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File ID Number	22-0297
Introduction Date	3-9-2022
Enactment Number	22-0435
Enactment Date	3/9/2022 er



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date March 9, 2022

Subject Amendment No. 1, Agreement for Special Inspection Services for Construction – Anthonio, Inc. – Markham Elementary School Playmatting & Accessibility Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1, Agreement for Special Inspection Services for Construction by and between the District and Anthonio, Inc., Oakland, CA, for the latter to provide continued inspection services because a number of manufacturers were not able to produce products to meet the original schedule for the Markham Elementary School Playmatting & Accessibility Project, in an additional amount of **\$21,000.00**, increasing the Agreement’s not-to-exceed amount for basic services from **\$36,100.00** to **\$57,100.00**, and extending the term of the Agreement from **December 31, 2021** to **June 30, 2022**, (**an additional 181 calendar days**), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for continued inspection services and one hundred eighty-one (181) calendar days’ extension to the term date.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No.1, Agreement for Special Inspection Services for Construction by and between the District and Anthonio, Inc., Oakland, CA, for the latter to provide continued inspection services because a number of manufacturers were not able to produce products to meet the original schedule for the Markham Elementary School Playmatting & Accessibility Project, in an additional amount of **\$21,000.00**, increasing the Agreement’s not-to-exceed amount for basic services from **\$36,100.00** to **\$57,100.00**, and extending the term of the Agreement from **December 31, 2021** to **June 30, 2022**, (**an additional 181 calendar days**), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

AMENDMENT NO. 1

AGREEMENT FOR SPECIAL INSPECTION SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **September 9, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Markham Elementary School Playmatting & Accessibility Project** as follows and in the attached Exhibit A:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
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.			
2.	Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional <u>One Hundred Eighty-One days (181)</u> , and the amended expiration date is <u>June 30, 2022</u> . The current end date is <u>December 31, 2021</u> .			
3.	Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The not-to-exceed contract price is			
<input checked="" type="checkbox"/> Increased by: <u>Twenty-One Thousand Dollars No/100 (\$21,000.00)</u> .			
<input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).			
Prior to this amendment, the not-to-exceed contract price for Basic Services was <u>Thirty-six Thousand, One Hundred Dollars No/100(\$36,100.00)</u> and after this amendment, the not-to-exceed contract price for Basic Services will be: <u>Fifty-Seven Thousand One Hundred Dollars No/100 (\$57,100.00)</u> .			

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

5. **Amendment History:**

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

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

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

Amendment No. 1 – Antonio, Inc. – Markham Elementary School Playmatting & Accessibility Project - \$21,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

G.S.D. Yee

Gary Yee, President,
Board of Education

3/10/2022

Date

K.J. Trammell

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

3/10/2022

Date

Tadashi Nakadegawa

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

2/11/2022

Date

Approval as to form:

Arne Sandberg

Arne Sandberg [name]

2/9/22

Date

General Counsel, Facilities, Planning and Management

CONTRACTOR

Tongbeide

2/9/2022

Contractor Signature

Date

Tony Ogbeide, Principal

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

1. Detailed Description of Services to be provided: Amendment is for time extension and continued inspection services because a number of manufacturers were not able to produce product to meet the original schedule, as described in the Proposal dated January 19, 2022, attached to this Amendment as a part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

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



333 Hegenberger Road, Suite 206, OAKLAND, CA 94621
Tel: (510) 798 - 4202 Fax: (510) 886 - 1243:

**AMENDMENT #1
FOR
INSPECTION SERVICES**

CLIENT: THE TRUST FOR PUBLIC LAND/Oakland Unified School District (OUSD)
PROJECT NAME: MARKHAM ES – LIVING SCHOOLYARD PROJECT
CLIENT PROJECT #: 19140
PTN #: 61259- 406
DSA APPLICATION #.: 01-119068 **FILE #:** 1-29
LOCATION: MARKHAM SCHOOL, Oakland, CA
SERVICES: Inspection Services for all Construction Activities.

Estimated COST (Not-To-Exceed): **\$21,000**

PROPOSAL DETAILS

Due to COVID-19, number of manufactures were not able to produce product to meet the original schedule for this Project. As a result, the project completion is extended by 181 days based on Contractor’s schedule.

Hourly Rate – = \$105/hr. (Fully-Loaded Rate) effective January 1 2022
Duration to Complete Construction (Estimate) = 10 weeks (Based on Contractor’s Schedule)
Proposed Additional Cost = 20 hrs./week @ \$105 @ 10 Weeks =\$21,000
(Including Close-Out and Punchlist)

Estimated Cost: Not-To-Exceed: = \$21,000

Prepared by: Tony Ogbeide, Principal 1/19/2022

Cc: Lee Sims, Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2021

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

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

PRODUCER Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill CA 94523 License#: 0K07568 ANTHINC-01	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 E-MAIL ADDRESS: Certificates@pdins.com	FAX (A/C, No): 925-686-6118													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B : State Compensation Insurance Fund of California</td> <td>35076</td> </tr> <tr> <td>INSURER C : Lloyd's</td> <td>524210</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Company	24082	INSURER B : State Compensation Insurance Fund of California	35076	INSURER C : Lloyd's	524210	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1753237181

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		BKS56027948	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			BAS56027948	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9147386-21	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			PSK0035354516	11/29/2021	11/29/2022	Limit \$2,000,000

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

Re: Oakland Unified School District (OUSD) - DISTRICT WIDE.

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG8810 04-13; Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives.

CERTIFICATE HOLDER**CANCELLATION**

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

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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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Markham Elementary School Playmatting & Accessibility Project	Site	138
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Basic Directions

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

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

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede		
OUSD Vendor ID #	0000453	Title	Project Manager		
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA
Telephone	510-798-4202	Zip	94621	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19140				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	9-9-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2022

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$21,000.00
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
9350/9826	Fund 21, Measure J	210-9350-0-9826-8500-6235-138-9180-9905-9999-19140	6235	\$21,000.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	Date Approved	2/10/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	2/9/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	2/11/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	21-1799
Introduction Date	9-8-2021
Enactment Number	21-1443
Enactment Date	9/8/2021 lf



Memo

To Board of Education

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

Board Meeting Date September 8, 2021

Subject Agreement for Special Inspection Services for Construction – Anthonio, Inc. – Markham Elementary School Playmatting & Accessibility Project - Division of Facilities Planning and Management

Action Requested Ratification by the Board of Education of Agreement for Special Inspection Services for Construction between the District and Anthonio, Inc., Oakland, California, for the latter to provide Inspections Services for the demolition of existing asphalt, concrete flatwork and posts for basketball & tetherball in play area of the school site, for the Markham Elementary School Playmatting & Accessibility Project, in the amount of **\$36,100.00**, as the selected consultant, with work scheduled to commence on **July 19, 2021**, and scheduled to last until **December 31, 2021**.

Discussion Consultant was selected without competitive bidding of specially trained services. (Public Contract Code §20111(d), and Government Code §53060.) The Deputy Chief signed the contract on July 19, 2021, pursuant to delegated authority, thus requiring Board ratification. (BP 3312.)

LBP (Local Business Participation Percentage) 100.00%

Recommendation Ratification by the Board of Education of Agreement for Special Inspection Services for Construction between the District and Anthonio, Inc., Oakland, California, for the latter to provide Inspections Services for the demolition of existing asphalt, concrete flatwork and posts for basketball & tetherball in play area of the school site, for the Markham Elementary School Playmatting & Accessibility Project, in the amount of **\$36,100.00**, as the selected consultant, with work scheduled to commence on **July 19, 2021**, and scheduled to last until **December 31, 2021**.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1799

Department: Facilities Planning & Management

Vendor Name: Antonio, Inc.

Project Name: Markham Elementary School Playmatting & Accessibility Project

Project No.: 19140

Contract Term: Intended Start: 7-19-2021

Intended End: 12-31-2021

Total Cost Over Contract Term: \$36,100.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

Antonio, Inc. will provide Inspections Services for the demolition of existing asphalt, concrete flatwork, and posts for basketball & tetherball in play area at the Markham Elementary School.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

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

Purchasing Contract:

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

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

Maintenance Contract:

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

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

The Consultant will provide specially trained inspection services.

AGREEMENT FOR SPECIAL INSPECTION SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services (“Agreement”) is made and entered effective **July 19, 2021**, by and between the **Oakland Unified School District** (“District”) and **Antonio, Inc.** (“Inspector”), with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a **Playmatting & Accessibility** project at **Markham Elementary School** (“the Project”), which requires ongoing inspection.

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

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

The Parties therefore agree as follows:

1. **Inspection Services.** Inspector agrees to provide the special inspection services described in this Agreement (“Basic Services”) in a professional and competent manner and in accordance with the terms of this Agreement. Inspector may only provide other services (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Term of Agreement and Payment.** The Project is expected to be complete as of **December 31, 2021**, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Basic and Additional Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector’s original signature on all copies. Inspector’s failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Basic and Additional Services.

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

Agreement for Special Inspection Services for Construction – Antonio, Inc. – Markham Elementary School Playmatting & Accessibility Project - \$36,100.00
{SR565564}

4. **Duties and Conduct of the Inspector.** The Inspector shall provide competent and adequate inspection of the following portions of the Project being performed by the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project (“Contractor”): Anthonio, Inc. will provide Inspection Services for the demolition of existing asphalt, concrete flatwork and posts for basketball & tetherball in play area of the school site.

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

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

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

7. **Indemnity.** Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action

and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Inspector's performance of or failure to perform any of the duties contemplated by this Agreement or for any tax liability arising out of this Agreement.

8. **Taxes.** Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.

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

a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;

c. Claims for damages because of bodily injury or death of any person;

d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

Comprehensive General Liability

Personal Injury:

\$2,000,000.00 Each Occurrence

\$4,000,000.00 Aggregate

Property Damage:

\$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Agreement for Special Inspection Services for Construction – Anthonio, Inc. – Markham Elementary School Playmatting & Accessibilitiy Project - \$36,100.00
{SR565564}

Comprehensive Automobile Liability

Bodily Injury:

\$2,000,000.00 Each Person

\$1,000,000.00 Each Occurrence

Property Damage:

\$2,000,000.00 Each Occurrence

Inspector shall also maintain errors and omissions insurance on an occurrence basis with limits of at least Two Million dollars (\$2,000,000.00) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000.00).

10. Termination of Agreement.

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

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

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

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

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

Inspector: Antonio, Inc.
Attn: Tony Ogbiede
333 Hegenberger Road, Suite 304
Oakland, California 94621

District: Oakland Unified School District
Attn: Tadashi Nakadegawa, Deputy Chief
955 High Street
Oakland, California 94601

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

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

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

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

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

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

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

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

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

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the

Agreement for Special Inspection Services for Construction – Anthonio, Inc. – Markham Elementary
School Playmatting & Accessibilitiy Project - \$36,100.00
{SR565564}

Inspector and the District and their respective successors and assigns.

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

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

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

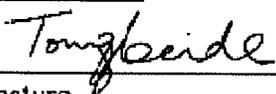
26. The following forms, attached to the proposal, are incorporated into the contract:

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

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

INSPECTOR:

Antonio, Inc.

	7/15/2021
Signature	Date

Tony Ogbeide, Principal	7/15/2021
Name & Title	Date

Agreement for Special Inspection Services for Construction – Antonio, Inc. – Markham Elementary School Playmatting & Accessibility Project - \$36,100.00
{SR565564}

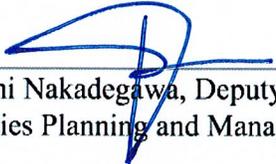
OAKLAND UNIFIED SCHOOL DISTRICT



Shanthy Gonzales, President, Board of Education 9/9/2021
Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education 9/9/2021
Date



Tadashi Nakadegawa, Deputy Chief
Facilities Planning and Management 7/1/21
Date

Approved As To Form:


OUSD Facilities Legal Counsel 7/20/21
Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated **\$95** per hour, and for time in excess of 8 hours per day, or time on weekends, Inspector shall be compensated \$127.50 per hour.

For Basic Services, Inspector's total compensation shall not exceed **THIRTY-SIX THOUSAND AND ONE HUNDRED DOLLARS AND NO/100 (\$36,100.00)**, which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its February 22, 2021, fee estimate. If delays in completion of the Project occur that are not caused by wrongful conduct by Inspector, including but not limited to Inspector's breaches of contract or deficient performance of Basic or Additional Services, then Inspector shall be entitled to an amendment to the Agreement that increases the not-to-exceed amounts for Basic Services during the additional time of the Project.

For Additional Services, Inspector's total contingency compensation shall not exceed **ZERO DOLLARS AND NO/100 (\$0)**.

The total price under this Agreement for Basic and Additional Services shall not exceed **THIRTY-SIX THOUSAND AND ONE HUNDRED DOLLARS AND NO/100 (\$36,100.00)**.

Inspector shall perform all services required by this Agreement even if no more compensation is possible due to total compensation having reached the not-to-exceed amount.



333 Hegenberger Road, Suite 206, OAKLAND, CA 94621
Tel: (510) 798 - 4202 Fax: (510) 886 - 1243:

PROPOSAL FOR INSPECTION SERVICES

CLIENT: THE TRUST FOR PUBLIC LAND/Oakland Unified School District (OUSD)
PROJECT NAME: MARKHAM ES – LIVING SCHOOLYARD PROJECT
CLIENT PROJECT #: 19140
PTN #: 61259- 406
DSA APPLICATION #.: 01-119068 **FILE #:** 1-29
LOCATION: MARKHAM SCHOOL, Oakland, CA
SERVICES: Inspection Services for all Construction Activities.

COST (Estimate to Perform Inspection work):

\$36,100

PROPOSAL DETAILS

Hourly Rate – = \$95/hr. (Fully-Loaded Rate)
Duration of Project (Estimate) = 120 days (or 380 Hours) based on District Schedule
Daily Schedule of Work: =4 hrs./day
Total Cost Estimate for Inspection = 380 hours @ \$95/hr. = \$36,100

NOTES:

- 1. Russell Strong will be proposed Project Inspector.
- 2. Premium Time (Overtime): Hours over 8 hrs./day and Weekend work at \$127.50/hr. Rate.

PROJECT SCOPE (CONSTRUCTION):

PROJECT GENERALLY INCLUDES, BUT IS NOT LIMITED TO: - DEMOLITION OF EXISTING ASPHALT, CONCRETE FLATWORK, AND POSTS FOR BASKETBALL AND TETHERBALL IN EXISTING PLAY AREA OF SCHOOL - PROTECTION OF EXISTING CHAIN LINK FENCE AND SCHOOL GARDEN FENCE. - REMOVAL OF TWO STORM DRAINS; CONSTRUCTION OF THREE NEW STORM DRAINS, NEW DRAIN PIPE AND PERFORATED PIPE TO CONNECT TO THE EXISTING SYSTEM; AND INSTALLATION OF DOMES TO EXISTING STORM DRAIN INLETS. - IMPORT FILL MATERIAL TO CREATE SMALL TOPOGRAPHIC FEATURES AND IMPORT TOPSOIL FOR PLANTING AREAS. - NEW TURF FIELD, NO-MOW TURF, SHRUB PLANTING AREAS, AND TREES. - ADDITIONAL LIVING SCHOOLYARD IMPROVEMENTS, INCLUDING WALKWAYS AND PLAY AREAS WITH ENGINEERED WOOD FIBER, OUTDOOR CLASSROOM, LOGS INSTALLED IN PATTERNS, LOGS USED FOR RETAINING AND SEATING, RAIL FENCING, WOOD BENCHES AROUND TREES, AND WOOD PLANTER BOXES. - PRE-FABRICATED PRODUCTS, INCLUDING ONE LARGE PLAYGROUND STRUCTURE, TWO SMALL CLIMBING PIECES, WILLOW FENCING, TRELLIS ARCHWAYS, CONCRETE PICNIC TABLES, AND BENCHES. - RUBBERIZED TILE SYSTEM. IT INCLUDES BARRIER REMOVAL ACTIONS: - NEW ACCESSIBLE PARKING SIGNAGE. - NEW ENTRY RAMP - NEW RAILING AT ENTRY STAIRS - NEW AMBULATORY STALL AT BOYS RESTROOM. - MISCELLANEOUS SIGNAGE

Prepared by: Tony Ogbeide, Principal 2/22/2021

Cc: Lee Sims, Project Manager



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Markham Elementary School Playmatting & Accessibility Project	Site	138
Basic Directions			
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000. <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information

Contractor Name	Antonio Inc.	Agency's Contact	Tony Ogbiede		
OUSD Vendor ID #	V054447	Title	Project Manager		
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA
Telephone	510-798-4202	Zip	94621	Policy Expires	
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	19140				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	7-19-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2021
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 36,100.00	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350/9826	Fund 21, Measure J	210-9350-0-9826-8500-6235-138-9180-9905-9999-99999	6235	\$36,100.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature	Date Approved	7/19/21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only	Date Approved	7/20/21		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	7/19/21		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			