIDE
PORTABLES - (TIME DELAY)

CC: Eric Sih, Project Manager

Board Office Use: Legislative File Info.	
File ID Number	12-1760
Committee	Facilities
Introduction Date	6-27-2012
Enactment Number	12-18113
Enactment Date	6/27/12



OAKLAND UNIFIED SCHOOL DISTRICT

Memo

To Board of Education

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

Board Meeting Date June 27, 2012

Subject Independent Consultant Agreement for Professional Services Anthonio, Inc.
Grass Valley Elementary School Portable Installation Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Division of State Architect (DSA) Inspection services on behalf of the District Grass Valley Elementary School Portable Installation Project, in an amount not-to exceed \$15,000.00. The term of this Agreement shall commence on June 27, 2012 and shall conclude no later than December 31, 2012.

Background The Division of State Architect requires all DSA projects to be inspected by a certified DSA Inspector.

Local Business Participation Percentage 100.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.



The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Division of State Architect (DSA) Inspection services on behalf of the District Grass Valley Elementary School Portable Installation Project, in an amount not-to exceed \$15,000.00. The term of this Agreement shall commence on June 27, 2012 and shall conclude no later than December 31, 2012.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

Grass Valley ES Portable Installation

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **2nd day of May, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **Antonio, Inc.** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project includes Division of State Architect (DSA) Inspection services. Scope also includes daily field reports, coordination of special inspection & testing company and administration of DSA closeout.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence June 27, 2012 and conclude no later than December 30, 2012.

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:

Signed Agreement
 Workers' Compensation Certification
 Fingerprinting/Criminal Background Investigation Certification
 Insurance Certificates and Endorsements
 W-9 Form

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifteen thousand dollars and no cents (\$15,000.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly 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.

Antonio, Inc.
Grass Valley ES Portable Installation
Project No.: 07148

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** 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.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, 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.
10. **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.

11. **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 five (5) 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.

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 thirty (30) 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 thirty (30) 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 service 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.

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 ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to 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, the Project, or this Agreement, including without limitation the payment of all consequential damages.

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 shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

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
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000

**Workers Compensation
Employer's Liability**

Statutory Limits
\$ 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 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 agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured 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 except the Professional Liability Policy shall be written on an occurrence 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. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **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.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable 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. **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. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. 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:

District:
Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:
Tony Ogbeide
Anthonio, Inc.
333 Hegenberger Road, Suite 304
Oakland, CA 94621

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 county in which the District's administrative 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. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this

Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

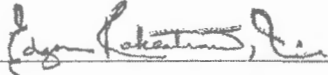
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



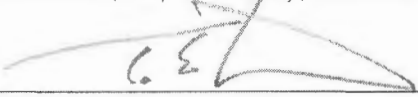
Jody London, President, Board of Education

Date: 6/28/12



Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 6/28/12



Timothy White, Associate Superintendent Facilities Planning and Management

Date: 6/28/12

Antonio, Inc.



TONY OGBELDE

6/4/12

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 6/4/12

File ID Number: 12-1760
Introduction Date: 6/27/12
Enactment Number: 12-1818
Enactment Date: 6/27/12
By: [Signature]

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is not made part of this Agreement.

(See attached proposal)



333 Hegenberger Road, Suite 304, Oakland, CA 94621
(510) 798-4202 FAX: (510) 886-1243
togbeide@aoa-inc.com

TRANSMITTAL

DATE: 4/17/2012

TO: Eric Sih, PM FROM: TONY OGBEIDE

COMPANY: OUSD PAGES: (Including Cover Page)

PHONE: PHONE: (510) 798-4202

FAX: FAX: (510) 886 - 1243

SUBJECT: Proposal for Inspection Services
Installation of New Portables at
Burckhalter Elementary School & Grass Valley Elementary School

COMMENTS:

Please, attached for your review and approval is my Proposal for the inspection services for
Installation of new Portables at Burckhalter and Grass Valley Elementary Schools. As soon
as you approve this proposal, I will have our Inspector(s) send the DSA Form-5 to you.

I have prepared two (2) Proposal Options for you as follows:

Option #1: One Inspector for both projects at half-time on each site at \$29,568.

Option #2: Two Inspectors for both project at full-time -one IOR at each site at \$59,136.

Handwritten circled 'X' over the price of Option #2.

Fin
E-STAT
SITES

Thank you for the opportunity to submit these proposals to you.

If, you have any questions, please feel free to call me at (510) 798-4202.

2

Close Window

Subject: Grass Valley and Burckhalter - Inspection Services
 From: "Eric Sih" <esih@sgicm.com>
 Date: Fri, Apr 13, 2012 11:46 am
 To:
 Cc: <juanita.white@ousd.k12.ca.us>, <Eduardo Rivera-Garcia>, <Mellissa Truitt>, <ebbp@eastbayblueprint.com>, <cesar.monterrosa@ousd.k12.ca.us>, <dongk@byrenskim.com>, <jamie.ramos@ousd.k12.ca.us>
 Attach: image001.jpg

OUSD Inspector,

I am writing to you to request price quote for two (2) of my portable installation projects this Summer 2012. As I have mentioned on the phone with you this morning, I need a Class 3 DSA inspector performing all aspect of the construction including project meetings, coordinate with Si, portables installation, grounding test, fire alarm, intrusion, close out and all works comply with DSA approved drawings. As of to date, both projects have been approved by DSA. Currently we have a bid set (not DSA approved) at East Bay Blue Print for bidders to pick up. We are planning to have the addendum post next week (the overall scope will not change) with DSA approved set. I have cc this email to Sandy with East Bay Blue Print for her information, please call Sandy at East Bay 510.261.2990 and ask her to prepare one (1) half size set to you before pick up.

On your quote, please include:

1. One (1) Class 3 Inspector full time for each project for Burckhalter Elementary Portables (OUSD project#07148) and Grass Valley Elementary (OUSD project #07148)
2. Project Duration as 6/18/12 to 8/15/12 (substantial complete) – 40 hours/week
3. T&M not to exceed amount and Hourly charge rate (from 6/18/12 to 8/15/12)
4. Close out (Lump sum)
5. Name, phone number and contact information of propose Class 3 inspector

I need this price quote on email to me by 4/17/12 Tuesday. If you have any questions, please feel free to call me. I have my contact information below for your reference. Thanks.

Eric Sih
 OUSD SGI Construction Manager
 Project Manager
 360 27th Street
 Suite 620
 Oakland CA 94612
 P 415 773 1000 C 415 911 9117
 www.sgicm.com



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

**PROPOSAL
FOR
INSPECTION SERVICES**

Client: Oakland Unified School District (OUSD)
PROJECT NAME: Grass Valley Elementary School – New Portables Project
PROJECT NO.: 07148
DSA APPLICATION #.: TBD
FILE No.: 1-29
LOCATION: Grass Valley Elementary School
4720 Dunkirk Ave.,
Oakland, CA 94605

SERVICES: Inspection Services for all Construction Activities.

COST (Estimate to Perform Inspection work – Not-To-Exceed):

\$29,568

PROPOSAL DETAILS

Hourly Rate (Class-3) = \$80/hr. (Fully-Loaded Rate – Class 3)
Duration of Project = 6/18 to 8/15/2012 (42 work days)
Daily Schedule of Work: = 8 hours/day (per Project Manager)
TOTAL HOURS = 336 Hours (8hrs X 42 work days)

COST (Estimate):

Cost Estimate \$80/ Hrs. X 336 Hours = \$26,880
Punchlist/Closeout (at 10%) = \$2,688
Total Cost Estimate for Inspection = **\$29,568**

REIMBURSABLE (Receipts only): NONE

NOTES:

1. Charles (Chuck) Croft, as a Class-1 Project Inspector will be proposed Inspector on this project.
2. Premium Time: Overtime and Weekends: \$120/hr (Based on \$80/hr X 1.5 hours) Rate.

Prepared by: Tony Ogbeide, 4/16/2012

CC: Eric Sih, Project Manager

ANTHONIO Inc.

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

OPTION 2

PROPOSAL FOR INSPECTION SERVICES

Client: Oakland Unified School District (OUSD)

PROJECT NAME: Burckhalter Elementary School – New Portables

PROJECT NO.: 07147

PROJECT NAME: Burckhalter Elementary School – New Portables

PROJECT NO.: 07148

DSA APPLICATION #.: TBD

FILE No.: 1-29

LOCATION: Burckhalter Elem School & Grass Valley Elementary School
3994 Burckhalter Ave., 4720 Dunkirk Ave,
Oakland, CA Oakland, CA

SERVICES: Inspection Services for all Construction Activities.

1. Burckhalter ES (DSA #: TBD)

Duration = 42 work days (6/18/12 to 8/15/12)
Daily Inspection = 4hrs/day
Total Inspection Schedule = 168 hours (4 hrs/day X 42 work days)

2. Grass Valley ES (DSA #: TBD)

Duration = 42 work days (6/18/12 to 8/15/12)
Daily Inspection = 4hrs/day
Total Inspection Schedule = 168 hours (4 hrs/day X 42 work days)

COST (Estimate):

Hourly Rate (Class-3) = \$80/hr. (Fully-Loaded Rate – Class 3)
Cost Estimate \$80/hr. X 336 Hours = \$26,880
Punchlist/Closeout (at 10%) = \$2,688

Total Cost Estimate for Inspection = \$29,568

Cost Estimate to perform Inspection: Not-To-Exceed = \$29,568

NOTES:

- 1. Ken Keeler, Class-2 will be proposed Inspector for this project.
- 2. OverTime & Weekend = \$120/hr (based on \$80/hr X 1.5 hours) Rate

Prepared by: Tony Ogbeide, 4/16/12

CC: Eric Sih, PM

Tony Ogbeide 1



2

January 18, 2012

TO: Project Managers
OUSD

RE: List of Staffing - Project Inspectors (IOR)

We are proud to announce and publish the current list of experienced Project Inspectors (IORs) employed under ANTHONIO, Inc. and available for inspection services:

1. Charles Croft, Class - 1 ✓
2. Ken Keeler, Class - 2 ✓
3. Marvin Saltzberg, Class - 3
4. Romer Panaguiton, Class - 1
5. Tony Ogbeide, Class - 3
6. Richard Thomsen, Class - 2
7. Ekundayo Sowunmi, P.E. (Non-DSA Projects)

For Information:

Contact: Tony Ogbeide,
(510) 798-4202 Cell
333 Hegenberger Rd, Suite 304
Oakland, CA 94621

Eric Sih

From: Ken DeCarlo <ken@kdiqa.com>
Sent: Monday, April 16, 2012 1:38 PM
To: Eric Sih
Cc: juanita.white@ousd.k12.ca.us; "Eduardo Rivera-Garcia"; "Mellissa Truitt";
 ebbp@eastbayblueprint.com; cesar.monterrosa@ousd.k12.ca.us;
 dongk@byrenskim.com; jamie.ramos@ousd.k12.ca.us; KDIoffice@kdiqa.com
Subject: RE: Grass Valley and Burckhalter - Inspection Services
Attachments: 12.04.16.BurckhalterPortables.07147.Proposal.pdf;
 12.04.16.GrassValleyPortables.07148.Proposal.pdf; Peter Conrad Resume.pdf

Eric,

Attached are the proposals you have requested along with Peter's resume. I have split the hours between the two projects so you have 20 hours a week for 9 weeks for each project, I also included 32 hours for closeout on Grass Valley and 20 hours for Burckhalter (it's a little less work). I also reduced the normal IOR rate to \$85 for you. As far as the IOR I am recommending for this project, he is a registered Architect and a DSA Certified Class II Inspector, also a graduate of Yale and an excellent IOR, I am sure you will be pleased with his work. Please feel free to call my cell if you have any questions.

Cheers,

Ken DeCarlo
 Project Inspector



www.kdiqa.com
 KDI Consultants, Inc.
 1394 E. 31st St.
 Oakland, CA 94602-1017
 (510) 532-0500 ofc
 (510) 532-0502 fax
 (510) 333-6521 cell

Mailing Address:
 5111 Telegraph Ave. Suite 144
 Oakland CA 94609-1925

336 HRS TOTAL PER PROJECT x \$85
 GRASS VALLEY = \$28,560
 BURCKHALTER = \$28,560

CLOSE OUT = 32 HRS x \$85 = \$2720 / WARP SUM / PROJECT
 PROPOSED IOR = PETER CONRAD CLASS II

"Leadership is the art of mobilizing others to want to struggle for shared aspirations"

Koozes and Pozner

Please consider the environment before printing this e-mail.

NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

From: Eric Sih [<mailto:esih@sqicm.com>]
Sent: Friday, April 13, 2012 11:47 AM
Cc: juanita.white@ousd.k12.ca.us; Eduardo Rivera-Garcia; Mellissa Truitt; ebbp@eastbayblueprint.com;

(3)

cesar.monterrosa@ousd.k12.ca.us; dongk@byrenskim.com; jamie.ramos@ousd.k12.ca.us

Subject: Grass Valley and Burckhalter - Inspection Services

OUSD Inspector,

I am writing to you to request price quote for two (2) of my portable installation projects this Summer 2012. As I have mentioned on the phone with you this morning, I need a Class 3 DSA inspector performing all aspect of the construction including project meetings, coordinate with SI, portables installation, grounding test, fire alarm, intrusion, close out and all works comply with DSA approved drawings. As of to date, both projects have been approved by DSA. Currently we have a bid set (not DSA approved) at East Bay Blue Print for bidders to pick up. We are planning to have the addendum post next week (the overall scope will not change) with DSA approved set. I have cc this email to Sandy with East Bay Blue Print for her information, please call Sandy at East Bay 510.261.2990 and ask her to prepare one (1) half size set to you before pick up.

On your quote, please include:

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3. T&M not to exceed amount and Hourly charge rate (from 6/18/12 to 8/15/12)
4. Close out (Lump sum)
5. Name, phone number and contact information of propose Class 3 inspector

I need this price quote on email to me by 4/17/12 Tuesday. If you have any questions, please feel free to call me. I have my contact information below for your reference. Thanks.

Eric Sih
OUSD/SGI Construction Management
Project Manager
360 22nd Street
Suite 620
Oakland, CA 94612
P: (510) 535-7077 | C: (510) 912-7915
www.sgicm.com

**Construction Quality Management Proposal for
Burckhalter ES Portables
OUSD Project #07147**

April 16, 2012

1 DSA Class 3 Inspector of Record		\$15,300
2 DSA Punch List/Close-out & Documentation (30 Days)		<u>\$1,700</u>
Project Total	Estimated Project Fee	\$17,000

GENERAL ASSUMPTIONS

- Total Project Construction estimated cost \$400,000
- Construction Schedule: 9 weeks
- Project Plans provided are not DSA approved
- Proposal excludes special inspection required by Title 24 CBC Chapter 17

Basis of Charges/Terms and Conditions

- KDI invoices will be submitted on a monthly basis.
- Project Inspection includes construction quality assurance only of all contractor daily activities, including product submittals and RFI review.
- Project Proposal is an estimate and based on general assumptions. Any additions in scope or cost outside of those assumptions will be billed separately on a Time & Material Basis at a basic Inspector hourly rate of **\$85.00**.
- Premium Time:
 - Overtime and Saturdays: add 50% to basic rate.
 - Sundays/Holidays; over 12 hours; over 8 hours on Saturday; add 100% to basic rate
 - Night Shifts: add 15% to basic rate (between hours of 6pm-6am)
 - Weekends and Holidays are a 4 hour minimum.
- Premium time is excluded within this proposal.
- Minimum Time: 2 hours/day for inspection, over 4 hours: minimum 8 hours time billing.
- **All** reinspection fees, inspections required without minimum 24 hour notice will be documented and issued to the Owner under a separate line item as this cost is excluded within this proposal.
- All testing and inspection records will be recorded in an official closeout out binder issued upon completion.



**Construction Quality Management Proposal for
Grass Valley Portables
OUSD Project #07148**

April 16, 2012

1 DSA Class 3 Inspector of Record		\$15,300
2 DSA Punch List/Close-out & Documentation (30 Days)		<u>\$2,720</u>
Project Total	Estimated Project Fee	\$18,020

GENERAL ASSUMPTIONS

- Total Project Construction estimated cost \$680,000
- Construction Schedule: 9 weeks
- Project Plans provided are not DSA approved
- Proposal excludes special inspection required by Title 24 CBC Chapter 17

Basis of Charges/Terms and Conditions

- KDI invoices will be submitted on a monthly basis.
- Project Inspection includes construction quality assurance only of all contractor daily activities, including product submittals and RFI review.
- Project Proposal is an estimate and based on general assumptions. Any additions in scope or cost outside of those assumptions will be billed separately on a Time & Material Basis at a basic Inspector hourly rate of **\$85.00**.
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 - Night Shifts: add 15% to basic rate (between hours of 6pm-6am)
 - Weekends and Holidays are a 4 hour minimum.
- Premium time is excluded within this proposal.
- Minimum Time: 2 hours/day for inspection, over 4 hours: minimum 8 hours time billing.
- All reinspection fees, inspections required without minimum 24 hour notice will be documented and issued to the Owner under a separate line item as this cost is excluded within this proposal.
- All testing and inspection records will be recorded in an official closeout out binder issued upon completion.



PETER CONRAD
DSA CLASS II

QUALIFICATIONS/CERTIFICATIONS

Peter currently maintains the following certifications and licenses:

- DSA: Class II Inspector #5687
- State of California: Registered Architect, 31330

EDUCATION

Yale University, New Haven Connecticut

- M.Arch. - Architecture
- B.A. - Architecture

PROJECT/PROFESSIONAL EXPERIENCE

Fremont Unified School District

Harvey Green Elementary School, Science Classroom Alteration. E.M. Grimmer Elementary School, Science Classroom Alteration.

Ohlone Community College District

Managed several simultaneous new construction and repair/replacement projects. Coordinate with design professionals, help establish end user needs, review construction documents, assist in bidding process, manage and document construction process, project closeout.

Novato Unified School District

Novato High School Modernization: Construction to ADA compliance, retrofit of theatre and music room. Construction value: \$2.8 million

Perkins + Will, International Architectural Firm - Associate

Construction administration of college and university science and classroom buildings and corporate interior projects.

Herbert S. Newman & Partners, 50-person firm with diverse institutional, educational, residential, commercial, and religious projects – Senior Associate

Construction administration of college and university residential buildings and dining facilities.

Arredondo & Company, Developer of high-end self-storage facilities using steel and precast construction – Head of Architecture Department

Complete administration of projects, from site selection through construction.

Franklin Construction Company, Developer of commercial and multi-family residential projects – Chief Architect

Complete administration of projects, from site selection through construction.

Peter S. Conrad, Architect – Owner

Sole proprietorship with four to five employees with small commercial and multi-family residential projects.

Additional information is available upon request.

June 2012

43 DAYS x 8 HRS = 344 HRS TOTAL
 MINUS - 7/4 1 DAY = 8
336 HRS.

June 2012							July 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 27 - Jun 2	May 27	28	29	30	31	Jun 1	2
						8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	
Jun 3 - 9	3	4	5	6	7	8	9
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD)	9:00am 12:30pm Highland OAC meeting (Highland)			
Jun 10 - 16	10	11	12	13	14	15	16
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD)	9:00am 12:30pm Highland OAC meeting (Highland)		8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	
Jun 17 - 23	17	18	19	20	21	22	23
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD) 4:00pm 5:30pm Burckhalter Meeting with David Montes (9:00am 12:30pm Highland OAC meeting (Highland)			
Jun 24 - 30	24	25	26	27	28	29	30
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD) 4:00pm 5:30pm Grass Valley Meeting with David Montes (Lakev	9:00am 12:30pm Highland OAC meeting (Highland)		Send Project Fact Sheet 8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramo	

(K2)

July 2012

July 2012							August 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 1 - 7	Jul 1	2 10:00am 11:30am PM meeting (OUSD)	3 8:00am 10:00am Fire Alarm Meeting (OUSD)	4 9:00am 12:30pm Highland OAC meeting (Highland)	5	6	7
Jul 8 - 14	8	9 10:00am 11:30am PM meeting (OUSD)	10 8:00am 10:00am Fire Alarm Meeting (OUSD)	11 9:00am 12:30pm Highland OAC meeting (Highland)	12	13 8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	14
Jul 15 - 21	15	16 10:00am 11:30am PM meeting (OUSD)	17 8:00am 10:00am Fire Alarm Meeting (OUSD)	18 9:00am 12:30pm Highland OAC meeting (Highland)	19	20	21
Jul 22 - 28	22	23 10:00am 11:30am PM meeting (OUSD)	24 8:00am 10:00am Fire Alarm Meeting (OUSD)	25 9:00am 12:30pm Highland OAC meeting (Highland)	26	27 8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	28
Jul 29 - Aug 4	29 Send Project Fact Sheet	30 10:00am 11:30am PM meeting (OUSD)	31 8:00am 10:00am Fire Alarm Meeting (OUSD)	Aug 1	2	3	4

(RST)

August 2012

August 2012							September 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jul 29 - Aug 4	Jul 29	30	31	Aug 1	2	3	4
				9:00am 12:30pm Highland OAC meeting (Highland)			
Aug 5 - 11	5	6	7	8	9	10	11
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD)	9:00am 12:30pm Highland OAC meeting (Highland)		8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	
Aug 12 - 18	12	13	14	15	16	17	18
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD)	9:00am 12:30pm Highland OAC meeting (Highland)			
Aug 19 - 25	19	20	21	22	23	24	25
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD) 4:00pm 5:30pm Burckhalter Meeting with David Montes (9:00am 12:30pm Highland OAC meeting (Highland)		8:00am 9:00am Staff Meeting (955 High Street - Outside Conference/Lunch Room) - Jamie Ramos	
Aug 26 - Sep 1	26	27	28	29	30	31	Sep 1
		10:00am 11:30am PM meeting (OUSD)	8:00am 10:00am Fire Alarm Meeting (OUSD) 4:00pm 5:30pm Grass Valley Meeting with David Montes (Lakev	Send Project Fact Sheet 9:00am 12:30pm Highland OAC meeting (Highland)			

REPT

Information regarding Consultant:

Consultant: _____

Employer Identification and/or Social Security Number

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Limited Partnership
- _____ Corporation, State: _____
- _____ Limited Liability Company
- _____ Other: _____

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

(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.)

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 certifies that it 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):

_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' 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 sub-consultants' 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 sub-consultants' employees is

Name: _____

Title: _____

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

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

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

Antonio, Inc.
Piedmont ES Library and Science Room Project
Project No.: 07145

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: _____
Proper Name of Consultant: _____
Signature: _____
Print Name: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2012

PRODUCER (415) 978-3800 FAX: (415) 978-3825

Calender-Robinson Company, Inc.
FB0267063300 Montgomery St., Suite 888
San Francisco CA 94104

INSURED

ANTHONIO INC.
605 MARKET ST STE 503

SAN FRANCISCO CA 94105

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

INSURERS AFFORDING COVERAGE

INSURER A: Sentinel Insurance Co., LTD

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NAIC #

11000

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	578BA3E4574	10/7/2011	10/7/2012	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN L AGGREGATE LIMIT APPLIES PER:				
		<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				OTH-EB
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

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

CERTIFICATE HOLDER

Oakland Unified School District
Attn: Ms. Susie Berkeley
955 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Paul M. C...*ACORD 25 (2009/01)
INS025 (200901).01© 1998-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: 27 SBA ZE4574

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ---- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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



ANTHINC-01 ELIZABETHF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2012

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

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

PRODUCER License # 0B63315
WestCallawayStotka, Inc.
200 Gregory Lane
Bldg. A
Pleasant Hill, CA 94523

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No): (925) 686-6118
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State Compensation Ins Fund

INSURER B:

INSURER C:

INSURER D:

INSURER F:

INSURED

ANTHONIO, INC.
574 Blossom Way
Hayward, CA 94541

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
						\$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	165303511	7/1/2011	7/1/2012	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Oakland Unified School District (OUSD)
1025 Second Avenue
Oakland, CA 94606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information

Project Name Grass Valley ES Library and Science Site Grass Valley ES

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	<u>Anthonio, Inc.</u>	Agency's Contact	<u>Tony Ogbeide</u>			
OUSD Vendor ID #	<u>V054447</u>	Title	<u>Inspector of Record</u>			
Street Address	<u>333 Hegenberger Road, Suite 304</u>	City	<u>Oakland</u>	State	<u>CA</u>	Zip <u>94621</u>
Telephone	<u>510-798-4202</u>	Policy Expires	<u>10-7-2012</u>			
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 #	<u>07148</u>					

Term

Date Work Will Begin 6-27-2012 Date Work Will End By 12-30-2012
(not more than 5 years from start date)

Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$15,000.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment Changed Amount	\$
Other Expenses		Requisition Number	


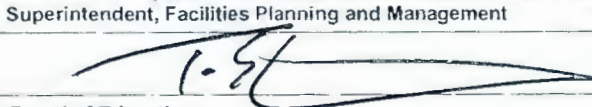
Budget Information

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 Code	Amount
<u>9299, 9399, 9499, 9599, 9699</u>	<u>Measure B</u>	<u>1229901830</u>	<u>6235</u>	<u>\$15,000.00</u>

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	<u>Charles Love</u>	Phone	<u>510-535-7081</u>	Fax	<u>510-535-7082</u>
1.	Capital Program Contract & Accounting Manager		Signature		Date Approved	<u>6-14-12</u>
2.	General Counsel, Department of Facilities Planning and Management		Signature		Date Approved	<u>6-14-12</u>
3.	Associate Superintendent, Facilities Planning and Management		Signature		Date Approved	
4.	President, Board of Education		Signature		Date Approved	

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM



Project Information

Project Name	Grass Valley ES Portable Installation	Site	Grass Valley Elementary School
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Basic Directions

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

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

Contractor Information

Contractor Name	Anthonio, Inc.	Agency's Contact	Tony Ogbeide		
OUSD Vendor ID #	V054447	Title	Inspector of Record		
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA
Telephone	510-798-4202	Policy Expires	10-7-2012		
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 #	07148				

Term

Date Work Will Begin	5-30-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$21,080.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 6,080.00
Other Expenses		Requisition Number	

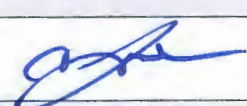
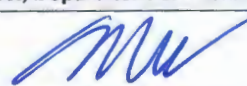
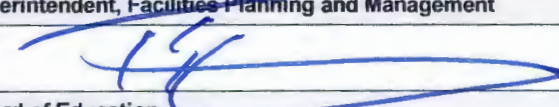
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9399, 9599, 9699	Measure B	1229901831	6235	\$6,080.00

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
1.	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	10-3-12		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	10-4-12		
3.	Associate Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			