Board Office Use: Le	egislative File Info.
File ID Number	11-3288
Committee	Facilities
Introduction Date	1-11-2012
Enactment Number	
Enactment Date	



Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date

January 11, 2012

Subject

Amendment No. 2, Professional Services Facilities Contract - Jason Zalinski -

Skyline High School Wellness Center Project

Action Requested

Approval by the Board of Education of Amendment No. 2, Professional Services Facilities Contract with Jason Zalinski for Inspection Services on behalf of the District at Skyline High School Wellness Center Project, in an amount not-to exceed \$8,100.00 increasing previous contract amount from \$19,800.00 to a not to exceed amount of \$27,900.00. All remaining portions of the agreement

shall remain in full force and effect as originally stated.

Background

The Inspector of Record is a requirement of the Division of State Architect (DSA) on all DSA construction projects.

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,



Community Schools, Thriving Students

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, Professional Services Facilities Contract with Jason Zalinski for Inspection Services on behalf of the District at Skyline High School Wellness Center Project, in an amount not-to exceed \$8,100.00 increasing previous contract amount from \$19,800.00 to a not to exceed amount of \$27,900.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding sources for this project are Resource Codes: 9299, 9399 and 9499.

Attachments

Professional Services Contract including scope of work

Key Code:

3069901891-6235



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jason Zalinski.</u> OUSD entered into an Agreement with CONTRACTOR for services on <u>January 12, 2012,</u> and the parties agree to amend that Agreement as follows:

1.	Services	: 🗆	The scope of work	is <u>unchanged</u> .	x The scope of work has cl	hanged.
					vised scope of work including description additional pages as necessary. Attach	
					ded services: The scope of the project dedule of the Skyline Wellness Center	
2.		,		ract is unchanged		as <u>changed</u> .
	If ter (days	m is changed s/weeks/months	d: The contract s), and the amen	term is extended ded expiration date	d by an additional, 20	·
3.			e contract price is		☐ The contract price has cha	nged.
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	and t	he new contrac	ct total is <u>Twenty</u>	-seven thousand	I, nine hundred dollars and no ce	nts (\$27,900.00)
4.				ovisions of the A	Agreement, and prior Amendment	(s) if any, shall remain
5.	Amendn	nent History:				
	ПТ	here are no prev	ious amendments	to this Agreement.	x This contract has previously been a	amended as follows:
	No.	Date	Ge	eneral Description of	f Reason for Amendment	Amount of Increase (Decrease)
	1	9-14-2011	Services on the contractor has e	Skyline Wellness exceeded the contra is \$90.00 per hour	vide additional Inspector of Record Center Project during the period the act schedule. The fee is as follows: for a total of 50 hours distributed over	\$4,500.00
6.					nall be made to Contractor until it is ap nt as their designee.	proved. Approval requires
(DAKLAND	UNIFIED SCHOO	OL DISTRICT		CONTRACTOR	
					On notife	12-1-11
-	Jody Londo	n, President, Boa	ard of Education [Date	Contractor Signature	Date
- E	Edgar Rake	straw, Jr., Secret	tary [Date	Print Name, Title	
	Board of Ed			Date		
		ite, Assistant Su anning and Mana		Date		

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Jason Zalinski

Billing Rate: Eight thousand, one hundred dollars and no cents (\$8,100.00)

Description of Services to be Provided

<u>Jason Zalinski</u> will provide a maximum of <u>90 hours</u> of services at a rate of <u>end no par hour</u> for a total not to exceed \$8,100.00.

1. Goals or Objectives

Additional inspection services.

2. Description of Services to be Provided

The scope the project is to provide additional inspector of Record Services on the Skyline Wellness Center Project during the period the contractor has exceeded the contract schedule. The fee is as follows: The hourly rate is \$90.00 per hour for a total of 50 hours distributed over a period of 4 weeks.

3. Deliverables

Inspection records.

nection/Construction Co

Jasoni zatiriski@giriait.com

Board Office Use: Le	gislative File Info.
File ID Number	11-2205
Committee	Facilities
Introduction Date	9-7-2011
Enactment Number	11-1766
Enactment Date	9-14-11 82



Community Schools, Thriving Students

Memo

To

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent Facilities Planning and Management

Board Meeting Date

September 14, 2011

Subject

Amendment No. 1, Professional Services Facilities Contract - Jason Zalinski-

Skyline Wellness Center Project

Action Requested

Approval by the Board of Education of Amendment No. 1, Professional Services Facilities Contract with Jason Zalinski Inspector of Record Services on behalf of the District at Skyline Wellness Center, in an amount not-to exceed \$4,500.00 increasing previous contract amount from \$15,300.00 to a not to exceed amount of \$19,800.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background

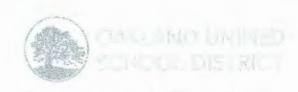
Inspector of Record services are required by Division of State Architect on all projects.

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



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AMENDMENT NO. A TO PROFESSIONAL SERVICES CONTRACT

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

SCOPE OF WORK

Contractor Name: Jason Zalinski

Billing Rate: Four thousand, five hundred dollars and no cents (\$4,500.00)

Description of Services to be Provided

<u>Jason Zalinski</u> will provide a maximum of <u>50 hours</u> of services at a rate of <u>\$90.00 per hour</u> for a total not to exceed <u>\$4,500.00</u>.

Goals or Objectives

Additional inspection services

2. Description of Services to be Provided

The scope the project is to provide additional Inspector of Record Services on the Elmhurst Wellness Center Project during the period the contractor has exceeded the contract schedule. The fee is as follows: The hourly rate is \$90.00 per hour for a total of 50 hours distributed over a period of 4 weeks.

3. Deliverables

Inspection services.

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

June 8, 2011

Oakland Unified School District Attn: Calvin Ransom 955 High St, Oakland, CA 94601

Dear Mr, Ransom,

I'm sending this proposal per your request for the completion of Elmhurst Health Clinic Project. DSA Appl, #01-111483

Additional services are required do the extended schedule of project.

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.

We propose to provide this project w/ onsite and administrative services of appox, 2 hours a day & project close out.

1) On-Site observation of work ,inspections & administration services of an additional four weeks & close out equaling 50 hour @ \$90.00 =\$4500.00

Total Estimated cost is \$4500.00

Bart Britton is the primary inspector on this project and I Jason R. Zalinski will support this project on as needed basics & close out of project.

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 3 months of final punch list. Additional fees will be charged @ present hourly rate for any additional work after the 3 months.

DSA projects are subjected to DSA approval. Again, I look forward to working with the team at OUSD.

Sincerely, Jason R. Zalinski

Board Office Use: Le	gislative File Info.
File ID Number	11-0160
Committee	Facilities
Introduction Date	2-1-2011
Enactment Number	11-0181
Enactment Date	2-9-1



Community Scrowls, In this Duckaus

Memo

То

Board of Education

From

Tony Smith, Ed.D., Superintendent

Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date

February 9, 2011

Subject

Professional Services Facilities Contract- Jason Zalinski - Elmhurst Wellness

Center Project

Action Requested

Approval by the Board of Education of a Professional Services Facilities Contract with Jason Zalinski for Inspection Services on behalf of the District at Elmhurst Wellness Center Project, in an amount not-to exceed \$15,300.00. The term of this Agreement shall commence on February 10, 2011 and shall conclude no later than February 10, 2012.

Background

The Inspector of Record services are required by Division of State Architect (DSA).

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.



Community Schools, Thriving Students

The basic facility needs of students such as proper lighting, functional roots, 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 a Professional Services Facilities Contract with Jason Zalinski for Inspection Services on behalf of the District at Elmhurst Wellness Center Project, in an amount not-to exceed \$15,300.00. The term of this Agreement shall commence on February 10, 2011 and shall conclude no later than February 10, 2012.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

Professional Services Contract including scope of work

Key Code:

2029901891-6235



PROFESSIONAL SERVICES FACILITIES CONTRACT

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bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

- 11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.
- 11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
 - 11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- 11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, California 94601

- 11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give use to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.
- 11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.
- 11.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.
- 11.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:
 - 10.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.
- Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
- Assignment: The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express
 prior written consent of OUSD.
- 4. Anti-Discrimination. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, mantal status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- Drug-Free / Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.

VTR/

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EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

DNTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: Jason Zalinski

Billing Rate: Fifteen thousand, three hundred dollars and no cents (\$15,300.00)

Description of Services to be Provided

The scope of the project is to provide the following Inspector of Record services:

- 1. 15house of startup
- 2. 140 hours of onsite observation
- 3. 15 hours of DSA Closeout

The hourly rate is \$90.00 per hour with a combined number of 170 hours.

Notice. This page includes two separate forms

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CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

ie undersigned does hereby certify to the governing board of the District as follows:

Date: / ^ / / · /1

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

ontractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the ontract (check all that apply): The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is Jason A Zalinski The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with the District pupils. ontractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors ming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the ontractor.

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certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by th	IE POLICIES
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), A	UTHORIZED
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(iss) must be endorsed. If SUBROGATION IS WAIVED, subject to

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