

Board Office Use: Legislative File Info.	
File ID Number	12-2242
Committee	Facilities
Introduction Date	9-12-2012
Enactment Number	12-2429
Enactment Date	9/12/12



# Memo

**To** Board of Education

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

**Board Meeting Date** September 12, 2012

**Subject** Amendment No. 2, Professional Services Facilities Contract - Anthonio, Inc. -  
Montera Middle School Modernization School Project

**Action Requested** Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Division of State Architect Inspection Services on behalf of the District at Montera Middle School Modernization in an amount not-to exceed \$19,140.00 increasing previous contract amount from \$157,209.00 to a not to exceed amount of \$176,349.00 and revising the end date from June 10, 2010 thru January 26, 2012 to September 18, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background** IOR was required to be on site more time during the 2010 summer break than originally estimated, in order to effectively monitor the Contractor's overtime and T&M activities associated with various change

**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

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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. 2, Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Division of State Architect Inspection Services on behalf of the District at Montera Middle School Modernization in an amount not-to exceed \$19,140.00 increasing previous contract amount from \$157,209.00 to a not to exceed amount of \$176,349.00 and revising the end date from June 10, 2010 thru January 26, 2012 to September 18, 2012. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

Measure B

**Attachments**

- Professional Services Contract including scope of work

## AMENDMENT NO. 2 TO PROFESSIONAL SERVICES 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 **June 10, 2010**, and the parties agree to amend that Agreement as follows:

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout.</u></p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The term of the contract has <u>changed</u>.</b>
<p><b>If term is changed:</b> The contract term is extended by an additional <b>8 months</b>, and the amended expiration date is <b>September 18, 2012</b>.</p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The contract price has <u>changed</u>.</b>
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> <b>Increase of \$19,140.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b><u>One hundred seventy-six thousand, three hundred forty-nine dollars and no cents (\$176,349.00)</u></b></p>			

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

5. **Amendment History:**

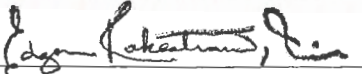
There are no previous amendments to this Agreement.  **This contract has previously been amended as follows:**

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	6-22-2011	The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout. Amendment No. 1 also covers tracking and monitoring anticipated Time and Material work during this period, which excludes overtime and punchlist inspections,	\$13,659.00

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

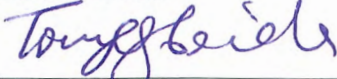
OAKLAND UNIFIED SCHOOL DISTRICT

  
\_\_\_\_\_  
Jody London, President, Board of Education Date 9/13/12

  
\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary Date 9/13/12  
Board of Education Date

  
\_\_\_\_\_  
Timothy White, Associate Superintendent Date  
Facilities, Planning and Management

CONTRACTOR

  
\_\_\_\_\_  
Contractor Signature Date 7/25/12

TONY OGBEIDE  
\_\_\_\_\_  
Print Name, Title



**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Anthonio, Inc.**

Billing Rate: **Nineteen thousand, one hundred forty dollars and no cents (\$19,140.00)**

**Description of Services to be Provided**

1. **Goals or Objectives**  
Provide DSA inspection

2. **Description of Services to be Provided**  
Provide a safe environment for the students and staff.

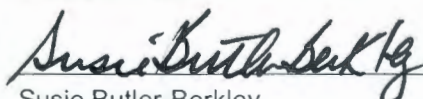
3. **Description of Services to be Provided**  
The Inspector of Record had to provide additional time to compensate the contractor.

2. **Specific Outcomes:**  
The inspection of the school to insure that all components are safe.

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 verifies that the Contractor does not appear on the Excluded Parties list at [www.epls.gov/epls/seach.do](http://www.epls.gov/epls/seach.do)

 Date: 7-26-2012

Susie Butler-Berkley  
Contract Analyst



# ANTHONIO Inc.

333 HEGENBERGER ROAD, SUITE 304, OAKLAND, CA 94621  
Tel: (510) 798 - 4202 Fax: (510) 886 - 1243

## AMENDMENT #2 FOR INSPECTION SERVICES

**Client:** Oakland Unified School District (OUSD)  
**PROJECT NAME:** Montera Middle School - Modernization  
**PROJECT NO.:** 03039  
**DSA APPL. NO.:** 01-110288  
**FILE No.:** 1-29  
**SERVICES:** Inspection Services for all construction Activities.

**Estimated Fee to Complete Project (Amendment #2 to Contract):**

**\$19,140**

### ADDITIONAL SERVICES - DETAILS

Expended Hours to Complete overall Projects (Not Billed) = \$19,314 (Not Paid)  
Total hours = 222 hours (8/30/2011 to 3/31/2012)  
Estimated Cost = \$87 X 222 hrs = \$19,314

1. Balanced – Original Fee (as of August 29, 2011) - Less = (\$174)  
COST (Estimate): To Complete (Adjustment to Contract): = \$19,140

### NOTE(Reasons for Extra work):

1. This project still had remaining original scope and change order work to be completed when the school opened for the current school year. There was also a long punchlist that needed to be completed and signed off which was not completed until well into the winter. All of this continued on and off randomly for the most part of several months. This was due to a combination of subcontractor issues, unforeseen conditions, and owner instigated change order work. For example, we still had to do testing for fire alarm and electrical work into the fall, HVAC balancing remained outstanding, suspended ceiling work needed to be made compliant, etc.

2. The contractor for this project did not complete their as-built drawings in a timely manner even though they were reminded constantly all through the project by both the IOR and the project manager. IOR was required to spend additional time reviewing and re-reviewing the as-builts several times and met with both the contractor for the project as well as with some of their subcontractors in order to achieve accurate as-built drawings for the District.

3. IOR was asked to review and make comments on PCO's/COR's and potential credits. IOR attended several PCO meetings attended by District personnel and the contractors as well as with just District personnel. This work was performed off and on through the past fall and winter and would usually involved. There also were several meetings where credits to the District were discussed and IOR produced credit lists for the District to pursue if they so desired.

Prepared by: Tony Ogbeide,

*Tony Ogbeide* 4/20/2012

CC: John Esposito, Project Manager



Board Office Use: Legislative File Info.	
File ID Number	11-1415
Committee	Facilities
Introduction Date	6-14-2011
Enactment Number	11-1257
Enactment Date	6-22-11



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To:** Board of Education

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

**Board Meeting Date:** June 22, 2011

**Subject:** Amendment No. 1, Professional Services Facilities Contract - Anthonio, Inc. -  
Montera Middle School Modernization School Project

**Action Requested:** Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with Anthonio, Inc. for Division of State Architect Inspection Services on behalf of the District at Montera Middle School Modernization in an amount not-to exceed \$13,659.00 increasing previous contract amount from \$143,550.00 to a not to exceed amount of \$157,209.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Background:** IOR was required to be on site more time during the 2010 summer break than originally estimated, in order to effectively monitor the Contractor's overtime and T&M activities associated with various change

**Level of Progress:** 100.00%

**Project Completion:**

**Significance:**

**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



OAKLAND UNIFIED  
SCHOOL DISTRICT

*Community Schools, Thriving Students*

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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, Professional Services Facilities Contract with Anthonio, Inc. for Division of State Architect Inspection Services on behalf of the District at Montera Middle School Modernization in an amount not-to exceed \$13,659.00 increasing previous contract amount from \$143,550.00 to a not to exceed amount of \$157,209.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

**Fiscal Impact**

The funding source for this project is (Funding Source).

**Attachments**

- Professional Services Contract including scope of work

**Key Code**

2119901812-6235

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## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES 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 **June 10, 2010**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout. Amendment No. 1 also covers tracking and monitoring anticipated Time and Material work during this period, which excludes overtime and punchlist inspections.</u></p>		
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> <b>The term of the contract is <u>unchanged</u>.</b>	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The contract price has <u>changed</u>.</b>
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> <b>Increase of \$13,659.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <b><u>One hundred fifty-seven thousand, two hundred nine dollars and no cents (\$157,209.00)</u></b></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**

*[Signature]*  
 Gary Yee, President, Board of Education      6/23/11  
 Date

*[Signature]*  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education      6/23/11  
 Date

*[Signature]*  
 Timothy White, Assistant Superintendent  
 Facilities, Planning and Management      \_\_\_\_\_  
 Date

**CONTRACTOR**

*[Signature]*      5/26/2011  
 Contractor Signature      Date

**TONY OGBEIDE, PRINCIPAL**  
 Print Name, Title

**Legislative File**

**File ID Number:** 11-1415

**Introduction:** 6-14-11

**Enactment Number:** 11-1257

**Enactment Date:** 6-22-11

P.O. No. \_\_\_\_\_

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Anthonio, Inc.**

**Billing Rate: Thirteen thousand, six hundred fifty-nine dollars and no cents (\$13,659.00)**

**Description of Services to be Provided**

**Antonio, Inc.** will provide a maximum of 360 hours of services at a rate of \$87.00 per hour for a total not to exceed \$31,320.00, less the balance of (\$17,661.00) as of April 22, 2011, total adjusted fee is **\$13,659.00**.

- 1. Goals or Objectives**  
Provide DSA inspection
  
  - 2. Description of Services to be Provided**  
The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout. Amendment No. 1 also covers tracking and monitoring anticipated Time and Material work during this period, which excludes overtime and punchlist inspections.
  
  - 3. Deliverables**  
Inspection reports
-

Board Office Use: Legislative File Info.	
File ID Number	10-1202
Committee	Facilities
Introduction Date	6-2-10
Draftment Number	10-1008
Draftment Date	6-9-10

BY



OAKLAND UNIFIED SCHOOL DISTRICT

# Memo

To: Board of Education  
 From: Tony Smith, Ed.D., Superintendent  
 Timothy White, Assistant Superintendent, Facilities Planning and Management  
 Board Meeting Date: June 9, 2010  
 Subject: Professional Services Contract - Contractor - Project Name

Action Requested: Approval by Board of Education of a Professional Services Agreement with Anthony Ogbeide Associates, Inc. for Inspection Services at Montera Middle School Modernization Project in an amount not to exceed \$143,550.00. The term of this Agreement shall commence on June 10, 2010 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, January 26, 2012, whichever occurs first.

Background: As required by the State of California, new construction, renovation and addition projects at school sites involving structural, disabled access barrier removal and fire/life safety elements must be inspected during construction by an inspector certified by the Department of the State Architect (DSA).

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





OAKLAND UNIFIED  
SCHOOL DISTRICT

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 Board of Education of a Professional Services Agreement with Anthony Ogbeide Associates, Inc. for Inspection Services at Montera Middle School Modernization Project in an amount not to exceed \$143,550.00. The term of this Agreement shall commence on June 10, 2010 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, January 26, 2012, whichever occurs first.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

2119901812-6235



PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and Anthony Ogbeide Associates, Inc. (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. Terms: CONTRACTOR shall commence work on June 10, 2010. The work shall be completed no later than January 26, 2012.
3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One hundred forty-three thousand, five hundred fifty dollars and no cents (\$143,550.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:
- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA

6. CONTRACTOR Qualifications / Performance of Services.

- a. CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR'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.

- 7. Notices/Invoicing: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Timothy White
Site /Dept.: Facilities Planning and Management
Address: 955 High Street
Oakland, CA 947601
Phone: (510)879-3664

CONTRACTOR:

Name: Anthony Ogbeide
Title: IOR
Address: 333 Hegenberger Road
Oakland, CA 94621
Phone: 510-886-1242

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.



8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors 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. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
  - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
  - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
  - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.

10. **Insurance:**

9.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

9.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

9.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

9.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

9.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

9.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

9.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

9.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:



8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors 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. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)
- For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
  - In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
  - Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
  - Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.
10. **Insurance:**
- 9.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- 9.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- 9.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.
- 9.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.
- 9.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 9.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
- 9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
- 9.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 9.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

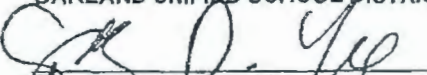
17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **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.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD 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.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **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.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **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 given the proper authority and empowered to enter into this Agreement.
29. **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.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Professional Services Contract

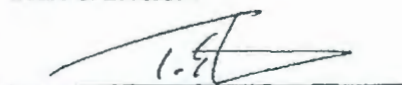
OAKLAND UNIFIED SCHOOL DISTRICT

  
 President, Board of Education  
 Superintendent

6/10/10  
Date

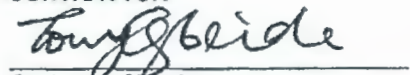
  
Secretary,  
Board of Education

6/10/10  
Date

  
Assistant Superintendent,  
Department of Facilities Planning and Management

\_\_\_\_\_  
Date

CONTRACTOR

  
Contractor Signature

5/14/2010  
Date

TONY OGBENSE, PRINCIPAL  
Print Name, Title



**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Anthony Ogbeide Associates, Inc.**

**Billing Rate: One hundred forty-three thousand, five hundred fifty dollars and no cents (\$143,550.00).**

**Description of Services to be Provided**

Consultant will provide inspection services in accordance with the guidelines set forth by the Division of the State Architect and mandated by the State of California for public school construction and improvement at the Montera Middle School Modernization Project located at Montera Middle School, 5555 Ascot Drive 94611.

**COMPENSATION AND PAYMENT:**

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid (IOR Per Hour Rate) \$87.00 hour for DSA certified and approved project inspection in an amount not to exceed a fee of One hundred forty-three thousand, five hundred fifty dollars and no cents (\$143,550.00) for Montera Middle School Modernization Project.

**REIMBURSABLE EXPENSES:**

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

• SCOPE OF BASIC SERVICES

1.1 Criteria: Work shall be performed in accordance with all applicable and most current codes, laws, regulations, and professional standards, including, but not limited to, applicable District design criteria. The services performed under this Agreement may be part of a school building project funded in whole or in part by Leroy F. Greene State School Building Funds (E.C. 17700). Therefore, the Consultant's full compliance with the applicable Disabled Veterans' Business Enterprise (DVBE) regulations promulgated by the State Allocation Board, for Greene Act funding, is mandatory. As required by the State Allocation Board regulations, the Consultant's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Consultant shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

1.2 Inspector shall provide, as authorized in advance by District and in the manner described below, the following construction phase inspection services to District:

1.2.1 Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services (DSA/ORS) can verify the Project work when complete.

1.2.2 The duties of Consultant will include all activities required to develop and maintain personal knowledge of the Project work, generally including the following: preparing reports, maintaining codes, documents, submittals and records, developing and maintaining a field check list and Work Progress Charts, reviewing as-built drawings, change order proposals and requests for payment, reporting Project delays, performing Project close-out procedures, and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I, of the California Code of Regulations, and as required by the Education Code "Field Act".

1.2.3 Services will include, but shall not be limited to, the following:

1.2.3.1 Maintaining copies of the most recent relevant Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The code shall include, at a minimum: (1) the State Uniform Plumbing Code; (2) the State Uniform Mechanical code; (3) the State and National Electric Code [s], (4) the State Uniform Building Code; and (5) the State Accessibility Standards and Interpretive Regulations;

1.2.3.2 Studying and analyzing the Construction Contract and the Contract Documents, and notifying the Architect and District project manager immediately of any inconsistencies and/or perceived omissions in the Contract Documents;

1.2.3.3 Maintaining records at the site in an orderly manner, including the Construction Contract and approved Contract documents, Addenda, Supplements, Change Orders, Field Orders, structural and utility records, submittals, correspondences, approved shop drawings and all reports hereinafter required.

1.2.3.4 Reviewing portions of the Project work which require testing of materials or systems, including verification that testing and/or engineering laboratories and/or individuals are qualified to undertake required tests.

1.2.3.5 Inspecting all materials delivered to the Project site for conformance with Contract requirements; verification of special inspections when applicable; requiring that materials be stored so that they will neither interfere with the Project work nor incur damage from weather or other causes;

1.2.3.6 Notifying District and Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Consultant believes he is not qualified to judge the acceptance of such materials and/or work;

1.2.3.7 Attending all Project meetings;

1.2.3.8 Maintain a photographic record of activities and conditions at the Project site.

1.2.3.9 Tracking labor performed and materials used in any unit cost and/or cost-plus type of work, reporting data to the Architect and District;

1.2.3.10 Developing and utilizing a Field check List including all Project work divided by trade;

- 1.2.3.11 Receiving a Progress Schedule, in a form approved by the Architect, detailing start and finish date for Project work; updating the Schedule weekly to reflect Project progress; alerting District and the Architect of departures from the Schedule and/or conditions that may cause Project delays;
- 1.2.3.12 Prepare three series of reports, including:
- 1.2.3.12.1 Daily Diary Reports: Reports to be created daily to include: (a) the approximate number of workers in each craft or trade; (b) identification of visitors to the site; (c) any observations of the Consultant and/or Architect; (d) general weather conditions; (e) Project status; (f) deviations from the plans and specifications (if any) and corrective action required regarding same; (g) persons notified of any corrective actions deemed necessary;
- 1.2.3.12.2 Semi-monthly Reports: Reports shall be submitted on 1<sup>st</sup> and 16<sup>th</sup> day of each month of Project work;
- 1.2.3.12.3 Verified Progress Reports: Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
- 1.2.3.13 The Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy inspectors as necessary and order special test as required by the T&I Sheet, the District or the DSA. The Inspector shall transmit all such samples to the Laboratory for analysis upon completion of all such test and special inspection. The Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.
- 1.2.3.14 The District and all Districts projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. 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 the payments or termination for failure to comply with such Act. The Consultant shall cause the removal of any personnel working on the Project site in violation of the Act.
- 1.2.3.15 Providing notice of specific benchmarks during the course of construction to DSA, the State Fire Marshall ("SFM"), the District and the Architect, including (1) forty-eight hours notice of the date Project work will be started where the work is under the jurisdiction of DSA; (2) forty-eight hours notice of the date on which the first foundation trench will be complete and ready for footing forms; (3) forty-eight hours notice of the first pour of concrete; (4) notice of any suspension of Project work for a period greater than two weeks; (5) forty-eight hour notice of when any new phase of work is to be started, including (a) structural steel; (b) wood framing; (c) lathe and plaster; (d) painting; and (e) tile work; (6) forty-eight hour notice of the first or principal tests electric, water, gas and / or sewer pipes; (7) notice of any hazard to persons or property, such as the occurrences of any serious accident, fire or failure of any form work or scaffolding, immediately upon such occurrences, (8) any comments regarding conflicts in work, and suggestions made by official representatives of DSA, SFM, public authorities, utility companies, or the District;
- 1.2.3.16 Issuing notices of non-compliance to the Contractor, with copies to the Architect and the District, for any deviations from the requirements of the Contract Documents, and preparation of a log of all discussions of such deviations. Consultant shall take special care to insure that he/she does not issue instructions to the Contractor that will result in claim for extra compensation or a claim for an extension in the time of Contract completion;
- 1.2.3.17 Verification that all subcontracted work is done by licensed subcontractors who are listed in the Contract Documents and/or specially approved by the District.
- 1.2.3.18 Allowing changes from contract Documents to proceed only when either a full Change Order is in place or upon receipt of a Preliminary Change Order, based upon DSA informal approvals or at the direction of the District.
- 1.2.3.19 Participation in the Change Order approval process by reviewing proposed changes to the work and assisting in determining the appropriate cost and time impact of the change;



Professional Services Contract

- 1.2.3.20 Comparing Contractor's monthly request for payment with the Schedule of Values by Contractor and approved by Architect to determine that the request is consistent with work completed; certify or recommend denial of the request for payment and forward to Architect for action;
- 1.2.3.21 Inspecting on a weekly basis, of "As-Built Drawings" annotated daily by of a current set of plans and specifications which incorporate all changes, revisions and clarifications received from Architects; final review, approval and transmission of final As-Built Drawings to Architect at Project Completion;
- 1.2.3.22 Reporting of any Project delays, including provision of a report to Architect and District fully outlining the status of the Project and the reason for delay, and listing missing items and incomplete work;
- 1.2.3.23 Creating a punchlist of items to be adjusted at Project Substantial Completion; transmission of punchlist to Architect and District for;
- 1.2.3.24 Confirming that Fire Life Safety and electronic grounding tests have been successfully completed.
- 1.2.3.25 Assuring that at a Project Completion all training manuals, guarantees and extra stock items are received by the District.
- 1.2.3.26 Undertaking additional related tasks as directed by the District.

Notice: This page includes two separate forms.

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Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Attach proof of general liability and workers' compensation insurance</li> </ul>
Contractors with no employees	<ul style="list-style-type: none"> <li>✓ Complete Workers' Compensation Certification below</li> <li>✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.</li> </ul>

**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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

**Check only one of the boxes below.**

<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
---	--

CONTRACTOR Name: ANTHONY OGBEIDE ASSOCIATES, INC

Contractor Signature: Tony Ogbeide Date: 5/14/2010

Print Name and Title: TONY OGBEIDE, PRINCIPAL

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

**GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM**

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement: <ol style="list-style-type: none"> <li>1. Contract is for less than \$15,000</li> <li>2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.</li> </ol>
--

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

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

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2010

INSURER (415) 978-3800 FAX: (415) 978-3825  
 Lender-Robinson Company, Inc.  
 2267063  
 100 Montgomery St., Suite 888  
 San Francisco CA 94104

PRODUCED BY  
 PHOENIX OGBEIDE ASSOCIATES, INC.  
 500 MARKET STREET, 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	NAIC #
INSURER A: Golden Eagle Insurance Corp	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**TERMS AND CONDITIONS**  
 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 ANY 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.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	80P8462510	6/23/2009	6/23/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY. EA ACC \$ ACG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate holder and its Directors, Officers, Employees, Agents and Representatives are named Additional insured  
 Montera Middle School, 5555 Ascot Dr., Oakland CA 94611  
 30 day notice of cancellation applies for non payment of premium

**CERTIFICATE HOLDER**  
 Oakland Unified School District  
 Timothy E. White, Assistant Superintendent  
 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



Policy Number: BOP8462510

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.**

**OAKLAND UNIFIED SCHOOL DISTRICT  
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, but only with respect to liability arising out of your work, operations or premises owned by or rented to you.

It is understood that this insurance is primary and any other insurance maintained by the additional insured shall be excess only and not contributing with this insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2011PRODUCER (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

NAIC #

INSURER A: Hartford Casualty Insurance 29424

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

NSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	57SBA2E4574	10/7/2010	10/7/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<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 EA ACC \$
					AUTO ONLY: 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 OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

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

Re: Santa Fe Paving Project No. 07133 and the Madison Middle School Modernization Project No. 03039

Certificate holder is named as additional insured per the attached endorsement. \*10-Day notice of cancellation applies for non-payment of premium.

## CERTIFICATE HOLDER

Oakland Unified School District  
955 High Street  
Oakland, CA 94601

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Policy Number: 57SBAZE4574

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.**

**OAKLAND UNIFIED SCHOOL DISTRICT  
SANTA FE SCHOOL  
MADISON MIDDLE SCHOOL**

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, but only with respect to liability arising out of your work, operations or premises owned by or rented.



## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Anthonio, Inc.** OUSD entered into an Agreement with CONTRACTOR for services on **June 10, 2010**, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout. Amendment No. 1 also covers tracking and monitoring anticipated Time and Material work during this period, which excludes overtime and punchlist inspections.</u></p>		
2. <b>Terms (duration):</b>	<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><b>If term is changed:</b> The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of <b>\$13,659.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$_____ to original contract amount</p> <p>and the new contract total is <b><u>One hundred fifty-seven thousand, two hundred nine dollars and no cents (\$157,209.00)</u></b></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.

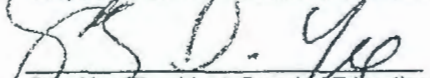
5. **Amendment History:**

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

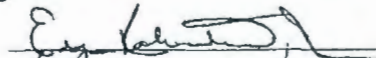
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

  
 Gary Yee, President, Board of Education

6/23/11  
 Date

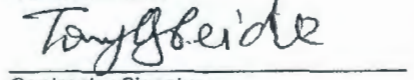
  
 Edgar Rakestraw, Jr., Secretary  
 Board of Education

6/23/11  
 Date  
 Date

  
 Timothy White, Assistant Superintendent  
 Facilities, Planning and Management

\_\_\_\_\_  
 Date

CONTRACTOR

  
 Contractor Signature

5/26/2011  
 Date

**TONY OGBEWE, PRINCIPAL**  
 Print Name, Title

**Legislative File**

**File ID Number:** 11-1415  
**Introduction:** 6-14-11  
**Enactment Number:** 11-1257  
**Enactment Date:** 6-21-11

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**SCOPE OF WORK**

**Contractor Name: Antonio, Inc.**

**Billing Rate: Thirteen thousand, six hundred fifty-nine dollars and no cents (\$13,659.00)**

**Description of Services to be Provided**

**Antonio, Inc.** will provide a maximum of 360 hours of services at a rate of \$87.00 per hour for a total not to exceed \$31,320.00, less the balance of (\$17,661.00) as of April 22, 2011, total adjusted fee is **\$13,659.00**.

**1. Goals or Objectives**

Provide DSA inspection

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

The scope of the project is to provide Division of State Architect (DSA) required inspection services for the remaining portion of the modernization, including project closeout. Amendment No. 1 also covers tracking and monitoring anticipated Time and Material work during this period, which excludes overtime and punchlist inspections.

**3. Deliverables**

Inspection reports



**OAKLAND UNIFIED SCHOOL DISTRICT  
Department of Facilities Planning and Management  
AGREEMENT REQUEST FORM**

DATE SUBMITTED: 5/5/2011

SUBMITTED BY: John Esposito

**4054447**

**SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)**

- |   |                                     |   |                          |
|---|-------------------------------------|---|--------------------------|
| 1.) A/E (Architect and Engineers) Contract                          | <input type="checkbox"/>            | 5.) "Small" (under \$15,000.00) Construction Contract | <input type="checkbox"/> |
| 2.) IOR (Inspector of Record Contract)                              | <input checked="" type="checkbox"/> | 6.) Resolution Awarding Bid and Construction Contract | <input type="checkbox"/> |
| 3.) Agreement for Professional Services - Testing Etc.              | <input type="checkbox"/>            | 7.) Change Order                                      | <input type="checkbox"/> |
| 4.) Amendment to Agreement for Professional Services (Amendment #1) | <input type="checkbox"/>            | 8.) Purchase Order                                    | <input type="checkbox"/> |

T&M  
\_\_\_\_\_  
Timothy E. White  
Asst. Superintendent

Date

[Signature]  
\_\_\_\_\_  
Tadashi Nakadegawa  
Facilities Director

5/6/11  
Date

**SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE:**

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
100.00%	0.00%	0.00%	100.00%

**SECTION III. AGREEMENT INFORMATION:**

Project Name:	Montera Modernization	Project No:	03034 <b>2119901812-6235</b>
Vendor Name:	Anthonio Inc.	Vendor Contact:	Anthony Ogbeide
Vendor Phone Number:	(510) 798-4202	Vendor Mailing Address:	333 Hegenberger Road, Suite 304 Oakland, CA 64621
Agreement Start and Stop Dates:	Start: 6/22/2011 Stop: 1/26/2012	Amounts:	Current Contract Amount: \$143,550.00 Not to Exceed Amount: \$13,659.00 Revised Contract Amount: \$157,209.00
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>If yes give an explanation:</i>	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Date:
Certificate of Insurance Attached	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date provided:	

**For Construction Contracts >\$15,000, please provide or attach the following:**

- |  |  |
|--|--|
| 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) <i>(Attach Bid Documents)</i> | 6) Performance Bonds Attached  |
| 2) Date(s) of Bid Advertisement -  | 7) Payment Bonds Attached  |
| 3) Date of Bid Opening -   | (Sections 6 and 7 to be completed by Contract Administration department) |
| 4) Name of Architect - HY Architects   |  |
| 5) Liquidated damages per day - \$   |  |

**Scope of Work:** *(Needed to prepare Executive Summary)* Please attach separately along with Vendor's proposal.  
Provide DSA required IOR inspection services for the remaining portion of the modernization, including project closeout.  
Amendment #1 also covers tracking and monitoring anticipated T&M work during this period, which excludes overtime and punchlist inspections.

**Discussion Info:** *(Needed to prepare Executive Summary)* (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed.

IOR was required to be on site more time during the 2010 summer break than originally estimated, in order to effectively monitor the Contractor's overtime and T&M activities associated with various change order work, as directed by the district.

Funding Source:

Budget Number:

**RECEIVED**  
5-11-11





# ANTHONIO Inc.

(F.K.A, ANTHONY OGBEIDE ASSOCIATES, INC.) FACILITIES PLANNING AND MANAGEMENT  
333 HEGENBERGER ROAD, SUITE 304, OAKLAND, CA 94621  
Tel: (510) 886 - 1242 Fax: (510) 886 - 1243; Cell: (510) 798-4202  
25 APR 25 P 2:41

## AMENDMENT #1 FOR INSPECTION SERVICES

**Client:** Oakland Unified School District (OUSD)  
**PROJECT NAME:** Montera Middle School - Modernization  
**PROJECT NO.:** 03039  
**DSA APPL. NO.:** 01-110288  
**FILE No.:** 1-29

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

**Estimated Fee to Complete Project (Amendment #1 to Contract):**

**\$13,659**

### ADDITIONAL SERVICES - DETAILS

Estimated Hours to Complete overall Projects = \$31,320 (Estimate)  
Estimated Daily Inspection = 4 hrs/day (Completion at 8/31/2011)  
Total hours = 360 hours (20 hrs/wk X 18 weeks)  
Estimated Cost = \$87 X 360 hrs = \$31,320

**Total Cost for Remaining Work** = \$31,320

1. Balanced - Original Fee (as of April 22, 2011) - Less = (\$17,661)

**COST (Estimate): To Complete (Adjustment to Contract):** = **\$13,659**

Prepared by: Tony Ogbeide, Principal

*Tony Ogbeide*  
4/22/11

CC: John Esposito, Project Manager



# ANTHONIO Inc.

(F.K.A, ANTHONY OGBEIDE ASSOCIATES, INC.)  
333 HEGENBERGER ROAD, SUITE 304, OAKLAND, CA 94621  
Tel: (510) 886 - 1242 Fax: (510) 886 - 1243: Cell: (510) 798 - 4202

**NOTE:** (Excluded from the estimate above)

1. Inspection during Punchlist period.
2. Overtime during this time period above.

**REASONS FOR AMENDMENT:**

1. **Over Time work** directed by the District last Summer 2010 required the Inspector to be on job site throughout the period. The Contractor was worked after hours and weekend in August 2010 to complete the scope of work before the start of Fall classes. The Over Time work included: Flooring, Epoxy Flooring, Terrazzo, Electrical and Plumbing.
2. **T & M work:** In September and October 2010, the Contractor was directed by the District to perform some extra work which required the ~~present~~ of the Inspector to monitor the work and sign the T & M tags.

*presence*



OAKLAND UNIFIED  
SCHOOL DISTRICT  
expect success

DIVISION OF FACILITIES PLANNING  
AND MANAGEMENT DEPARTMENT  
955 High Street  
Oakland, California 94601  
(510) 879-8385  
Fax (510) 879-1860

July 20, 2011

Anthony Ogbeide  
Anthonio, Inc.  
333 Hegenberger Road, Suite 304  
Oakland, CA 94621

Dear Mr. Ogbeide:

Please find enclosed a fully executed original of the Amendment No. 1 dated June 10, 2010 for Montera MS Modernization Project No. 3034 in the amount of \$13, 659.00.

Please call me at 510-879-3664 if you have any questions.

Sincerely,

Susie Butler-Berkley  
Contract Analyst

Enclosure(s) as stated

/smb





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2012

PRODUCER (415) 978-3800 FAX: (415) 978-3825  
 Calender-Robinson Company, Inc.  
 FB0267063  
 300 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	NAIC #
INSURER A: Sentinel Insurance Co., LTD	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	57SBAZE4574	10/7/2011	10/7/2012	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					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: Montera Middle School. Job: Seismic Retrofit  
 Oakland Unified School District and its directors, officers, employees, agents, & representatives are named as additional insureds as per the attached endorsement  
 10 Day notice of cancellation applies for non-payment of premium

**CERTIFICATE HOLDER**

Oakland Unified School District  
 Attn: Ms. Susie Berkley  
 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

**APOLICY NUMBER: 57SBAZE4574**

**COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ---- DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

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

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

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



## AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Montera Middle School Modernization	<b>Site</b>	Montera Middle School
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### Basic Directions

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

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

<b>Contractor Name</b>	Anthonio, Inc.	<b>Agency's Contact</b>	Anthony Ogbeide		
<b>OUSD Vendor ID #</b>	V054447	<b>Title</b>	Inspector of Record		
<b>Street Address</b>	333 Hegenberger Road, Suite 304	<b>City</b>	Oakland	<b>State</b>	CA
<b>Telephone</b>	510-798-4202	<b>Zip</b>	94621	<b>Policy Expires</b>	
<b>Contractor History</b>	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		
<b>OUSD Project #</b>	03034				

### Term

<b>Date Work Will Begin</b>	6-10-2010	<b>Date Work Will End By</b> <small>(not more than 5 years from start date)</small>	9-18-2012
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### Compensation

<b>Total Contract Amount</b>	\$	<b>Total Contract Not To Exceed</b>	\$176,349.00
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Changed Amount</b>	\$ 19,140.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Fund #	Resource Name	Org Key	Object Code	Amount
9299,9399,94 99,9599,9699	Measure B	2119901814	6235	\$19,140.00

### 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.

	<b>Division Head</b>	Charles Love	<b>Phone</b>	510-535-7081	<b>Fax</b>	510-535-7082
1.	<b>Capital Program Contract &amp; Accounting Manager</b>					
	<b>Signature</b>		<b>Date Approved</b>	7-27-12		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>	8-6-12		
3.	<b>Associate Superintendent, Facilities Planning and Management</b>					
	<b>Signature</b>		<b>Date Approved</b>			
4.	<b>President, Board of Education</b>					
	<b>Signature</b>		<b>Date Approved</b>			