

Board Office Use: Legislative File Info.	
File ID Number	14-0833
Committee	Facilities
Introduction Date	5-14-2014
Enactment Number	14-0786
Enactment Date	5/14/14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations ^{VH}
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date May 14, 2014

Subject Amendment No. 2, Independent Consultant Agreement - Jason Zalinski - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$16,150.00 increasing previous contract amount from \$235,800.00 to a not to exceed amount of \$251,950.00 and revising the end date from June 18, 2012 through October 31, 2013 to May 14, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The Inspector of Record contract was initially scheduled to be completed October 2013, which projected completion due to additional scope of middle school. Scope became more extensive with the path of travel items reviewed under DSA, directional bore for relocated sewer line, punch list coordination and two additional newly created offices.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 2, Independent Consultant Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$16,150.00 increasing previous contract amount from \$235,800.00 to a not to exceed amount of \$251,950.00 and revising the end date from June 18, 2012 through October 31, 2013 to May 14, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Amendment to the Independent Contractors Agreement including scope of work



Community Schools, Thriving Students

AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jason Zalinski. OUSD entered into an Agreement with CONTRACTOR for services on May 23, 2012, and the parties agree to amend that Agreement as follows:

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. Attach revised scope of work.

The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional inspection services beyond the originally scheduled project completion in October, 2013. Services are to be extended through April, 2014 to complete the project closeout. Approximately 170 additional hours. Regular Hourly Rate - \$95.00: Overtime and 6pm-6am Rate = \$125.00

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 **One hundred ninety-five days**, and the amended expiration date is **May 14, 2015**.

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

If the compensation is changed: The contract price is amended by

Increase of \$16,150.00 to original contract amount

Decrease of \$ _____ to original contract amount

and the new contract total is **Two hundred fifty-one thousand, nine hundred fifty dollars and no cents (\$251,950.00)**

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)
1	10-9-2013	The scope of the project is to provide additional inspection services beyond the originally scheduled project completion in August, 2013. Services are to be extended through October, 2013 to complete the project closeout. Approximately 340 additional hours. Regular Hourly Rate - \$90.00: Overtime and 6pm-6am Rate = \$120.00	\$16,150.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

 David Kakashiba, President,
 Board of Education

 Date 5/15/14

 Dr. Gary Yee, Acting Superintendent
 Secretary, Board of Education

 Date 5/15/14

 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR

 Contractor Signature

 Date 4-14-14

 Print Name, Title Jason R Zalinski owner

EXHIBIT "A" Scope of Work**Contractor Name: Jason Zalinski****Billing Rate: Sixteen thousand, one hundred fifty dollars and no cents (\$16,150.00)****1. Description of Services to be Provided**

The scope of the project is to provide additional inspection services beyond the originally scheduled project completion in October, 2013. Services are to be extended through April, 2014 to complete the project closeout. Approximately 170 additional hours. Regular Hourly Rate - \$95.00: Overtime and 6pm-6am Rate = \$125.00.

2. Specific Outcomes:

Create equitable opportunities for learning and accountable for quality.

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

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

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

Susie Butler-Berkley 4-14-2014
Susie Butler-Berkley
Contract Analyst

Jason R. Zalinski

Inspection/Construction Services
2601 San Pablo Ave, Oakland Ca 94612
Phone: (209) 652-9453 Fax: (209) 862-2666
Email: jasonrzalinski@gmail.com
DSA/ORS Cert. #4486

March 11, 2013

Oakland Unified School District
Attn: Al Anderson
955 High st, Oakland, CA 94601

Dear Mr. Anderson

I'm sending this proposal per your request for the completion of the Calvin Simmons Carrier Tech, Building & Calvin Simmons Modernization DSA Appl, #01-112385 and DSA Appl,# 01-112801

Our hourly rate will be \$ 95.00 per hour. Inspection rate for weekends and hours between 6:00 p.m. and 6:00 a.m. is an additional \$30.00 per hour.

These fee's are needed to complete the new Carrier Tech building portion of the project along with the Modernization & site work. The original & the first additional proposals /agreements were based on only one application number as well as completion & close out by October of 2013. There has been mutable added bulletins to complete this project

At this time will require approximately 170 additional Hours for added work from November through April for closeout.

The service will include coordination & monitoring of special inspectors, observance & inspection of work performed on site, preparation of project related closeout documents and administrative services to support the above.

Project is to be closed out within 1 months of final punch list. Additional fees will be charged @ present hourly rate for any additional work after the month.

TOTAL ESTIMATED COST

\$16,150

I am again looking forward to working with you & the team at OUSD.

Sincerely,
Jason R. Zalinski



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

09/20/2013

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

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

PRODUCER Rico, Pfitzer, Pires & Assoc. P.O. Box 129 Gustine, CA 95322 Lucia Farao		Phone: 209-854-2000 Fax: 209-854-2520	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # ZALAN-1	FAX (A/C, No):
INSURED Jason & Barbara Zalinski 2518 Shiels Road Newman, CA 95360		INSURER(S) AFFORDING COVERAGE INSURER A: CNA INSURER B: Financial Indemnity/Unitrin INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	INSR DATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE / SECUR (GENL AGGREGATE LIMIT APPLIES PER POLICY)	X		2084409539	08/03/2013	08/03/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		CCFICR1458576	11/09/2012	11/09/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRY TOU-PAI-NERS-REDUCTIVE (MANDATORY IN NH) TYPE DESIGNATION DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured District, its Directors, Officers, Employees, Agents & Representatives, including GKK/McCarthy.
 Regarding Project Calvin Simmons Building

CERTIFICATE HOLDER

CANCELLATION

XXXXXXXX Oakland Unified School Distric Dept. of Facil. Plan. & Mngmt. Timothy E. White, Asst. Spr. 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Board Office Use: Legislative File Info.	
File ID Number	13-2291
Committee	Facilities
Introduction Date	10/9/2013
Enactment Number	13-2126
Enactment Date	10/9/13



OAKLAND UNIFIED
SCHOOL DISTRICT

www.oakland.k12.ca.us

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
 By: Vernon Hal, Deputy Superintendent, Business Operations *VH*
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 9, 2013

Subject Amendment No. 1, Independent Consultant Agreement Jason Zalinski - Calvin Simmons Improvements and Career Tech Lab Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not-to exceed \$30,600.00 increasing previous contract amount from \$205,200.00 to a not to exceed amount of \$235,800.00 and revising the end date from June 18, 2012 through August 21, 2013 to October 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background This amendment is needed to complete the new Career Tech building portion of the project along with the Modernization and site work.

Local Business Participation Percentage 100.00%

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.



Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, in an amount not to exceed \$30,600.00 increasing previous contract amount from \$205,200.00 to a not to exceed amount of \$235,800.00 and revising the end date from June 18, 2012 through August 21, 2013 to October 31, 2013. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Amendment to the Independent Contractors Agreement including scope of work



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jason Zalinski. OUSD entered into an Agreement with CONTRACTOR for services on May 23, 2012 and the parties agree to amend that Agreement as follows

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u>	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services materials products, and/or reports; attach additional pages as necessary <u>Attach revised scope of work</u>.</p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is to provide additional inspection services beyond the originally scheduled project completion in August, 2013. Services are to be extended through October, 2013 to complete the project closeout. Approximately 340 additional hours. Regular Hourly Rate - \$90.00; Overtime and 6pm-6am Rate = \$120.00</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u>	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional Sixty days, and the amended expiration date is October 31, 2013.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u>	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$30,600.00 to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Two hundred thirty-five thousand, eight hundred dollars and no cents (\$235,800.00)</p>		

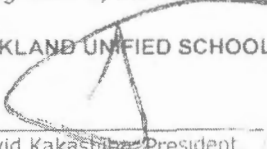
4. **Remaining Provisions** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated

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

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


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

OAKLAND UNIFIED SCHOOL DISTRICT




David Kakash, President,
Board of Education

10/19/13
Date



Dr. Gary Yee, Acting Superintendent
Secretary, Board of Education


10/19/13
Date



Timothy White, Associate Superintendent
Facilities, Planning and Management

Date

CONTRACTOR



Contractor Signature

9-12-13
Date

Jason B. Zalinski
Print Name, Title

File ID Number: 13-2291
Introduction Date: 10/19/13
Enactment Number: 13-2126
Enactment Date: 10/19/13
By: o/s

EXHIBIT "A" Scope of Work

Contractor Name: Jason Zalinski

Billing Rate: Thirty thousand, six hundred dollars and no cents (\$30,600.00)

1. Description of Services to be Provided

The scope of the project is to provide additional inspection services beyond the originally scheduled project completion in August 2013. Services are to be extended through October 2013 to complete the project closeout. Approximately 340 additional hours. Regular Hourly Rate = \$90.00; Overtime and 6pm-6am Rate = \$120.00.

2. Specific Outcomes:

Create equitable opportunities for learning and accountable for quality

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

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

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

Susie Butler-Berkley 9-17-2013
Susie Butler-Berkley
 Contract Analyst

Jason R. Zalinski

Inspection/Construction Services
1601 Van Hable Ave. Oakland Ca 94612
Phone: (209) 607-9453 Fax: (209) 867-2600
Email: jzalinski@inspectionservices.com
CNA/CRS Cert. #4486

August 11, 2013

Oakland Unified School District
Attn: Al Anderson
955 High St., Oakland, CA 94601

Dear Mr. Anderson:

I'm sending this proposal per your request for the completion of the Calvin Simmons
Carrier Tech. Building & Calvin Simmons Modernization DSA Appl. #01-112385
and DSA Appl.# 01-117801

Our hourly rate will be \$ 90.00 per hour. Inspection rate for weekends and
hours between 6:00 p.m. and 6:00 a.m. is an additional \$30.00 per hour.

These fee's are needed to complete the new Carrier Tech building portion of
the project along with the Modernization & site work. The original proposal
/agreement was based on only a single project with one application number
completed & close out by early August of 2013.

This will require approximately 340 additional Hours for August through
October for closeout.

The primary inspector on this project Jason R. Zalinski & our staff will
support this project on as needed basics.

The service will include coordination & monitoring of special inspectors,
observance to inspection of work performed on site, preparation of project
related closeout documents and administrative services to support the above.

Project is to be closed out within 1 month of final punch list. Additional fees
will be charged @ present hourly rate for any additional work after the month
TOTAL ESTIMATED COST

\$30,600

I am again looking forward to working with you & the team at OUSD.

Sincerely,
Jason R. Zalinski



1.



The basic facility needs of students such as proper lighting, functional air conditioning control and well maintained buildings, not only convey the message that we value our students and teachers, but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Jason Zolovick for Inspection Services on behalf of the District at Calvin Simmons Improvements and Career Tech Lab Project, for an amount not to exceed \$205,000.00. The term of this Agreement shall commence on June 18, 2012 and shall conclude no later than August 31, 2012.

Fiscal Impact

Measure B

Attachments

- Independent Consultant Agreement including scope of work

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

CALVIN SIMMONS IMPROVEMENTS AND CAREER TECH LAB

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 6th day of April, 2012 by and between the Oakland Unified School District, Oakland, California ("District"), and Jason Zalinski ("Consultant"). (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to provide inspection services for the new Career Tech Lab, some revisions in the existing school, and a new turf athletic field. Hourly rate will be \$90.00 per hours, 4 to 10 per day for 14 months.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence **June 18, 2012** and conclude no later than **August 31, 2012.**

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

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two hundred five thousand, two hundred dollars and no cents (\$205,200.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses, paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venture of the District, and shall not be entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State unemployment compensation or Workers' compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to normal full-time employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the duties of the work District being interested only in the results achieved.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.

8. Performance of Services.

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

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

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's ultimate right of inspection and supervision to ensure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of these projects.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all formulas, formulas, procedures, processes, systems, methods, ideas, dialogue, compositions, writings, teleplays and other products prepared for, written for, or submitted to the District and/or used in connection with the Agreement, shall be wholly original to Consultant and shall not be copied or otherwise taken from any other source, except that submitted to Consultant by District as a direct result of services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters incidental to this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in and to matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant proceeds to use of Consultant's

11/15/2010 11:47 AM

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11/15/2010 11:47 AM

shall be confidential until the time of the public disclosure and distribution of the matters, for any purpose and in any jurisdiction.

- 1.1 **Audit** Consultant shall maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant pursuant to this Agreement. Consultant shall retain these books, records, and systems of account during the term of the Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit accounts, and make extracts, copies, and transcripts from all books and records, and to make copies of all bills, statements, invoices, records, and other data related to the business operations of Consultant. Audits may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audits during reasonable business hours, unless Consultant otherwise consents.

Termination

- 1.1 **Without Cause By District** District may, at any time, with or without reason, terminate this Agreement and discontinue Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to end further performance of services by Consultant. Notice shall be deemed given when received by the Consultant no later than three days after the day of mailing, whichever is earlier.

- 1.2 **Without Cause By Consultant** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to pay Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services by Consultant. Consultant acknowledges that this thirty (30) day notice period is given to facilitate the District's attempt to procure the Service from another source.

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

- 1.3.1 Consultant's breach of this Agreement by the Consultant; or
- 1.3.2 any act by Consultant which renders District liable to others for personal injury or property damage; or
- 1.3.3 Consultant is arrested or bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

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

- 1.4 **Indemnification** To the fullest extent permitted by California law, Consultant shall

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

14. Insurance

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

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

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

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

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

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any

34 Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35 Calculation of Time. For the purposes of this Agreement, "days" refer to calendar days unless otherwise specified.

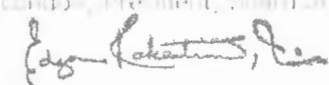
36 Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.


37 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

OAKLAND UNIFIED SCHOOL DISTRICT

July Cardon, President, Board of Education


Edgar Rakestraw, Jr., Secretary, Board of Education


Timothy White, Associate Superintendent Facilities Planning and Management

Date: 5/1/12
Date: 5/1/12
Date: _____

JASON ZALINSKI, IOR



APPROVED AS TO FORM:


Catherine Block, Director, Council

Date: 5/3/12

Form 2011-12-10
City of Oakland Procurement and Finance Dept. 100
Project Number: 100

File ID Number: L-11111
Introduction Date: 5/1/12
Enactment Number: 11111
Enactment Date: 5/1/12
By: [Signature]

Information regarding Consultant:

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

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

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

(See Attached Proposal)

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	Calvin Simmons Middle School

Basic Directions	
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.	
Attachments:	If not for general liability insurance including certificates and endorsements if contract is over \$15,000 <input type="checkbox"/> Checked
	If not for workers compensation insurance certification, unless vendor is a sole provider <input type="checkbox"/> Checked

Contractor Information			
Contractor Name	Jason Zalinski	Agency's Contact	Jason Zalinski
Contractor ID #	1021102	Title	IOR
Address	3057 San Pablo Avenue	City	Oakland State CA Zip 94612
Phone	510-532-3453	Policy Expires	
Contract History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CLM# Project #	57140		

Term		
Date Work Will Begin	8-18-2012	Date Work Will End By <small>(not more than 9 years from start date)</small>
		8-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$205,200.00
Pay Rate Per Hour (if any)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Measure B	2059901820	6235	\$205,200.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge the work will be provided under a PO was issued.</small>				
Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7082
Capital Program Contract & Accounting Manager				
1	Signature 	Date Approved	4-24-12	
General Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved	5-8-12	
Associate Superintendent, Facilities Planning and Management				
	Signature 	Date Approved		
President, Board of Education				
4.	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Calvin Simons Improvements and Career Tech Lab	Site	205
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification unless vendor is a sole provider		

Contractor Information			
Contractor Name	Jason R. Zalinski	Agency's Contact	Jason Zalinski
OUSD Vendor ID #	1021892	Title	Inspector of Record
Street Address	2601 San Pablo Avenue	City	Oakland State CA Zip 94612
Telephone	209-652-9453	Policy Expires	8-3-2014
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	07140		

Term			
Date Work Will Begin	6-18-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-31-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 235,800.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 30,600.00
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities Fund	2059003821	6235	\$30,600.00

Approval and Routing (In order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1	Director, Facilities Planning and Management			
	Signature		Date Approved	9/26/13
2	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	9-20-13
3	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4	Vernon Hal, Deputy Superintendent			
			Date Approved	
5	President, Board of Education			
	Signature		Date Approved	

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information

Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	205
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Basic Directions

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

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

Contractor Name	Jason R. Zalinski	Agency's Contact	Jason Zalinski		
OUSD Vendor ID #	1021892	Title	Inspector of Record		
Street Address	2601 San Pablo Avenue	City	Oakland	State	CA
Telephone	209-652-9453	Policy Expires	8-3-2014		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes x <input checked="" type="checkbox"/> No		
OUSD Project #	07140				

Term

Date Work Will Begin	6-18-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 251,850.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 16,150.00
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
7710	County School Facilities Fund	2059003821	6235	\$16,150.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature		Date Approved	4/14/14
2.	General Counsel, Department of Facilities Planning and Management	Signature		Date Approved	4-17-14
3.	Associate Superintendent, Facilities Planning and Management	Signature		Date Approved	
4.	Vernon Hal, Deputy Superintendent	Signature		Date Approved	4/28/14
5.	President, Board of Education	Signature		Date Approved	

AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information

Project Name	Calvin Simmons Improvements and Career Tech Lab	Site	205
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Basic Directions

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

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

Contractor Name	Jason R. Zalinski	Agency's Contact	Jason Zalinski		
OUSD Vendor ID #	I021892	Title	Inspector of Record		
Street Address	2601 San Pablo Avenue	City	Oakland	State	CA
Telephone	209-652-9453	Policy Expires	8-3-2014		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee?	<input type="checkbox"/> Yes x <input checked="" type="checkbox"/> No		
OUSD Project #	07140				

Term

Date Work Will Begin	6-18-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-31-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$ 251,850.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 16,150.00
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
7710	County School Facilities Fund	2059003821	6235	\$16,150.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	4/14/14		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	4-17-14		
	Associate Superintendent, Facilities Planning and Management				
3.	Signature	Date Approved			
	Vernon Hal, Deputy Superintendent				
4.		Date Approved	4/28/14		
	President, Board of Education				
5.	Signature	Date Approved			