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



Memo

To

Board of Education

From

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

Board Meeting Date

September 8, 2021

Subject

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

Action Requested

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

Discussion

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

LBP (Local Business Participation Percentage) 100.00%

Recommendation

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

Fiscal Impact

Fund 21, Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate

CAKLANO UNIFIED SCHOOL DISTRICT

CONTRACT JUSTIFICATION FORM

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

Legislative File ID N	No. <u>21-1799</u>		
Department:	Facilities Planning & Management		
Vendor Name:	Anthonio, Inc.		
Project Name:	Markham Elementary School Playmatting & Accessibility Project	Project No.:	<u>19140</u>
Contract Term: Into	ended Start: <u>7-19-2021</u>	Intended End:	12-31-2021
Cotal Cost Over Co	ntract Term: <u>\$36,100.00</u>		
Approved by: Tad	ashi Nakadegawa		
s Vendor a local Oa	akland Business or have they meet the requirements of th	ie	
Local Business Polic	ey? 🛛 Yes (No if Unchecked)		
How was this contra	actor or vendor selected?		
Consultant's experie	a direct selection based on specialized training services and nee with similar projects and the level of complexity of the at the most reasonable price.		
Consultant's experie as the most qualified	nce with similar projects and the level of complexity of the	project, the District ident	
Consultant's experie as the most qualified summarize the serve. Anthonio, Inc. will p	nce with similar projects and the level of complexity of the at the most reasonable price.	project, the District ident	ified the chosen consultant
Consultant's experie as the most qualified summarize the serve. Anthonio, Inc. will p basketball & tetherba	ices or supplies this contractor or vendor will be providing as all in play area at the Markham Elementary School.	ng. phalt, concrete flatwork,	ified the chosen consultant
Consultant's experie as the most qualified summarize the serve Anthonio, Inc. will pubasketball & tetherball	ices or supplies this contractor or vendor will be providing as all in play area at the Markham Elementary School.	ng. phalt, concrete flatwork,	ified the chosen consultant
Consultant's experie as the most qualified as the most qualified as the most qualified when the serve that the	ices or supplies this contractor or vendor will be providing rovide Inspections Services for the demolition of existing as all in play area at the Markham Elementary School. The check box for "Yes" (If "No," leading to the demolition of the demolitic of the demolition of the demolition of the demolitic of the demolitic of the demolition of the demolitic of the demoliti	ng. phalt, concrete flatwork,	ified the chosen consultant

2) Please check the competitive bidding exception relied upon:

Construction Contract: ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19) ☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable ☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable □ No advantage to bidding – contact legal counsel to discuss if applicable ☐ Sole source contractor – *contact legal counsel to discuss if applicable* ☐ Completion contract – contact legal counsel to discuss if applicable ☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable ☐ Design-build contract RFP process – contact legal counsel to discuss if applicable ☐ Energy service contract – contact legal counsel to discuss if applicable □ Other: ______ – contact legal counsel to discuss if applicable **Consultant Contract:** ☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526) ☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.) ☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50) ☑ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable \Box For services other than above, the cost of services is \$96,700 or less (as of 1/1/21) □ No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable **Purchasing Contract:** \square Price is at or under bid threshold of \$96,700 (as of 1/1/21) ☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract

Code §20118.1)

tronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal counse scuss if applicable
AS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 8(a)) – contact legal counsel to discuss if applicable
yback contract for purchase of personal property (Public Contract Code §20118) – contact legal sel to discuss if applicable
blies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact legal sel to discuss if applicable
dvantage to bidding (including sole source) – contact legal counsel to discuss if applicable
er:
e Contract:
e is at or under bid threshold of \$96,700 (as of 1/1/21)
dvantage to bidding (including sole source) – contact legal counsel to discuss
r:
the facts that support the applicability of the exception marked above:
Consultant will provide specially trained inspection services.

AGREEMENT FOR SPECIAL INSPECTION SERVICES FOR CONSTRUCTION

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

- A. District is a public school district organized and existing under the laws of the State of California. District is engaged in the construction of a **Playmatting & Accessibility** project at **Markham Elementary School** ("the Project"), which requires ongoing inspection.
- B. Inspector is an independent contractor competent to perform the construction contract inspection services contemplated by this Agreement. Inspector represents and covenants that Inspector is familiar with all requirements of law to serve as a special inspector for the Project and to the extent necessary has, or can obtain, the approval of the California Division of the State Architect ("DSA") to perform the construction contract inspection services contemplated by this Agreement prior to commencing services under this Agreement.
- C. District desires to retain Inspector and Inspector desires to perform work for District on the terms and conditions set forth in this Agreement, as described in Exhibit B.

The Parties therefore agree as follows:

- 1. **Inspection Services**. Inspector agrees to provide the special inspection services described in this Agreement ("Basic Services") in a professional and competent manner and in accordance with the terms of this Agreement. Inspector may only provide other services ("Additional Services") after authorized in writing by District. "Services" shall mean Basic and Additional Services.
- 2. **Term of Agreement and Payment**. The Project is expected to be complete as of **December 31, 2021**, but may not be completed until later if delays in design or construction arise. Payment of Inspector shall be as set forth in *Exhibit A* for Basic and Additional Services satisfactorily performed after District receipt of properly documented and submitted invoices. Inspector shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis. Inspector shall submit invoices in triplicate on the last working day of each month to the District. The invoices must show the number of hours worked, the contract number, the project name and location and must contain the Inspector's original signature on all copies. Inspector's failure to maintain required records or to properly submit invoices may result in non-payment to Inspector. Inspector shall comply with any applicable prevailing wage laws. Inspector shall not be reimbursed for any of its expenses; the parties agree that Inspector shall pay all of its expenses from its fees for Basic and Additional Services.
- 3. **DSA Approval**. Inspector acknowledges that District is required to obtain the approval of DSA prior to using Inspector's services on the Project. Inspector agrees to do all acts necessary to timely obtain DSA approval.

- 4. **Duties and Conduct of the Inspector**. The Inspector shall provide competent and adequate inspection of the following portions of the Project being performed by the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project ("Contractor"): Anthonio, Inc. will provide Inspection Services for the demolition of existing asphalt, concrete flatwork and posts for basketball & tetherball in play area of the school site.
- 5. **Restrictions on the Inspector's Authority**. In the performance of the duties required by this Agreement, the Inspector exercises limited authority as defined in this Agreement. The Inspector shall not:
 - a. Authorize deviations from the Contract Documents;
 - b. Avoid conducting any required tests;
 - c. Enter the area of responsibility of the Contractor's field superintendent;
 - d. Expedite the job for the Contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
 - f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the Project, in the whole or in part, prior to final acceptance of the Project;
 - h. Interfere in Contractor/Subcontractor relationships.
- 6. Independent Contractor Status. Inspector and any and all agents and employees of Inspector shall perform the services required pursuant to this Agreement as an independent contractor, not as officers, employees, or agents of the District. In providing the services contemplated by this Agreement, the Inspector shall maintain a professional and working relationship with the District, all contractors, and the Architect. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Inspector and the Architect or the Contractor for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Inspector which does not otherwise exist.
- 7. **Indemnity**. Inspector shall indemnify, defend and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action

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

- 8. **Taxes**. Inspector shall be liable and solely responsible for paying all required taxes including, but not limited to, federal and state income taxes and social security taxes. Inspector agrees to indemnify, defend and hold the District harmless from any liability which Inspector may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Inspector shall be reported to the appropriate State and Federal tax authorities as required.
- 9. **Insurance.** The Inspector shall purchase and maintain insurance that will protect the Inspector from the claims set forth below that may arise out of or result from the Inspector's performance of services or failure to perform services required by this Agreement:
- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
 - c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

Comprehensive General Liability

Personal Injury: \$2,000,000.00 Each Occurrence \$4,000,000.00 Aggregate Property Damage: \$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate

Comprehensive Automobile Liability

Bodily Injury: \$2,000,000.00 Each Person \$1,000,000.00 Each Occurrence

Property Damage: \$2,000,000.00 Each Occurrence

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

10. Termination of Agreement.

- a. District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Inspector seven (7) days written notice of termination.
- b. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform its duties or for any material breach under this Agreement.
- c. In the event of termination, the Inspector shall be compensated for all services satisfactorily performed to the termination date and, if terminated under subparagraph (a) above, any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement.
- 11. Successors and Assigns. The District and the Inspector, respectively, bind themselves, their successors, assigns, and representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Neither District nor the Inspector shall assign or transfer any interest in this Agreement without the written consent of the other.
- 12. **Notices**. All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom it is directed or shall be deemed served when deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, and addressed in the case of:

Inspector: Anthonio, Inc.

Attn: Tony Ogbiede

333 Hegenberger Road, Suite 304

Oakland, California 94621

District: Oakland Unified School District

Attn: Tadashi Nakadegawa, Deputy Chief

955 High Street

Oakland, California 94601

- 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 14. **Severability**. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- 15. **Amendment**. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.
- 16. **Compliance with Law**. While performing the services contemplated by this Agreement, Inspector agrees to comply with all applicable laws and regulations.
- 17. **Requests**. Inspector agrees to timely and properly complete all reports requested by the District or the Architect or as required by law. In addition, Inspector agrees that all reports and other records created or maintained by Inspector shall be the District's sole property.
- 18. **Counterparts**. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 19. **Interpretation**. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- 20. **Work Records**. All documents, daily logs, and any other written work product generated by Inspector shall be deemed to be the sole and exclusive property of District.
- 21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the

Inspector and the District and their respective successors and assigns.

- 23. Attorneys' Fees. If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.
- 24. **Mediation**. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.
- 25. Inspector shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.org, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."
- 26. The following forms, attached to the proposal, are incorporated into the contract:
 - Fingerprinting Notice and Acknowledgement.
 - Iran Contracting Act Certification.
 - Workers' Compensation Certification.
 - Drug-Free Workplace Certification.
 - Buy American Certification.
 - Local Business Participation Form.

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

INSPECTOR:

Anthonio, Inc.	
Tougheide	7/15/2021
Signature V	Date
Tony Ogbeide, Principal	7/15/2021
Name & Title	Date

OAKLAND UNIFIED SCHOOL DISTRICT

menton	9/9/2021
Shanthi Gonzales, President, Board of Education	Date
Top 19-have	9/9/2021
Kyla Johnson-Trammell, Superintendent	Date
Secretary, Board of Education	
	7/12
Tadashi Nakadegawa, Deputy Chief	Date
Facilities Planning and Management	
Approved As To Form:	7/20/21
OUS: Facilities Legal Course)	Date
CALIFORNIA CONTRACTOR'S LICENSE NO.	
LICENSE EXPIRATION DATE	
LICENSE EXITIVATION DATE	

EXHIBIT A

Payments

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

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

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

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

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



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

PROPOSAL FOR INSPECTION SERVICES

CLIENT: THE TRUST FOR PUBLIC LAND/Oakland Unified School District (OUSD)

PROJECT NAME:

MARKHAM ES - LIVING SCHOOLYARD PROJECT

CLIENT PROJECT #:

19140

PTN #:

61259-406

DSA APPLICATION #.: 01-119068 **FILE #:** 1-29

LOCATION:

MARKHAM SCHOOL, Oakland, CA

SERVICES:

Inspection Services for all Construction Activities.

COST (Estimate to Perform Inspection work):

\$36,100

PROPOSAL DETAILS

Hourly Rate -

= \$95/hr. (Fully-Loaded Rate)

Duration of Project (Estimate)

= 120 days (or 380 Hours) based on District Schedule

Daily Schedule of Work:

=4 hrs./day

Total Cost Estimate for Inspection = 380 hours @ \$95/hr.

= \$36,100

toughorde

NOTES:

1. Russell Strong will be proposed Project Inspector.

2. Premium Time (Overtime): Hours over 8 hrs./day and Weekend work at \$127.50/hr. Rate.

PROJECT SCOPE (CONSTRUCTION):

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

Prepared by:

Tony Ogbeide, Principal 2/22/2021

Cc: Lee Sims, Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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		CONTACT NAME: Certificate Department					
Pacific Diversified Insurance Services 363 Civic Dr. Suite 100		PHONE (A/C, No, Ext): 925-686-2860	FAX (A/C, No): 925-68	6-6118			
Pleasant Hill CA 94523		E-MAIL ADDRESS: Certificates@pdins.com					
		INSURER(S) AFFORDING	COVERAGE	NAIC#			
	License#: 0K07568	INSURER A: Ohio Security Insurance C	Company	24082			
INSURED INC.	ANTHINC-01	INSURER B : Lloyd's Syndicate 2623 (B	Beazley Furlonge Limited)				
ANTHONIO, INC. 333 Hegenberger Rd.#206 Oakland CA 94621		INSURER C: State Compensation Insu	rance Fund of California	35076			
		INSURER D :					
		INSURER E :		,			
		INSURER F:					

			G	

CERTIFICATE NUMBER: 1175548822

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.

SR TR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	BKS56027948	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
						MED EXP (Any one person)	\$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
-	POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
+	OTHER: AUTOMOBILE LIABILITY		BAS56027948	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO		*			BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
.	DED RETENTION\$					1050	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		9147386-21	7/1/2021	7/1/2022	X PER STATUTE OTH-	
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mendatory in NH) If yes, describe under		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	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.

CERT	TIFIC A	TE HO	LDER

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

Hello



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	STOR OF FACILITIES FLARRING & FLARRING	110011	into i onti i
	Project Information		
Project Nar	ne Markham Elementary School Playmatting & Accessibility Project	Site	138
	Basic Directions		
Services ca	nnot be provided until the contract is awarded by the Board <u>or</u> is entered by th	e Superii	ntendent pursuant to
	authority delegated by the Board.		
Attachment	x Proof of general liability insurance, including certificates and endorsements, if cor	ntract is ov	ver \$15,000.
Checklist	x Workers compensation insurance certification, unless vendor is a sole provider		
	Oracle As Asia force the		

	Contracto	or Information						
Contractor Name	Anthonio Inc.	Agency's Con	tact	Tony	Ogbiede			
OUSD Vendor ID #	V054447	Title Project Manager						
Street Address	333 Hegenberger Road, Suite 304	City	ty Oakland		State	CA	Zip	94621
Telephone	510-798-4202	Policy Expires						
Contractor History	History Previously been an OUSD contractor? X Yes ☐ No Worked as an OUSD employee? ☐ Yes X No							
OUSD Project #	19140							

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

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

Budget Information If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Funding Source Org Key Object Code Amount 9350/9826 Fund 21, Measure J 210-9350-0-9826-8500-6235-138-9180-9905-9999-99999 6235 \$36,100.00

	Approval and Routing (in or	der of app	roval steps)				
	vices cannot be provided before the contract is fully approved and a Purch wledge services were not provided before a PO was issued.	ase Order i	s issued. Signing this	document affirms	s that to your		
	Division Head	Phone	510-535-7038	Fax	510-535-7082		
1.	Acting Director, Facilities Planning and Management						
	Signature KChatman		Date Approved	7/19/21			
2.	General County, Department of Facilities Planning and Management						
	Signature Jozano Smith, as to form only		Date Approved	7/20/21			
	Deputy Chief, Lecilities Placing and Management						
3.	Signature		Date Approved	7/19/21			
	Chief Financial Officer						
4.	Signature		Date Approved				
	President, Board of Education			100	11.054.11		
5.	Signature		Date Approved		<u> </u>		