

Board Office Use: Legislative File Info.	
File ID Number	21-0331
Introduction Date	3-10-2021
Enactment Number	21-0419
Enactment Date	3/10/2021 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 10, 2021

Subject Amendment No. 4, Independent Consultant Agreement – Anthonio, Inc. – Glenview Elementary School New Construction Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 4 to the Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, for the Glenview Elementary School New Construction Project, extending time only of Agreement by 365 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020, and last until December 31, 2021, pursuant to the Amendment.

Discussion This Amendment is for three hundred sixty-five (365) calendar days' time extension. No change to scope of work or price.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 4 to the Independent Consultant Agreement between the District and Anthonio, Inc., Oakland, CA, for the Glenview Elementary School New Construction Project, extending time only of Agreement by 365 additional calendar days, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 31, 2020, and last until December 31, 2021, pursuant to the Amendment.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 4
- Insurance Certificate

AMENDMENT NO. 4 TO AN INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Antonio, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **May 27, 2015** ("Agreement"), and the parties agree to amend the Agreement for the **Glenview Elementary School New Construction Project** as follows:

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. The CONTRACTOR agrees to provide the following amended services: No Change to Scope of work.
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>Three Hundred Sixty-five days (365)</u> , and the amended expiration date is <u>December 31, 2021</u> . The Current end date is December 31, 2020.
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is <input type="checkbox"/> Increased by _____. <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____). Prior to this amendment, the contract price was _____, and after this amendment, the contract price will be _____ no/100 (\$0) .

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

5. Amendment History:

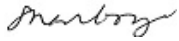
☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Term & Compensation	\$700,000
02	10-23-2019	Compensation	\$62,140.00
03	12-11-2020	Term	

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. 4 – Antonio, Inc. – Glenview New Construction Project - \$0

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales President,
Board of Education

3/11/2021

Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

3/11/2021

Date

Tadashi Nakadegawa, Deputy Chief
Facilities, Planning and Management

2/11/2021

Date

Approval as to form:

2/10/21

Arne Sandberg{name}

Date

General Counsel, Facilities, Planning and Management

CONTRACTOR



2/10/2021

Contractor Signature

Date

Tony Ogbeide, Principal

Print Name, Title

EXHIBIT “A”
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

Detailed Description of Services to be Provided: No change to scope of work. Term extension only.

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

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2020

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		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 FAX (A/C, No): 925-686-6118 E-MAIL ADDRESS: Certificates@pdins.com	
License#: 0K07568 ANTHINC-01		INSURER(S) AFFORDING COVERAGE	
INSURED ANTHONIO, INC. 333 Hegenberger Rd.#206 Oakland CA 94621		INSURER A: Ohio Security Insurance Company	
		INSURER B: State Compensation Ins Fund	
		INSURER C: Lloyd's Syndicate 2623 (Beazley Furlonge Limited)	
		INSURER D:	
		INSURER E:	
INSURER F:		NAIC #	

COVERAGES**CERTIFICATE NUMBER:** 666804890**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	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56027948	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> 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	9147386-20	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			ANE104270420	11/29/2020	11/29/2021	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Oakland Unified School District (OUSD) - DISTRICT WIDE.

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability
Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG 88 10 04 13.
Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives

CERTIFICATE HOLDER**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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview New Construction Project	Site	119
--------------	-----------------------------------	------	-----

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
----------------------	---

Contractor Information

Contractor Name	Antonio Inc.	Agency's Contact		Tony Ogbeide				
OUSD Vendor ID #	000453	Title		Owner				
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA	Zip	94621	
Telephone	510-798-4202	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	13134							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-27-2015	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)	12-31-2021

Compensation/Revised Compensation

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

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650	Fund 21, Measure J	210-9650-0-9570-8500-6235-119-9180-9905-9999-99999	6235	\$0

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Acting Director, Facilities Planning and Management				
	Signature 	Date Approved	2/11/2021		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  Lozano Smith, as to form only	Date Approved	2/10/21		
	Deputy Chief, Facilities Planning and Management				
3.	Signature 	Date Approved	2/11/2021		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	19-2393
Introduction Date	12-11-2019
Enactment Number	19-1785
Enactment Date	12/11/19 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 11, 2019

Subject Amendment No. 3, of Contract with Anthonio, Inc., for Inspector of Record ("IOR") Inspection Services - Glenview New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 3 to the Contract for IOR Inspection Services with Anthonio, Inc., Oakland CA, for the latter to provide additional time extension only, no change to scope of work, for the Glenview New Construction Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said IOR with the added work schedule to commence on January 30, 2020, and schedule to last until December 31, 2020, pursuant to the Amendment. The revised term end date is December 31, 2020.

Discussion This Amendment is for time extension only. No change to scope of work.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3 to the Contract for IOR Inspection Services with Anthonio, Inc., Oakland CA, for the latter to provide additional time extension only, no change to scope of work, for the Glenview New Construction Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said IOR with the added work schedule to commence on January 30, 2020, and schedule to last until December 31, 2020, pursuant to the Amendment. The revised term end date is December 31, 2020.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 3
- Insurance Certificate



AMENDMENT NO. 3,

**INDEPENDENT CONSULTANT
AGREEMENT FOR PROFESSIONAL
SERVICES**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Antonio, Inc. OUSD entered into an agreement with CONTRACTOR for services on **May 27, 2015** ("Agreement"), and the parties agree to amend the Agreement for the **Glenview Elementary School New Construction Project** as follows:

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. The CONTRACTOR agrees to provide the following amended services: No Change to Scope of work.		
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>Three Hundred Thirty-six days (336)</u> and the amended expiration date is <u>December 31, 2020</u> .		
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> . <input type="checkbox"/> The contract price has <u>changed</u> .	
If the compensation is changed: The contract price is <input type="checkbox"/> Increased by _____ <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).		
Prior to this amendment, the contract price was _____, and after this amendment, the contract price will be _____ no/100 (\$0) .		

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

5. Amendment History:

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	3-28-2018	Term & Compensation	\$700,000
02	10-23-2019	Compensation	\$62,140.00

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. 3 – Anthonio, Inc. – Glenview New Construction Project - \$0

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng
Aimee Eng, President,
Board of Education
12/12/19
Date

Kyla Johnson-Trammell
Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education
12/12/19
Date

Timothy White
Timothy White, Deputy Chief
Facilities, Planning and Management
11/12/19
Date

Approval as to form:

Anne Sandberg
Anne Sandberg
(name)
General Counsel, Facilities, Planning and Management
11/18/19
Date

CONTRACTOR

Tony Ogbeide
Contractor Signature
11/8/2019
Date

TONY OGBEIDE, Principal
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

Detailed Description of Services to be Provided: No change to scope of work. Term extension only for the Glenview New Construction Project.

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



ANTHINC-01

NICKB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2019

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 License # 0K07568 Pacific Diversified Insurance Services 363 Civic Dr. Suite 100 Pleasant Hill, CA 94523	CONTACT NAME: PHONE (A/C, No, Ext): (925) 686-2860 FAX (A/C, No): E-MAIL: ADDRESS:														
	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Ohio Security Insurance Company</td><td>24082</td></tr><tr><td>INSURER B: State Compensation Ins Fund</td><td>35076</td></tr><tr><td>INSURER C: Lloyds Of London</td><td>10043</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	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: State Compensation Ins Fund	35076	INSURER C: Lloyds Of London	10043	INSURER D:		INSURER E:		INSURER F:
INSURER	NAIC #														
INSURER A: Ohio Security Insurance Company	24082														
INSURER B: State Compensation Ins Fund	35076														
INSURER C: Lloyds Of London	10043														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED ANTHONIO, INC. 333 Hegenberger Rd., Suite 206 Oakland, CA 94621															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		BKS56027948	4/1/2019	4/1/2020	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 - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56027948	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	9147386-19	7/1/2019	7/1/2020	<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			ANE104270418	11/29/2018	11/29/2019	Limit 1,000,000

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

Re: Oakland Unified School District (OUSD) - District Wide.

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured with Primary Wording and Waiver of Subrogation per attached endorsement CG 88 10 04 13.

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
955 High Street
Oakland, CA 94601

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview Elementary School New Construction Project	Site	119
---------------------	---	-------------	-----

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
-----------------------------	---

Contractor Information

Contractor Name	Antonio, Inc.	Agency's Contact	David Secoda				
OUSD Vendor ID #	000453	Title	Project Manager				
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA	Zip	94621
Telephone	510-798-4202	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13134						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-27-2015	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-30-2020
		New Date of Contract End (If Any)	12-31-2020

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 0.00	If New Contract, Total Contract Price (Not To Exceed)	\$0.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9570	Fund 21, Measure J	210-9650-0-9570-8500-6235-119-9180-9905-9999-99999	6235	\$0.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	11/12/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	11/18/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	11/14/19		
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	19-1760
Introduction Date	10-10-2019
Enactment Number	19-1570
Enactment Date	10/23/19 os



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date 10-23-2019

Subject Amendment No. 2, of Contract with Anthonio, Inc., for Inspector of Record ("IOR") Inspection Services for the Glenview New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 2, of Contract for IOR Inspection Services with Anthonio, Inc., Oakland CA, for the Glenview New Construction Project in an additional amount of \$62,140.00, and authorizing the President and Secretary of the Board to sign the Amendment for same with said IOR with the added work schedule to commence on October 24, 2019, and schedule to last until January 30, 2020 pursuant to the Amendment. The revised contract price is \$1,187,180.00.

Discussion The scope of work of Amendment includes Inspector of Record Services for special onsite inspections of the installation of new windows at site.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 2, of Contract for IOR Inspection Services with Anthonio, Inc., Oakland, California, for the Glenview New Construction Project which consists of Inspector of Record Services for installation of new windows, in the amount of an additional \$62,140.00, as the selected IOR, and authorizing the President and Secretary of the Board to sign the Amendment for same with said IOR with the added work schedule to commence on October 24, 2019, and schedule to last until January 30, 2020 pursuant to the Amendment. The revised contract price is \$1,187,180.00.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 2
- Proposal
- Insurance Certificate

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 10/24/19
Aimee Eng, President,
Board of Education Date
TJ White 10/24/19
Kyla Johnson-Trammell, Superintendent Date
Secretary, Board of Education
TJ White 1/3/19
Timothy White, Deputy Chief Date
Facilities, Planning and Management

CONTRACTOR

ANTHONIO, INC.

Tony Ogbeide 8/15/2019
Contractor Signature Date
TONY OGBEIDE, Principal

Print Name, Title

Approval as to form:

Aimee Smith 9/3/19
Aimee Smith, General Counsel Date
Facilities, Planning and Management

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

1. **Detailed Description of Services to be Provided:** On site Inspector of Records for the installation of new windows.
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 Rd, Suite 206
OAKLAND, CA 94621
Phone 510-798 4202
Fax 510-886-1243

May 31, 2019

Oakland Unified School District (OUSD)
Attn: William Newby
955 High St, Oakland, CA 94601

Subject: Special Inspector - New Windows Installation at GLENVIEW ES

Dear Mr. Newby,

We are sending this proposal per your request for the on-site Special Inspector for the New windows installation at Glenview Elementary School Project.

Mr. Derek Marshall will be proposed Inspector for this job.
Our hourly rate will be \$119.50 per hour.
Inspection rate for after 40 Hours in any given week, weekends and hours between 6:00 p.m. and 6:00 a.m. are at Time & Half per hourly Rate
Holidays the rate will be at Double the Hourly rate.

We anticipate the start of inspection work to start on May 28, 2019 through July 31, 2019.

Our Inspector will perform a full time inspection throughout the above period.

The estimated daily schedule based on the District schedule (65 calendar days or 520 hours (8 Hr./day X 65 days).

Approximately 520 Hours at \$119.50/hr. = \$62,140.00

Estimated Proposal for Inspection = \$62,140.00

Our inspection services does not include any window defect or workmanship defects for installation.

We again are looking forward to working with you & the team at OUSD.

Sincerely,

Tony Ogbeide
Principal
ANTHONIO, INC.

Tony Ogbeide 5/31/2019



ANTHINC-01

NICKB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2019

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 License # 0K07585 Pacific Diversified Insurance Services 353 Chivo Dr. Suite 100 Pleasant Hill, CA 94523	CONTACT NAME: PHONE (A/C, No. Ext): (925) 686-2860 FAX (A/C, No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: State Compensation Ins Fund INSURER C: Lloyd's Of London INSURER D: INSURER E: INSURER F:	NAIC # 24082 35076 10043
INSURED ANTHONIO, INC. 333 Hegenberger Rd., Suite 206 Oakland, CA 94621		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD. NO.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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: POLICY: <input type="checkbox"/> PRO: <input type="checkbox"/> JECT: <input checked="" type="checkbox"/> LOC: <input type="checkbox"/> OTHER: <input type="checkbox"/>	X	BKS56027949	4/1/2018	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BAS56027948	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0147386-19	7/1/2018	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER S.L. EACH ACCIDENT \$ 1,000,000 S.L. DISEASE - EA EMPLOYEE \$ 1,000,000 S.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions		ANE104270415	11/29/2018	11/29/2019	Limit \$ 1,000,000

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

Re: Oakland Unified School District (OUSD) - District Wide.

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured with Primary Working and Waiver of Subrogation per attached endorsement CG 88 10 04 13.

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

CERTIFICATE HOLDER

Oakland Unified School District
855 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



OAKLAND UNIFIED
SCHOOL DISTRICT
Ensuring a bright future for every child

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Glenview New Construction Project	Site	119
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		

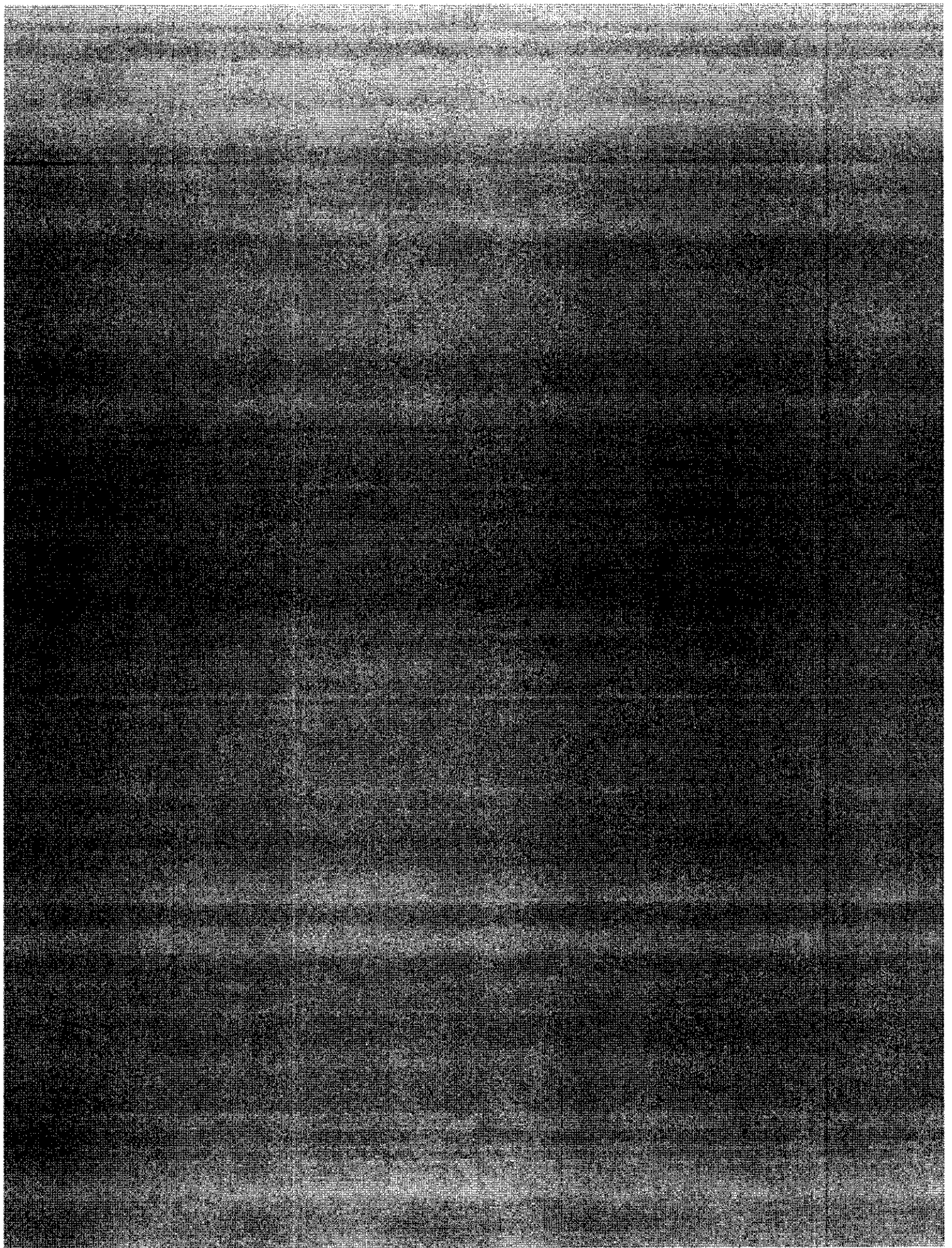
Contractor Information							
Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbeide				
OUSD Vendor ID #	000453	Title	Owner				
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA	Zip	94621
Telephone	510-798-4202	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No						
OUSD Project #	13134						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	5-27-2015	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	1-30-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 62,140.00
Other Expenses		Requisition Number	

Budget Information				
Resource #	Funding Source	Org Key	Object Code	Amount
9450/9570	Fund 21, Measure J	210-9450-0-9570-8500-6235-119-9180-9905-9999-99999	6235	\$62,140.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved 11/19		
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved 9/3/11		
3.	Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved 9/3		
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		



Board Office Use: Legislative File Info.	
File ID Number	18-0544
Introduction Date	3-28-2018
Enactment Number	180529
Enactment Date	3/28/18 02



OAKLAND UNIFIED
SCHOOL DISTRICT
Community Schools. Thriving Students

Memo

To Board of Education *RF*
From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
 Roland Broach, Interim Deputy Chief, Facilities Planning and Management
 Marion McWilliams, General Counsel
Board Meeting Date March 28, 2018
Subject Amendment No. 1 Independent Consultant Agreement for Professional Services -Anthonio, Inc. - Glenview New Construction Project

Action Requested Approval by the Board of Education of Amendment No. 1, for an Independent Agreement for Professional Services between the District and Anthonio, Inc., Oakland, CA, for the latter to provide additional inspection services based on the Increment 3 schedule, in conjunction with the Glenview New Construction Project, extending Agreement term from December 31, 2018 through January 30, 2020 for performance of services specified in the scope of work in an amount of \$700,000 increasing the previous contract amount from \$425,040.00 to a not-to-exceed amount of \$1,125,040.00. All remaining portions of the agreement shall remain in full force and effect.

*Agreement approved May 27, 2015; File No. 15-0859; Enactment No. 15-0688

Discussion The end date of original contract needed to extend 13 months, due to construction schedule changes.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 1, for an Independent Agreement for Professional Services between the District and Anthonio, Inc., Oakland, CA, for the latter to provide additional inspection services based on the Increment 3 schedule, in conjunction with the Glenview New Construction Project, extending Agreement term from December 31, 2018 through January 30, 2020 for performance of services specified in the scope of work in an amount of \$700,000 increasing the previous contract amount from \$425,040.00 to a not-to-exceed amount of \$1,125,040.00. All remaining portions of the agreement shall remain in full force and effect.

*Agreement approved May 27, 2015; File No. 15-0859; Enactment No. 15-0688

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☒ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Anthony, Inc. OUSD entered into an Agreement with CONTRACTOR for services on May 27, 2015 and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope reflects a revised target completion date based on the Increment 3 schedule.</u>
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>13 months</u> and the amended expiration date is <u>January 30, 2020</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 contract price is <input checked="" type="checkbox"/> increase of <u>\$700,000</u> to the original contract amount <input type="checkbox"/> Decrease of \$_____ to original contract amount and the contract total is <u>One million, one hundred twenty-five thousand, forty dollars. (\$1,125,040.00)</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.

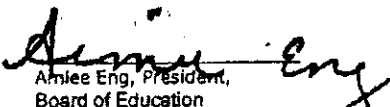
5. Amendment History:

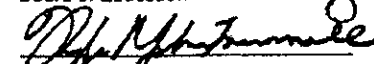
☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

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

6. Approval: This 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.

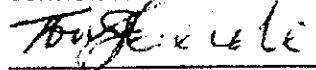
OAKLAND UNIFIED SCHOOL DISTRICT

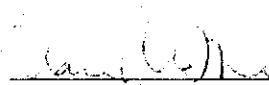

 Amilee Eng, President,
 Board of Education
 Date 3/29/18


 Kyla Johnson-Frammell, Superintendent
 Secretary, Board of Education
 Date 3/29/18


 Roland Broach, Interim Deputy Chief
 Facilities, Planning and Management
 Date 3-7-18

CONTRACTOR


 Contractor Signature
 Date 3/6/2018
 TONY OGBEIDE, Principal
 Print Name, Title


Marion McWilliams,
General Counsel, Facilities, Planning and Management

7/7/18
Date

EXHIBIT "A" Scope of Work

Contractor Name: Anthonio, Inc.

Billing Rate: \$700,000.00

1. Description of Services to be Provided

The scope of work reflects a revised target completion date based on the Increment 3 schedule.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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


Cesar Monterrosa
Director of Facilities Planning & Management



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

AMENDMENT #1 FOR INSPECTION SERVICES

CLIENT: Oakland Unified School District (OUSD)
PROJECT NAME: Glenview Elem. School - New Buildings Project
PROJECT NO.:
DSA APPLICATION #.: 01-115453
FILE No.: 1-29
LOCATION: GLENVIEW ELEMENTARY SCHOOL
4215 La Cresta Avenue
Oakland, CA 94602
SERVICES: Inspection Services for all Construction Activities & DSA Requirements.

COST to Perform Inspection at Not-To Exceed:
(From Oct. 27, 2017 to Dec. 27, 2019)

\$767,950

700,000 wN
2/12/18

PROPOSAL DETAILS

Duration of Project (Estimate) = 26 months Schedule (10/27/2017 to 12/27/2019 per District)
Daily Schedule of Work: = 8 hrs./day (Heavy Construction)
Sub - Total Hours = 4,480 Hours (8hrs X 5 days/week X 115 weeks)
Sub=Total Cost (Primary IOR) = \$110/hr. X 4,480 hours = \$492,800
Sub-Total Cost (Asst. IOR) = \$95/hr. X 4,480 hours = \$425,600
Total Cost for both IORs = \$918,400
Closeout = 5% of 4,480 hours (One IOR at 1/2 time/month on project site) = \$24,640
Sub - Total Cost = \$964,040

LESS: Current Balance Budget as of 8/31/2017 = (\$175,090)
Total Cost Estimate for Inspection to Complete Project = **\$767,950**

REIMBURSABLE (Receipts only): NONE

700,000
wN 2/12/18

NOTES:

1. This Amendment #1 is based on the newly Glenview Contract Schedule prepared and negotiated by Cummings, District's Consultant Firm (See attached Schedule).
2. This proposal also covers the Assistant Project Inspector as part of the DSA directive and requirements based on the scope of construction work for this project.
3. The closeout period will only require one IOR on the project site at half time.
4. This proposal exclude travel to off-site fabrication plant.
5. Weekend inspection will be billed at a premium rate of 1.5 X base rate.

Prepared by: Tony Ogbeide, 9/25/2017

Cc: William Newby, Project Manager



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

**PROPOSAL FOR
INSPECTION SERVICES**

CLIENT: Oakland Unified School District (OUSD)
PROJECT NAME: Glenview Elem. School Modernization & Addition Project
PROJECT NO.:
DSA APPLICATION #.: TBD
FILE No.: 1-29
LOCATION: GLENVIEW ELEMENTARY SCHOOL
4215 La Cresta Avenue
Oakland, CA 94602

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

COST (Estimate to Perform Inspection work):

\$425,040

PROPOSAL DETAILS

Hourly Rate – Class 1 = \$105/hr. (Fully-Loaded Rate)
Duration of Project (Estimate) = 20 months Schedule
Daily Schedule of Work: = 8 hrs./day (Heavy Construction)
Sub –Total Hours = 3,520 Hours (8hrs X 5 days X 88 weeks)
Closeout Period (Estimate) = 15% of 3,520 hours
Sub-Total Hours = 528 hours

COST (Estimate):

Heavy Construction (Estimate):	\$105/ Hrs. X 3,520 Hours	= \$369,600
Closeout (Estimate) at 15%:	\$105/Hrs. X 528 Hours	= \$55,440

Total Cost Estimate for Inspection = \$425,040

REIMBURSABLE (Receipts only): NONE

NOTES:

1. Richard Thomsen, Class-1 will be proposed Project Inspector. Mr. Thomsen is experienced Inspector and he is currently the Inspector at \$45 Million New Science Building at Merritt College, Oakland. This project is scheduled for completion in August, 2015.
2. Premium Time (Overtime): Hours over 8 hrs./day and Weekend work at \$157.50/hr. Rate.

Prepared by: Tony Ogbeide, Principal

Cc: William Newby, Project Manager

Tony Ogbeide 3/13/15

OUSD - Glenview Elementary School - Overall Project Schedule

HKIT #10202

2/19/2015

Year 2014											
Year 2015											
Year 2016											
Year 2017											
Year 2018											
PROJECT DEVELOPMENT											
DESIGN / INPUT / REVIEW											
Concept Presented to Board											
Schematic Design - Jan 30											
Design Development - May 22											
50% Construction Docs - Aug 21											
Construction Documents - Nov 2											
DSA/AGENCY REVIEWS											
Submitted - Nov 6											
Review and Backcheck											
CONSTRUCTION											
LEASE/EASE BACK CONTRACT											
Pre-Construction Services/Contract Award											
CONSTRUCTION											
Move-Out											
Hazard											
Removal											
Construction Commissioning/PF&E											
School Move-In											
Move-In Summer 2018											



ANTHINC-01

CHALYCEP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2017

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 License # 0504035
Pacific Diversified Insurance, Inc.
925-686-2860
200 Gregory Lane Bldg A
Pleasant Hill, CA 94523

CONTACT

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ohio Security Insurance Company

24082

INSURER B: State Compensation Ins Fund

35076

INSURER C: Lloyds Of London

10043

INSURER D:

INSURER E:

INSURER F:

INSURED

ANTHONIO, INC.
333 Hegenberger Rd.
Oakland, CA 94621

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	BKS56027948	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ 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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	9147386-17	07/01/2017	07/01/2018	<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		ANE104270417	11/29/2017	11/29/2018	Limit \$ 1,000,000

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

RE: Oakland Unified School District (OUSD) - DISTRICT WIDE

As required by signed written contract: Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives are additional insured with respects to general liability per attached endorsement CG88 10 04 13.

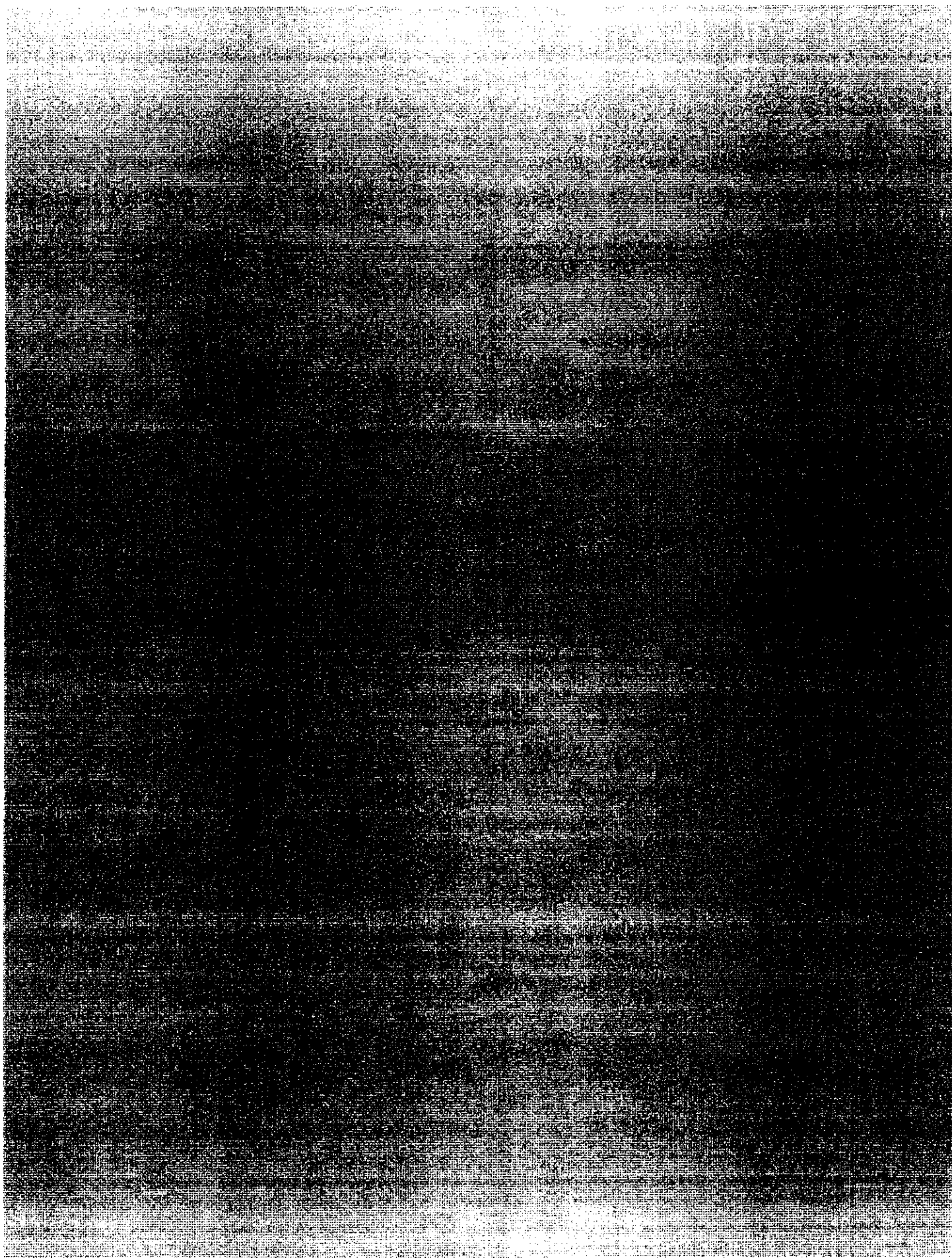
CERTIFICATE HOLDER

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Board Office Use: Legislative File Info.	
File ID Number	15- 0859
Introduction Date	5-27-2015
Enactment Number	15-0688
Enactment Date	5/29/15 ON



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education **MST**
By: Mia Settles-Tidwell, Chief Operations Officer
LJ Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 27, 2015

Subject Independent Consultant Agreement for Professional Services -Anthonio, Inc. - Glenview New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Inspector of Record Services on behalf of the District at the Glenview New Construction Project, in an amount not-to exceed \$425,040.00. The term of this Agreement shall commence on May 27, 2015 and shall conclude no later than December 31, 2018.

Background The scope of the project is to provide Division of State Architect (DSA) Inspector of Record Services.

Discussion All projects that are funded with Bond money must have a Certified IOR on the job.

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Anthonio, Inc. for Inspector of Record Services on behalf of the District at the Glenview New Construction Project, in an amount not-to exceed \$425,040.00. The term of this Agreement shall commence on May 27, 2015 and shall conclude no later than December 31, 2018.

Fiscal Impact Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(Inspector of Record)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 16th day of April, 2015 by and between the **Oakland Unified School District** ("District") and **Antonio, Inc.** ("Consultant"), (individually a "Party" or collectively the "Parties").

WHEREAS, The District is authorized by Section 4529.12 of the California Government Code to contract with and employ any persons for the furnishing of architecture, landscape architecture, engineering, environmental services, land surveying, and construction management through a fair, competitive selection process.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of professional Division of State Architect Inspection service.

- 1.1. The Services shall be performed on the following project(s) / site(s) ("Project")
Glenview New Construction.

- 1.2. The Consultant's Services at any one of the sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each site separately and District shall compensate Consultant for each site separately on a proportionate basis based on the level and scope of Services completed for each site.

2. **Term:** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following:

Commencing May 27, 2015 and concluding no later than December 31, 2018.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Debarment Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four hundred twenty-five thousand, forty dollars and no cents (\$425,040.00)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2. Consultant shall prepare a separate invoice for each site, if Consultant performs Services at more than one site. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows:
- 5.1. NA
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.
7. **Local, Small Local And Small Local Resident Business Enterprise Program (L/SL/SLRBE).** Consultant shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
- In light of the fifty percent (50%) L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
8. **Designated Representatives / Labor Compliance Program.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's Labor Compliance Program. If Consultant employs subcontractor(s), Consultant shall ensure that its contract(s) with its subcontractor(s) include language notifying the subcontractor(s) of the District's Labor Compliance Program, if any.
9. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
10. NA
11. **Performance of Services.**

11.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

11.3. **District Approval.** Work completed pursuant to this Agreement must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

11.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. Audit.

14.1. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

15.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

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

- 15.3.1. material violation of this Agreement by the Consultant; or
- 15.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

17. Insurance.

17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

- 17.1.1. **Commercial General Liability and Automobile Liability Insurance.**
Commercial General Liability Insurance and Any Auto Automobile Liability

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

- 17.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

- 17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

- 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law.
19. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement, including without limitation all licenses required to perform professional engineering services and geotechnical testing services.
22. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
24. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance

therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

- 26. 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.
- 27. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 28. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 29. Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
- 30. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 31. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: Tadasha Nakadegawa
Telephone: (510) 5357038_

If to Contractor:

Anthonio, Inc.
333 Hegenberger Road
Oakland, CA 94621
Attention: Tony Ogbeide
Telephone: (510) 798-4202

With a copy to:

Orbach Huff Suarez & Henderson LLP
1901 Harrison Street, Suite 1630
Oakland, CA 984612
Attention: Catherine G. Boskoff

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 32. 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.
- 33. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 34. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 35. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 36. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 37. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 38. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 39. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 40. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 41. 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.
- 42. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

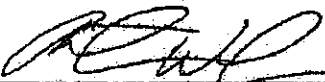
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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

Susie Butler-Berkley 4-20-2015
Susie Butler-Berkley
Contract Analyst

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


OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education
5/28/15
Date

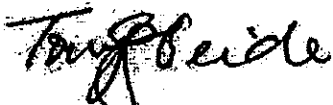

Antwan Wilson, Superintendent & Secretary, Board of Education
5/28/15
Date

Review 
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management
5/1/15
Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel
4.23.15
Date

CONSULTANT


4/17/2015
Date
Title TONY O'GBEIDE, PRINCIPAL

File ID Number: 15-0059
Introduction Date: 5/27/15
Enactment Number: 15-0000
Enactment Date: 5/27/15
By: OA

Information regarding Consultant:

Consultant: ANTHONIO

License No.: —

Address: 333 HEGERBERGER RD
#304, OAKLAND

Telephone: (510) 798-4202

Facsimile: (510) 886-1243

E-Mail: togetide@aaa-inc.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: CA
☐ Limited Liability Company
☐ Other: —

94-3404921

Employer Identification and/or Social Security Number

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- 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.

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 Agreement.

Date:

4/17/2015

Name of Consultant or Company:

ANTHONIO, INC.

Signature:

Tongbeide

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 the District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a

Independent Consultant Agreement (Inspector of Record) - Antonio, Inc. - Glenview New Construction Project
Page 13

representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

4/17/2015

Name of Consultant or Company:

ANTHONIO, INC

Signature:

Tony G. Beide

Print Name and Title:

TONY G. BEIDE, PRINCIPAL

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

I am aware of and hereby certify that neither ANTHONIO [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 17th day of APRIL 2015 for the purposes of submission of this Agreement.

By:

Tony Ogbuide
Signature
TONY OGBUIDE
Typed or Printed Name
PRINCIPAL
Title

EXHIBIT "A"

Inspector of Record Services

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

EXHIBIT A



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

**PROPOSAL FOR
INSPECTION SERVICES**

CLIENT: Oakland Unified School District (OUSD)
PROJECT NAME: Glenview Elem. School Modernization & Addition Project
PROJECT NO.:
DSA APPLICATION #.: TBD
FILE No.: 1-29
LOCATION: GLENVIEW ELEMENTARY SCHOOL
4215 La Cresta Avenue
Oakland, CA 94602
SERVICES: Inspection Services for all Construction Activities & DSA Requirements.

COST (Estimate to Perform Inspection work):

\$425,040

PROPOSAL DETAILS

Hourly Rate - Class 1 = \$105/hr. (Fully-Loaded Rate)
Duration of Project (Estimate) = 20 months Schedule
Daily Schedule of Work: = 8 hrs./day (Heavy Construction)
Sub -Total Hours = 3,520 Hours (8hrs X 5 days X 88 weeks)
Closeout Period (Estimate) = 15% of 3,520 hours
Sub-Total Hours = 528 hours

COST (Estimate):

Heavy Construction (Estimate): \$105/ Hrs. X 3,520 Hours = \$369,600
Closeout (Estimate) at 15%: \$105/Hrs. X 528 Hours = \$55,440

Total Cost Estimate for Inspection = \$425,040

REIMBURSABLE (Receipts only): NONE

NOTES:

1. Richard Thomsen, Class-1 will be proposed Project Inspector. Mr. Thomsen is experienced Inspector and he is currently the Inspector at \$45 Million New Science Building at Merritt College, Oakland. This project is scheduled for completion in August, 2015.
2. Premium Time (Overtime): Hours over 8 hrs./day and Weekend work at \$157.50/hr. Rate.

Prepared by: Tony Ogbeide, Principal

Cc: William Newby, Project Manager

Tony Ogbeide 3/13/15

OUSD - Glenview Elementary School - Overall Project Schedule

HKIT #10202

2/18/2015

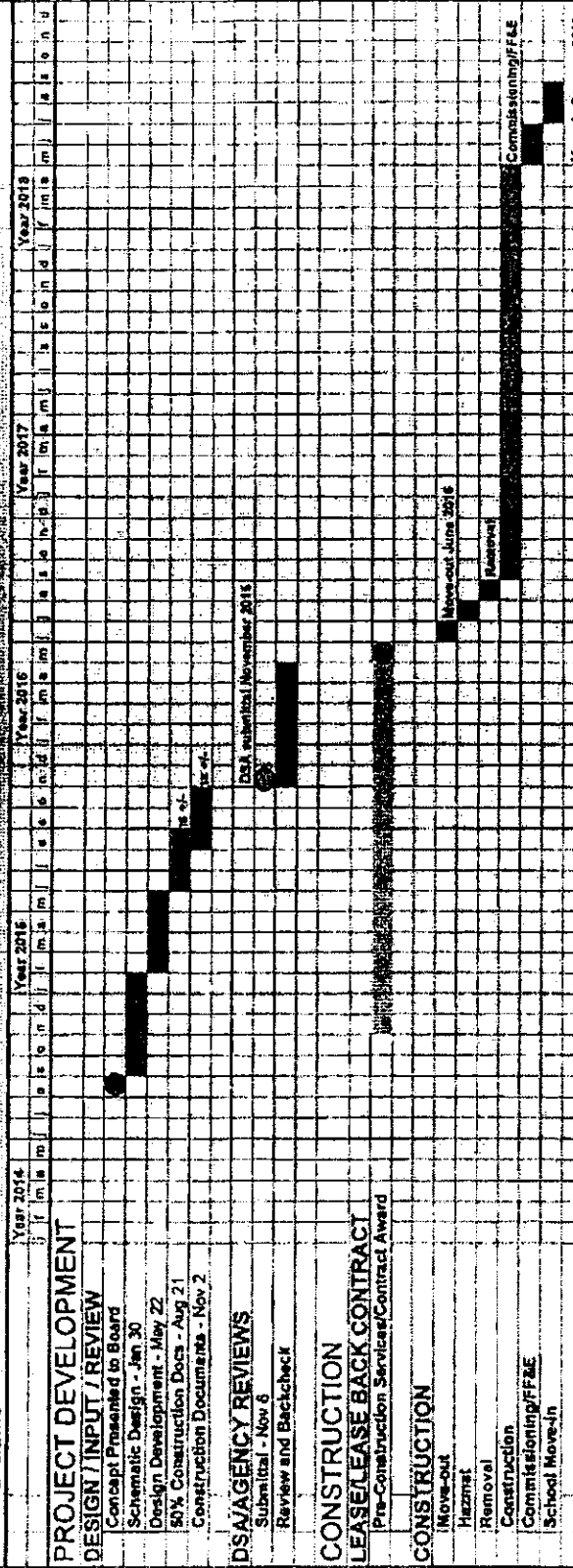


Exhibit "B"
Prices for Services



CERTIFICATE OF LIABILITY INSURANCE

ANTHINC-01 CHALYCEP

DATE (MM/DD/YYYY)

4/20/2015

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

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

PRODUCER Pacific Diversified Insurance, Inc. 200 Gregory Lane Bldg. A Pleasant Hill, CA 94523	CONTACT NAME: PHONE (AC, No. Ext): (925) 686-2860 FAX (AC, No.): (925) 686-8118 E-MAIL: ADDRESS:
INSURED ANTHONIO, INC. 333 Hegenberger Rd. Oakland, CA 94621	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: State Compensation Ins Fund 35076 INSURER C: Lloyds Of London INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	BKS1656027948	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPAGAGE \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Hired AUTOS					COMBINED SINGLE LIMIT (Per accident) 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 RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	186303614	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C Errors & Omissions L		ANE104270414	11/29/2014	11/29/2015	

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

RE: Glenview School

As required by signed written contract: Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives are additional insured with respects to general liability per attached endorsement CG68 10 04 13.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY - ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

2. Paragraph 6. under Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage G - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 5. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



OAKLAND UNIFIED
SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Glennview New Construction	Site	119
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Anthony, Inc.	Agency's Contact	Tony Oppelde				
OUSD Vendor ID #	V054447	Title	Inspector of Record				
Street Address	333 Hegenber Road	City	Oakland	State	CA	Zip	94621
Telephone	510-798-4202	Policy Expires	4-1-2018				
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13134						

Terms			
Date Work Will Begin	5-27-2015	Date Work Will End By (not more than 5 years from start date)	12-31-2018

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$425,040.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
Resources must be identified in accordance with LPP 1.1.1.5, a state law of the State, and Federal Office of Management and Enterprise Services.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6235	\$425,040.00

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.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved		4/21/15
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved		4/23/15
3.	Interim Deputy Chief, Facilities Planning and Management			
	Signature	Date Approved		4/27/15
4.	Chief Operations Officer, Board of Education			
	Signature	Date Approved		5/5/15
5.	President, Board of Education			
	Signature	Date Approved		



OAKLAND UNIFIED
SCHOOL DISTRICT

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview New Construction	Site	119
--------------	---------------------------	------	-----

Basic Directions

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

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

Contractor Information

Contractor Name	Anthony, Inc.	Agency's Contact	Tony Ogbeide				
OUSD Vendor ID #	V054447	Title	Project Manager				
Street Address	333 Hegenberger Road, Suite 304	City	Oakland	State	CA	Zip	94621
Telephone	510-798-4202	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	13134						

Term

Date Work Will Begin	5-27-2015	Date Work Will End By (not more than 5 years from start date)	1-30-2020
----------------------	-----------	--	-----------

Compensation

Total Contract Amount	\$425,040.00	Total Contract Not To Exceed	\$1,125,040.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ \$700,000.00
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
9450	Fund 21, Measure J	1199905822	6235	\$700,000.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Facilities Planning and Management				
	Signature	Date Approved	3/6/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	3/7/18		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	3-7-18		
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			