Board Office Use: **Legislative File Info.**	
File ID Number	24-0130
Introduction Date	02-14-2024
Enactment Number	24-0329
Enactment Date	02/14/2024 er

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning
Board Meeting Date	February 14, 2024
Subject	Amendment No. 1, Agreement for Inspector of Record Services for Construction – Anthonio, Inc. – Kaiser Child Development Center (CDC) Outdoor Learning Environment Project - Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Amendment No. 1, to the Inspector of Record Services Agreement by and between the **District** and **Anthonio, Inc.**, Oakland, CA, for the latter to continue to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project**, in the not-to-exceed amount of **$106,180.00, which includes an $8,180.00 contingency for additional services,** increasing the total not-to-exceed contract price from $36,960.00 to $143,140.00, increasing the time period from December 31, 2023, through June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.
Discussion	This Amendment is continued IOR Services and time extension.
LBP **(Local Business Participation Percentage)**	95.7.00%
Recommendation	Approval by the Board of Education of Amendment No. 1, to the Inspector of Record Services Agreement by and between the District and Anthonio, Inc., Oakland, CA, for the latter to continue to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the Kaiser Child Development Center (CDC) Outdoor Learning Environment Project, in the not-to-exceed amount of $106,180.00, which includes an $8,180.00 contingency for additional services, increasing the total not-to-exceed contract price from $36,960.00 to $143,140.00, increasing the time period from December 31, 2023, through June 30, 2024. All other terms and conditions of the Agreement remain in full force and effect.
Fiscal Impact	Fund 21 Building Fund, Measure Y
Attachments	• Amendment No. 1 & Exhibits • Routing Form • File I.D. 22-2833

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Anthonio, Inc.** OUSD entered into an agreement with CONTRACTOR for services effective on **January 26, 2023** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project** as follows, and in the attached Exhibit A:

1. **Services:** ☒ The scope of work is unchanged. ☐ **The scope of work has changed.**

   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:

2. **Terms** (duration): ☒ The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed: The contract term is extended by an additional

3. **Compensation:** ☐ The contract price is unchanged. ☒ The contract price has changed.

   If the compensation is changed: The not-to-exceed contract price is

   ☒ Increased by: **Ninety Eight Thousand Dollars/00 ($98.000.00) for basic services and Eight Thousand One Hundred Eighty Dollars No/100 ($8,180.00) for additional services. The total increase is One Hundred Six Thousand One Hundred Eighty Dollars and no/100 ($106,180.00)**

   .

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not-to-exceed contract price was **Thirty-Six Thousand Nine Hundred Sixty dollars ($36,960.00)**, and after this amendment, the not-to-exceed contract price will be: One Hundred Forty-Three Thousand One Hundred Forty dollars **($143,140.00)**.

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

5. **Amendment History:**

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

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President, Board of Education — Date: 2/15/2024

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — Date: 2/15/2024

Preston Thomas (Jan 18, 2024 12:53 PST)

Preston Thomas, Chief Systems & Services Officer, Facilities Planning and Management — Date: Jan 18, 2024

Approval as to form:

Arne Sandberg *[name]*
General Counsel, Facilities, Planning and Management — Date: 1/17/24

ANTHONIO, INC.

Contractor Signature — Date: 1/17/2024

Tony Ogbeide, President
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Anthonio, Inc.

1. Detailed Description of Services to be provided:
   This Amendment is for increasing the not-to-exceed amount by $106,180.00 for ongoing Inspector of Record services needed through June 30, 2024.

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

ANTHONIO Inc.
333 Hegenberger Road, Suite 206, Oakland, CA 94621. Phone: (510) 567-3797, Fax: (510) 567-3799

AMENDMENT #1
Inspection services

Dear Mr. Victor,

We are sending this proposal per your request in AMENDMENT #1 for the inspection services for Kaiser Day Care Project.
Our hourly rate remains $140.00 per hour (Fully loaded rate).
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.
Holiday rate will be Double the Hourly rate.

We anticipate the completion of work to be next June 30, 2024, including DSA close-out based on your schedule.
Mr. Russell Strong will continue to be the current Project Inspector throughout this project duration.
On site/admin services during construction including commissioning and close-out is for consecutive days (November 1, 2023, to June 2024) based on District schedule.
(35 weeks or 700 hours (1-IOR X 20 hrs./week X 35 weeks).

Approximately 700 Hours at $140/hr.	**= $98,000 (Excluding costs of Off-site inspection).**
Punch list/Close-out	**= $9,800**
Less: Remaining budget	**= ($1,620)**
Total Cost	**= $106,180**

COST (Estimate for Amendment #1)	**= $106,180**

NOTE: **Project is anticipated to be completed in June 2024 as described above. Additional fees will be charged at $145/hour rate for any additional work after the above period. All DSA projects are subject to DSA approval.**

Tonyogbeide 12/12/2023

Tony Ogbeide, **Date**
Principal
ANTHONIO, Inc.

OAKLAND BUILT

Oakland Unified School District

Local Business Utilization (LBU)
Monthly Tracking Worksheet

KAISER CDC - RENOVATION PROJECT	**LOCAL BUSINESS UTILIZATION (LBU) MONTHLY TRACKING WORKSHEET**				
	Firm Name:	ANTHONIO, INC.	**Contact Name:**	TONY OGBEIDE	**Contact Phone:** 510-798-4202
Project Start Date: 6/1/2023	**Pay Application No.**	KCDC023-005	**Contact Email:**	TOGBEIDE@AOA-INC.COM	
Anticipated Projected Completion Date: 12/1/2023	**Pay Application** (Month/Year):	October-23	**For Services Performed (Month/s):**		October-23

Prime/Sub Company Name	L/SL/SLRBE Type	Trade	Proposed LBU Dollar Amount At Bid Time	Previous Cumulative LBU Dollar Amount	Local Business Enterprise Dollar Amount (LBE)	Small Local Business Enterprise Dollar Amount (SLBE)	Small Local Resdient Business Enterprise Dollar Amount (SLRBE)	Current Cumulative LBU Dollar Amount	Remaining LBU Participation (Bid Time vs. Current Cumulative)	Current Cummulative LBU %
ANTHONIO, INC.	SLBE	Inspection Services	$ 37,320	$ 28,560.00	$ 7,140.00	$ -	$ -	$ 35,700	$ 1,620	95.7%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%
		TOTALS	$ 37,320	$ 28,560	$ 7,140	$ -	$ -	$ 35,700	$ 1,620	95.7%

Total Base Bid / Contract Dollar Amount:	$ 37,320
Total LBU Dollar Amount at Bid Time:	$ 37,320
Total LBU % at Bid Time:	100.0%
	Contract Amendments :
Total Contract Dollar Amount: (Current Amended Contract Amount)	$ -

Previous Cumulative Total LBU Dollar Amount:	$ 28,560
LBU Dollar Amount for This Invoice:	$ 7,140
Current Cumulative Total LBU Dollar Amount:	$ 35,700
Current Cumulative Total LBU %:	95.7%

Project Status (% of Project Complete):	

Final LBU Report:	

Check or place an "X" here only if work has been completed and there are no additional LBU Reports expected from this firm on this project.

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Kaiser Child Development Center Project	Site	812

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede				
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? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes ☒ No					
OUSD Project #	21112						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-26-2023	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)	

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	$106,180.00
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
9655/9858	**Fund 21 Measure Y**	**210-9655-0-9858-8500-6235-812-9180-9906-9999-21112**	**6235**	**$106,180.00**

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
	Executive Director, Facilities Planning and Management				
	Signature Kenya Chatman (Jan 18, 2024 15:27 PST)		Date Approved	Jan 18, 2024	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, approved as to form		Date Approved	1/17/24	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature Preston Thomas (Jan 18, 2024 12:53 PST)		Date Approved	Jan 18, 2024	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	22-2833
Introduction Date	1/25/2023
Enactment Number	23-0181
Enactment Date	1/25/2023 er

OAKLAND BUILT

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	January 25, 2023
Subject	Agreement for Inspector of Record Services for Construction – Anthonio, Inc. – Kaiser Child Development Center (CDC) Outdoor Learning Environment Project - Division of Facilities Planning and Management

Action Requested	Approval by the Board of Education of Inspector of Record Services Agreement by and between the **District** and **Anthonio, Inc.**, Oakland, California, for the latter to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project**, in the not-to-exceed amount of **$36,960.00,** which includes a not-to-exceed amount of **$3,360.00** for Additional Services, with work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 31, 2023**, pursuant to the Agreement.
Discussion	Consultant was selected without competitive bidding because this consultant is providing specially trained Inspector of Record services. (Public Contract Code §20111(d); Government §53060.)
LBP (Local Business Participation Percentage)	100.00%
Recommendation	Approval by the Board of Education of Inspector of Record Services Agreement by and between the **District** and **Anthonio, Inc.**, Oakland, California, for the latter to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project**, in the not-to-exceed amount of **$36,960.00,** which includes a not-to-exceed amount of **$3,360.00** for Additional Services, with work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 31, 2023**, pursuant to the Agreement.
Fiscal Impact	Fund 21 Building Fund, Measure Y
Attachments	• Contract Justification • Agreement, including Exhibits • Certificate of Insurance • Routing Form

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

Legislative File ID No. **22-2833**

Department: **Facilities Planning and Management**

Vendor Name: **Anthonio, Inc.**

Project Name: **Kaiser Child Development Center Outdoor Learning Environment Project** **Project No.:** **21112**

Contract Term: Intended Start: **1-26-2023** Intended End: **12-31-2023**

Total Cost Over Contract Term: **$36,960.00**

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Anthonio, Inc, was selected through and RFP process based on scores, demonstrated competence, professional qualifications, specially trained services, and experience of inspections of record services work done for the District. Given the Consultant's experience with similar projects and the level of complexity of the project, the district identified the chosen consultant as the most qualified at the most reasonable price.

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

Anthonio, Inc. will to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the Kaiser Child Development Center (CDC) Outdoor Learning Environment.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Anthonio, Inc. has done work and is currently working for the District. Based on their experience of expertise with this particular type of work, the District found that the consultant performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *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 RFQ/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:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $99,100 or less (as of 1/1/22)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

- Contractor is providing Inspector of Record services, which are specially trained services.

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services ("Agreement") is made and entered effective **January 26, 2023,** 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 projects at Kaiser Child Development Center Outdoor Learning Environment ("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 an Inspector of Record (Project Inspector) and 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.

The Parties therefore agree as follows:

1. **Inspection Services**. Inspector agrees to provide the 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 related to the Project ("Additional Services") after authorized in writing by District. "Services" shall mean Basic and Additional Services.

2. **Term of Agreement and Payment**. The term for performance of the Services shall be the duration of the Project ("Term"), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **December 31, 2023** 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 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 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, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project ("Contractor") are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project ("the Contract Documents"). The Inspector shall keep the Contractor informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor's activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to the District and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the District and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain an effective working relationship with the Contractor, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.

r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.

s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.

t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.

u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

v. Upon District's request, comply with any fingerprinting or related requirement.

w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were

caused by Inspector's performance of or failure to perform its duties under this Agreement.

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:	Property Damage:
$2,000,000 Each Occurrence	$1,000,000 Each Occurrence
$4,000,000 Aggregate	$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
$2,000,000 Each Person	$2,000,000 Each Occurrence
$1,000,000 Each Occurrence	

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

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. 333 Hegenberger Road Oakland, California 94621	District:	Oakland Unified School District 955 High Street Oakland, California, 94601 Attn: Tadashi Nakadegawa, Deputy Chief

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.k12.ca.us, 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 and insurance documentation shall be submitted to the District.

INSPECTOR:

Anthonio, Inc.

Tony Ogbeide 12/29/2022

Signature Date

Tony Ogbeide, President 12/29/2022

Name & Title Date

OAKLAND UNIFIED SCHOOL DISTRICT

1/26/2023

Mike Hutchinson, President, Board of Education Date

1/26/2023

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education Date

1/5/2023

Tadashi Nakadegawa, Deputy Chief
Facilities Planning and Management Date

Approved As To Form

1/5/23

OUSD Facilities Legal Counsel Date

INSPECTOR:

Anthonio, Inc.

Tongbeide 12/29/2022

Signature Date

Tony Ogbeide, President 12/29/2022

Name & Title Date

OAKLAND UNIFIED SCHOOL DISTRICT

1/26/2023

Mike Hutchinson, President, Board of Education Date

1/26/2023

Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education N/A

N/A

Date

Tadashi Nakadegawa, Deputy Chief Facilities Planning and Management

Approved As To Form

1/5/23

OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated $140.00 per hour. After 90 days of construction, the hourly rate will be charged at $145.00 per hour.

For Basic Services, Inspector's total compensation shall not exceed **THIRTY-THREE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO/100 ($33,600.00),** which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its December 7, 2022, fee estimate. Inspector acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. 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 **THREE THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO/100 ($3,360.00).**

The total price under this Agreement for Basic and Additional Services shall not exceed **THIRTY-SIX THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO/100 ($36,960.00).**

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.

Request for Qualifications (RFQ/P)

FOR

DSA CERTIFIED PROJECT INSPECTORS

FOR

KAISER DAY CARE

OAKLAND UNIFIED SCHOOL DISTRICT (OUSD)

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

On

December 7, 2022

ANTHONIO, Inc.
333 Hegenberger Road, Suite 206
Oakland, CA 94621
togbeide@aoa-inc.com

Phone: (510) 798-4202	Fax (510) 567-3799

ANTHONIO Inc.
333 Hegenberger Road, Suite 206, Oakland, CA 94621. Phone: (510) 567-3797, Fax: (510) 567-3799

ANTHONIO, INC.
333 Hegenberger Road
Suite 206
Oakland, CA 94621

December 7, 2022

Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: RFQ –DSA Certified Project Inspectors (IOR) Services
Kaiser Day Care Project

Dear Mr. Nakadegawa,

ANTHONIO, Inc., is pleased to provide the following proposal for DSA Certified Project Inspectors (IOR) Services for the Kaiser Day Care Project.

Thank you in advance for your consideration. Please feel free to contact me any time at (510) 798-4202 if you have any questions or comments.

Per the District, our RFQ/P Package is submitted via email to Juanita Hunter at juanita.hunter@ousd.org.

Sincerely,

Tongbeide 12/7/2022

Tony Ogbeide,
Principal
ANTHONIO, Inc.

ANTHONIO Inc.
333 Hegenberger Road, Suite 206, Oakland, CA 94621. Phone: (510) 567-3797, Fax: (510) 567-3799

Section 2.4: Professional Fee Schedule

FEES PROPOSAL (Details)

Dear Ms. Juanita Hunter,

We are sending this proposal per your request in the RFQ/P, for this Kaiser Day Care Project. Our hourly rate will be $140.00 per hour (Fully-loaded rate).
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.
Holiday rate will be Double the Hourly rate.

We anticipate the start of work to begin next Spring 2023 and on-site construction to continue through the Winter of 2022 excluding DSA close-out based on the RFQ/P with a duration of 90 days for this project Specification #00-01-09.

We are currently proposing one (1) Project Inspector, Mr. Tony Ogbeide or Mr. Russell Strong, as part-time throughout this project duration.
DSA may require additional time for the Project Inspector depending on District's approval at that time.
On site/admin services during construction excluding commissioning and close out is for 90 consecutive days (or 12 weeks) based on District schedule
(12 weeks or 240 hours (1-IOR X 20 hrs./week X 12 weeks).

Approximately 240 Hours at $140/hr.	**= $33,600 (Excluding costs of Off-site inspection)**
Add: Contingency at 10%	**= $3,360**

COST (Estimate to Perform Inspection work) = $33,960

NOTE: **Project is anticipated to be completed within 90 days as described above. Additional fees will be charged at $145/hour rate for any additional work after the above period. All DSA projects are subject to DSA approval.**

Tongbeide 12/7/2022

Tony Ogbeide, **Date**
Principal
ANTHONIO, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2022

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 Drive Suite 100
Pleasant Hill, CA 94523

License#: 0K07568

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Company	24082
INSURER B: State Compensation Insurance Fund of California	35076
INSURER C: Lloyd's	524210
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ANTHONIO, INC.
333 Hegenberger Rd.#206
Oakland CA 94621

ANTHINC-01

COVERAGES **CERTIFICATE NUMBER:** 609758345 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	BKS56027948	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BAS56027948	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9147386-21	7/1/2021	7/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions			PSK0035354516	11/29/2021	11/29/2022	Limit:	$2,000,000

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

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured CG8810 04-13 including Primary Non-Contributory and Waiver of Subrogation. Auto Liability AC8543 08-12 including Primary Non-Contributory and Waiver of Subrogation.
Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives.

CERTIFICATE HOLDER

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Kaiser Child Development Center Project	Site	812

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede				
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 ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21112						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		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)	$36,960.00
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
9655/9858	**Fund 21 Measure Y**	**210-9655-0-9858-8500-6235-812-9180-9906-9999-21112**	**6235**	**$36,960.00**

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
	Executive Director, Facilities Planning and Management				
	Signature for Kenya Chatman		Date Approved	1/5/2023	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, approved as to form		Date Approved	1/5/23	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	1/5/2023	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	22-2833
Introduction Date	1/25/2023
Enactment Number	23-0181
Enactment Date	1/25/2023 er

OAKLAND BUILT

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	January 25, 2023
Subject	Agreement for Inspector of Record Services for Construction – Anthonio, Inc. – Kaiser Child Development Center (CDC) Outdoor Learning Environment Project - Division of Facilities Planning and Management

Action Requested	Approval by the Board of Education of Inspector of Record Services Agreement by and between the **District** and **Anthonio, Inc.**, Oakland, California, for the latter to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project**, in the not-to-exceed amount of **$36,960.00,** which includes a not-to-exceed amount of **$3,360.00** for Additional Services, with work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 31, 2023**, pursuant to the Agreement.
Discussion	Consultant was selected without competitive bidding because this consultant is providing specially trained Inspector of Record services. (Public Contract Code §20111(d); Government §53060.)
LBP (Local Business Participation Percentage)	100.00%
Recommendation	Approval by the Board of Education of Inspector of Record Services Agreement by and between the **District** and **Anthonio, Inc.**, Oakland, California, for the latter to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the **Kaiser Child Development Center (CDC) Outdoor Learning Environment Project**, in the not-to-exceed amount of **$36,960.00,** which includes a not-to-exceed amount of **$3,360.00** for Additional Services, with work scheduled to commence on **January 26, 2023**, and scheduled to last until **December 31, 2023**, pursuant to the Agreement.
Fiscal Impact	Fund 21 Building Fund, Measure Y
Attachments	• Contract Justification • Agreement, including Exhibits • Certificate of Insurance • Routing Form

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

Legislative File ID No. **22-2833**

Department: **Facilities Planning and Management**

Vendor Name: **Anthonio, Inc.**

Project Name: **Kaiser Child Development Center Outdoor Learning Environment Project** **Project No.:** **21112**

Contract Term: Intended Start: **1-26-2023** Intended End: **12-31-2023**

Total Cost Over Contract Term: **$36,960.00**

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Anthonio, Inc, was selected through and RFP process based on scores, demonstrated competence, professional qualifications, specially trained services, and experience of inspections of record services work done for the District. Given the Consultant's experience with similar projects and the level of complexity of the project, the district identified the chosen consultant as the most qualified at the most reasonable price.

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

Anthonio, Inc. will to provide Inspector of Record Services needed for Division of Architect (DSA) Certified Project Inspector (IOR) Services, for the Kaiser Child Development Center (CDC) Outdoor Learning Environment.

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Anthonio, Inc. has done work and is currently working for the District. Based on their experience of expertise with this particular type of work, the District found that the consultant performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *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 RFQ/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:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $99,100 or less (as of 1/1/22)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

- Contractor is providing Inspector of Record services, which are specially trained services.

AGREEMENT FOR INSPECTOR OF RECORD SERVICES FOR CONSTRUCTION

This Agreement for Construction Contract Inspection Services ("Agreement") is made and entered effective **January 26, 2023,** 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 projects at Kaiser Child Development Center Outdoor Learning Environment ("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 an Inspector of Record (Project Inspector) and 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.

The Parties therefore agree as follows:

1. **Inspection Services**. Inspector agrees to provide the 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 related to the Project ("Additional Services") after authorized in writing by District. "Services" shall mean Basic and Additional Services.

2. **Term of Agreement and Payment**. The term for performance of the Services shall be the duration of the Project ("Term"), and Inspector shall complete the Services within the Term. Time is of the essence for performance of the Services under this Agreement. The Project is expected to be complete as of **December 31, 2023** 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 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 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, adequate, and continuous inspection of the Project during all stages of construction to ensure that the contractors, all agents, employees, subcontractors, materialmen and suppliers of the contractors and all persons performing work on the Project ("Contractor") are performing the work in accordance with the plans, specifications and other contract documents pertinent to the Project ("the Contract Documents"). The Inspector shall keep the Contractor informed during the work of the results of Inspector's inspections and shall safeguard the interest of the District in the construction of the Project. The Inspector shall perform the following duties.

a. Be familiar with the Contract Documents and the Contractor's operations during all phases of the Project.

b. Observe, check and measure items used in the Project for compliance with the Contract Documents and technical instructions from the Architect.

c. Maintain a daily report/log describing the general work performed by the Contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the Contractor's activities each day.

d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, Contractor or engineer as specified in the Contract Documents. Inspector shall check and report to the District and the Architect laboratory tests indicating defective materials or other problems. Inspector shall check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Inspector shall maintain a daily log of inspection by testing lab.

e. Make sure that the required record drawings are accurately marked up as required.

f. Report to the District and the Architect verbally and in writing: (1) poor performance by the Contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.

g. Assist the District and the Architect in the final inspection and project acceptance phase.

h. Perform all duties within Inspector's expertise requested to be performed by District and as defined in the California Education Code, California Building Code, Title 24, and the California Code of Regulations, Title 21.

i. Upon request, provide the District with a written report regarding Contractor's performance on the Project.

j. Maintain an effective working relationship with the Contractor, District personnel and Architect.

k. Be tactful, firm and fair in Inspector's insistence that Contractor adhere to the Contract Documents.

l. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the Contractor's attention in order to avoid removal of work already in place.

m. Attempt to anticipate the Contractor's problems and review with the District anticipated schedules and work involved prior to the commencement of a new trade on the job.

n. Attempt to foresee the need for all required tests and inspections.

o. When notified by Contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.

p. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.

q. Ensure that Architect's verbal instructions to the Inspector during field inspections are written in the Inspector's Daily Report/Log for that day or in the Field Instruction Sheet.

r. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.

s. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.

t. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition.

u. Exert extreme care to ensure that none of Inspector's communications to the Contractor or Contractor's agents are misinterpreted as changes in the scope of the work.

v. Upon District's request, comply with any fingerprinting or related requirement.

w. The Inspector must comply with the applicable requirements of the DSA Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) having the correct number of inspection cards before commencing inspection, (b) confirming that all required documentation is received and all work conforms to the DSA-approved construction documents before signing off any block or section of a DSA inspection card, (c) notifying DSA when work proceeds without proper documentation or deviates from the approved documents (DSA 154), and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Contractor to meet the DSA Oversight Process requirements without delay or added costs to the Project.

x. Inspector shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were

caused by Inspector's performance of or failure to perform its duties under this Agreement.

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:	Property Damage:
$2,000,000 Each Occurrence	$1,000,000 Each Occurrence
$4,000,000 Aggregate	$2,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury:	Property Damage:
$2,000,000 Each Person	$2,000,000 Each Occurrence
$1,000,000 Each Occurrence	

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

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. 333 Hegenberger Road Oakland, California 94621	District:	Oakland Unified School District 955 High Street Oakland, California, 94601 Attn: Tadashi Nakadegawa, Deputy Chief

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.k12.ca.us, 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 and insurance documentation shall be submitted to the District.

INSPECTOR:

Anthonio, Inc.

Tongbeide 12/29/2022

Signature Date

Tony Ogbeide, President 12/29/2022

Name & Title Date

OAKLAND UNIFIED SCHOOL DISTRICT

1/26/2023

Mike Hutchinson, President, Board of Education Date

1/26/2023

Kyla Johnson-Trammell, Superintendent
and Secretary, Board of Education Date

1/5/2023

Tadashi Nakadegawa, Deputy Chief
Facilities Planning and Management Date

Approved As To Form

1/5/23

OUSD Facilities Legal Counsel Date

INSPECTOR:

Anthonio, Inc.

Tongbeide 12/29/2022

Signature Date

Tony Ogbeide, President 12/29/2022

Name & Title Date

OAKLAND UNIFIED SCHOOL DISTRICT

1/26/2023

Mike Hutchinson, President, Board of Education Date

1/26/2023

Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education

N/A N/A

Date

Tadashi Nakadegawa, Deputy Chief Facilities Planning and Management

Approved As To Form

1/5/23

OUSD Facilities Legal Counsel Date

EXHIBIT A

Payments

For Basic and Additional Services satisfactorily performed, and based on invoices properly documented and submitted, Inspector shall be compensated $140.00 per hour. After 90 days of construction, the hourly rate will be charged at $145.00 per hour.

For Basic Services, Inspector's total compensation shall not exceed **THIRTY-THREE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO/100 ($33,600.00),** which is Inspector's estimate of the maximum total cost of its Basic Services on the Project, based on its December 7, 2022, fee estimate. Inspector acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. 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 **THREE THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO/100 ($3,360.00).**

The total price under this Agreement for Basic and Additional Services shall not exceed **THIRTY-SIX THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO/100 ($36,960.00).**

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.

Request for Qualifications (RFQ/P)

FOR

DSA CERTIFIED PROJECT INSPECTORS

FOR

KAISER DAY CARE

OAKLAND UNIFIED SCHOOL DISTRICT (OUSD)

Oakland Unified School District
Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
955 High Street
Oakland, CA 94601

On

December 7, 2022

ANTHONIO, Inc.
333 Hegenberger Road, Suite 206
Oakland, CA 94621
togbeide@aoa-inc.com

Phone: (510) 798-4202	Fax (510) 567-3799

ANTHONIO Inc.
333 Hegenberger Road, Suite 206, Oakland, CA 94621. Phone: (510) 567-3797, Fax: (510) 567-3799

ANTHONIO, INC.
333 Hegenberger Road
Suite 206
Oakland, CA 94621

December 7, 2022

Tadashi Nakadegawa, Deputy Chief
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

SUBJECT: RFQ –DSA Certified Project Inspectors (IOR) Services
Kaiser Day Care Project

Dear Mr. Nakadegawa,

ANTHONIO, Inc., is pleased to provide the following proposal for DSA Certified Project Inspectors (IOR) Services for the Kaiser Day Care Project.

Thank you in advance for your consideration. Please feel free to contact me any time at (510) 798-4202 if you have any questions or comments.

Per the District, our RFQ/P Package is submitted via email to Juanita Hunter at juanita.hunter@ousd.org.

Sincerely,

Tongbeide 12/7/2022

Tony Ogbeide,
Principal
ANTHONIO, Inc.

ANTHONIO Inc.
333 Hegenberger Road, Suite 206, Oakland, CA 94621. Phone: (510) 567-3797, Fax: (510) 567-3799

Section 2.4: Professional Fee Schedule

FEES PROPOSAL (Details)

Dear Ms. Juanita Hunter,

We are sending this proposal per your request in the RFQ/P, for this Kaiser Day Care Project.
Our hourly rate will be $140.00 per hour (Fully-loaded rate).
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.
Holiday rate will be Double the Hourly rate.

We anticipate the start of work to begin next Spring 2023 and on-site construction to continue through the Winter of 2022 excluding DSA close-out based on the RFQ/P with a duration of 90 days for this project Specification #00-01-09.

We are currently proposing one (1) Project Inspector, Mr. Tony Ogbeide or Mr. Russell Strong, as part-time throughout this project duration.
DSA may require additional time for the Project Inspector depending on District's approval at that time.
On site/admin services during construction excluding commissioning and close out is for 90 consecutive days (or 12 weeks) based on District schedule
(12 weeks or 240 hours (1-IOR X 20 hrs./week X 12 weeks).

Approximately 240 Hours at $140/hr.	**= $33,600 (Excluding costs of Off-site inspection)**
Add: Contingency at 10%	**= $3,360**

COST (Estimate to Perform Inspection work) = $33,960

NOTE: **Project is anticipated to be completed within 90 days as described above. Additional fees will be charged at $145/hour rate for any additional work after the above period. All DSA projects are subject to DSA approval.**

Tongbeide 12/7/2022

Tony Ogbeide, **Date**
Principal
ANTHONIO, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2022

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 Drive Suite 100
Pleasant Hill, CA 94523

License#: 0K07568

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : State Compensation Insurance Fund of California	35076
INSURER C : Lloyd's	524210
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ANTHONIO, INC.
333 Hegenberger Rd.#206
Oakland CA 94621

ANTHINC-01

COVERAGES **CERTIFICATE NUMBER:** 609758345 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	BKS56027948	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAS56027948	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9147386-21	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Errors & Omissions			PSK0035354516	11/29/2021	11/29/2022	Limit:	$2,000,000

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

As required by written contract, the following endorsement apply to the certificate holder and/or any other entity named in this section: General Liability Additional Insured CG8810 04-13 including Primary Non-Contributory and Waiver of Subrogation. Auto Liability AC8543 08-12 including Primary Non-Contributory and Waiver of Subrogation.
Oakland Unified School District and its Directors, Officers, Employees, Agents and Representatives.

CERTIFICATE HOLDER

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

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

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	**Kaiser Child Development Center Project**	**Site**	**812**

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Anthonio Inc.	Agency's Contact	Tony Ogbiede				
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 ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21112						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	1-26-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		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)	$36,960.00
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
9655/9858	**Fund 21 Measure Y**	**210-9655-0-9858-8500-6235-812-9180-9906-9999-21112**	**6235**	**$36,960.00**

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
	Executive Director, Facilities Planning and Management				
	Signature for Kenya Chatman		Date Approved	1/5/2023	
2.	**General Counsel, Department of Facilities Planning and Management**				
	Signature Lozano Smith, approved as to form		Date Approved	1/5/23	
3.	**Deputy Chief, Facilities Planning and Management**				
	Signature		Date Approved	1/5/2023	
4.	**Chief Financial Officer**				
	Signature		Date Approved		
5.	**President, Board of Education**				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT