



Board Office Use: Legislative File Info.	
File ID Number	13-1064
Committee	Facilities
Introduction Date	8-14-2013
Enactment Number	131563
Enactment Date	8/14/13 JS

Memo

To Board of Education 

From Gary Yee, Ed.D., Secretary of the Board of Education 
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 14, 2013

Subject Amendment No. 1, Professional Services Contract - Jason Zalinski - Havenscourt New Cafeteria and Classroom Project

Action Requested Approval by the Board of Education of Amendment No. 1, Professional Services Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Havenscourt New Cafeteria and Classroom Project, in an amount not-to exceed \$39,600.00 increasing previous contract amount from \$237,600.00 to a not to exceed amount of \$277,200.00 and revising the end date from May 27, 2010 through June 30, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background The original contract for DSA inspection services was anticipated as a two phase project. The project was changed to three phases.

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, Professional Services Agreement with Jason Zalinski for Division of State Architect Inspection Services on behalf of the District at Havenscourt New Cafeteria and Classroom Project, in an amount not-to exceed \$39,600.00 increasing previous contract amount from \$237,600.00 to a not to exceed amount of \$277,200.00 and revising the end date from May 27, 2010 through June 30, 2013 to December 31, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

The funding source is County School Facilities Fund (35).

Attachments

- Professional Services Contract including scope of work



File ID Number: 13-1664
 Introduction Date: 8/14/13
 Enactment Number: 13-1563
 Enactment Date: 8/14/13
 By: OA

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 June 26, 2013, 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 Division of State Architect Inspection for the Havenscourt New Classroom and cafeteria Building project.</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 <u>One year and six months</u>, and the amended expiration date is <u>December 31, 2014</u>.</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 style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$39,600.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is Two hundred seventy-seven thousand, two hundred dollars and no cents (\$277,200.00)</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

[Signature]
 David Kakashiba, President,
 Board of Education

8/15/13
 Date

[Signature]
 Gary Yee, Ed.D., Secretary
 Board of Education

8/15/13
 Date

[Signature]
 Timothy White, Associate Superintendent
 Facilities, Planning and Management

 Date

CONTRACTOR

[Signature]
 Contractor Signature

7-11-13
 Date

Jason R. Zalinski
 Print Name, Title

owner

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Thirty-nine thousand, six hundred dollars and no cents (\$39,600.00)

Description of Services to be Provided

Jason Zalinski will provide a maximum of 440 hours of services at a rate of \$90.00 per hour for a total not to exceed \$39,600.00.

1. Description of Services to be Provided

The scope of the project is to provide additional DSA inspection service.

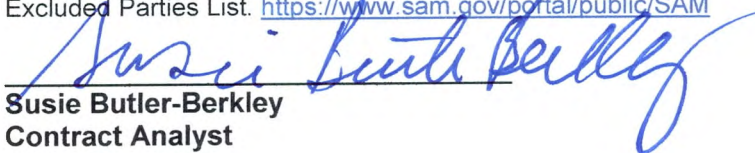
2. Specific Outcomes:

Create equitable opportunities for learning. 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
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

June 8, 2013

Oakland Unified School District
Attn: Eric Scheuermann
955 High st, Oakland, CA 94601

Dear Mr. Scheuermann

I'm sending this proposal per your request for the completion of the Havenscourt projects. DSA Appl, #01-111301 Temporary Classrooms. DSA Appl,# 01-111800 Temporary Dinning & DSA Appl,# 01-111714 New Classroom & Cafeteria building

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 building portion of the project. The original proposal / agreement dated March 10, 2010 was based on only the temp portable classrooms & new buildings completion by august of 2012. It did not include the temp cafeteria portable's portion in which was constructed as a phase 2 of 3 total phases in stead of two. As well as completing one year later then the original proposal.

This will require approximately 440 additional Hours from mid July through September's closeout.

The primary inspector on this project will be Steve Pahl & our staff will support this project on as needed basics. 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

\$39,600

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)

07/05/2013

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): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ZALAN-1	
	INSURED Jason & Barbara Zalinski 2518 Shiells Road Newman, CA 95360		INSURER(S) AFFORDING COVERAGE INSURER A : CNA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		2084409539	08/03/2012	08/03/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		CCFICR1458576	11/09/2012	11/09/2013	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			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 GKR/McCarthy.
 Regarding Project: Havens Court Middle School

CERTIFICATE HOLDER XXXXXXXX Oakland Unified School Distric Dept.of Facil.Plan.& Mngmt. Timothy E. White, Asst.Spr. 955 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Havenscourt New Cafeteria and Classroom	Site	207
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 Zalinski	Agency's Contact	Jason Zalinski				
OUSD Vendor ID #	I021892	Title	DSA Inspector of Record				
Street Address	2601 San Pablo Avenue	City	Oakland	State	CA	Zip	94612
Telephone	209-652-9453	Policy Expires	8-3-2013				
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 #	07030						

Term			
Date Work Will Begin	5-27-2010	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$277,200.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 39,600.00
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	2079003835	6235	\$39,600.00

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	Fax	510-535-7082
1.	Accounting Manager			
		Date Approved	7/18/13	
2.	General Counsel, Department of Facilities Planning and Management			
		Date Approved	7-23-13	
3.	Associate Superintendent, Facilities Planning and Management			
		Date Approved		
4.	President, Board of Education			
		Date Approved		



OAKLAND UNIFIED
SCHOOL DISTRICT

Board Office Use: Legislative File Info.	
File ID Number	10-0751
Committee	Facilities
Introduction Date	5-4-2010
Enactment Number	10-0716
Enactment Date	5-12-10

BJ

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date May 12, 2010

Subject Professional Services Contract - Jason Zalinski - Havenscourt New Classroom & Cafeteria Building Project

Action Requested Approval by Board of Education of a Professional Services Agreement with Jason Zalinski for Inspection Services at Havenscourt New Classroom & Cafeteria Building Project in an amount not to exceed \$237,600.00. The term of this Agreement shall commence on May 27, 2010 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, June 30, 2013, whichever occurs first.

Background As required by the State of California, new construction, renovation and addition projects at school sites involving structural, disabled access barrier removal and fire/life safety elements must be inspected during construction by an inspector certified by the Department of the 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.

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 Board of Education of a Professional Services Agreement with Jason Zalinski for Inspection Services at Havenscourt New Classroom & Cafeteria Building Project in an amount not to exceed \$237,600.00. The term of this Agreement shall commence on May 27, 2010 and shall conclude upon completion of the project, or permanent abandonment of the Project by the District, June 30, 2013, whichever occurs first.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work



PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and Jason Zalinski (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- 1. Services: The CONTRACTOR shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work").
2. Terms: CONTRACTOR shall commence work on 5-27-2010. The work shall be completed no later than 6-30-2013.
3. Compensation: OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two hundred thirty-seven thousand, six hundred dollars and no cents (\$237,600.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: NA

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

- 4. Submittal of Documents: CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below.
- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements

- 5. Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: NA

- 6. CONTRACTOR Qualifications / Performance of Services.
a. CONTRACTOR Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
b. Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 7. Notices/Invoicing: All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Table with 2 columns: OUSD Representative and CONTRACTOR. Rows include Name, Site /Dept., Address, and Phone.

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
 - a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.
10. **Insurance:**
 - 9.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
 - 9.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
 - 9.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.
 - 9.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.
 - 9.1.4 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.
 - 9.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:
 - 9.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.
 - 9.2.2 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.
 - 9.3 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

9.4 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 rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

9.5 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.

9.6 *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.*

9.7 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.

9.8 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:

9.8.1 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.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **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, marital 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).
14. **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.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:
 - a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the

name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.

17. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
18. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
19. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 - a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
27. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
28. **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 given the proper authority and empowered to enter into this Agreement.
29. **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.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference

Professional Services Contract

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent

5/27/06
Date

[Signature]
Secretary,
Board of Education

5/27/06
Date

[Signature]
Assistant Superintendent,
Department of Facilities Planning and Management

Date

CONTRACTOR

[Signature]
Contractor Signature

4-2-10
Date

Jason R Zalozski
Print Name, Title

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: Two hundred thirty-seven thousand, six hundred dollars and no cents (\$237,600.00).

Description of Services to be Provided

Consultant will provide inspection services in accordance with the guidelines set forth by the Division of the State Architect and mandated by the State of California for public school construction and improvement at the **Havenscourt New Classroom & Cafeteria Building Project** located at **Havenscourt Middle School ,1390-66th Avenue, Oakland, California, 94621.**

COMPENSATION AND PAYMENT:

As full compensation for services (as outlined in Appendix A) performed, Consultant shall be paid \$90.00 hour for DSA certified and approved project inspection in an amount not to exceed a fee **Two hundred thirty-seven thousand, six hundred dollars and no cents (\$237,600.00).**

REIMBURSABLE EXPENSES:

Reimbursable expenses, if any, will be included in the basic compensation amount, and there shall be no additional reimbursable expenses paid as a part of this contract.

• **SCOPE OF BASIC SERVICES**

1.1 Criteria: Work shall be performed in accordance with all applicable and most current codes, laws, regulations, and professional standards, including, but not limited to, applicable District design criteria. The services performed under this Agreement may be part of a school building project funded in whole or in part by Leroy F. Greene State School Building Funds (E.C. 17700). Therefore, the Consultant's full compliance with the applicable Disabled Veterans' Business Enterprise (DVBE) regulations promulgated by the State Allocation Board, for Greene Act funding, is mandatory. As required by the State Allocation Board regulations, the Consultant's satisfactory compliance shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Consultant shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

1.2 Inspector shall provide, as authorized in advance by District and in the manner described below, the following construction phase inspection services to District:

1.2.1 Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services (DSA/ORS) can verify the Project work when complete.

1.2.2 The duties of Consultant will include all activities required to develop and maintain personal knowledge of the Project work, generally including the following: preparing reports, maintaining codes, documents, submittals and records, developing and maintaining a field check list and Work Progress Charts, reviewing as-built drawings, change order proposals and requests for payment, reporting Project delays, performing Project close-out procedures, and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I, of the California Code of Regulations, and as required by the Education Code "Field Act".

1.2.3 Services will include, but shall not be limited to, the following:

1.2.3.1 Maintaining copies of the most recent relevant Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The code shall include, at a minimum: (1) the State Uniform Plumbing Code; (2) the State Uniform Mechanical code; (3) the State and National Electric Code [s], (4) the State Uniform Building Code; and (5) the State Accessibility Standards and Interpretive Regulations;

1.2.3.2 Studying and analyzing the Construction Contract and the Contract Documents, and notifying the Architect and District project manager immediately of any inconsistencies and/or perceived omissions in the Contract Documents;

1.2.3.3 Maintaining records at the site in an orderly manner, including the Construction Contract and approved Contract documents, Addenda, Supplements, Change Orders, Field Orders, structural and utility records, submittals, correspondences, approved shop drawings and all reports hereinafter required.

1.2.3.4 Reviewing portions of the Project work which require testing of materials or systems, including verification that testing and/or engineering laboratories and/or individuals are qualified to undertake required tests.

1.2.3.5 Inspecting all materials delivered to the Project site for conformance with Contract requirements; verification of special inspections when applicable; requiring that materials be stored so that they will neither interfere with the Project work nor incur damage from weather or other causes;

1.2.3.6 Notifying District and Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Consultant believes he is not qualified to judge the acceptance of such materials and /or work;

1.2.3.7 Attending all Project meetings;

1.2.3.8 Maintain a photographic record of activities and conditions at the Project site.

1.2.3.9 Tracking labor performed and materials used in any unit cost and/or cost-plus type of work, reporting data to the Architect and District;

1.2.3.10 Developing and utilizing a Field check List including all Project work divided by trade;

- 1.2.3.11 Receiving a Progress Schedule, in a form approved by the Architect, detailing start and finish date for Project work; updating the Schedule weekly to reflect Project progress; alerting District and the Architect of departures from the Schedule and/or conditions that may cause Project delays;
- 1.2.3.12 Prepare three series of reports, including:
 - 1.2.3.12.1 Daily Diary Reports: Reports to be created daily to include: (a) the approximate number of workers in each craft or trade; (b) identification of visitors to the site; (c) any observations of the Consultant and/or Architect, (d) general weather conditions; (e) Project status; (f) deviations from the plans and specifications (if any) and corrective action required regarding same; (g) persons notified of any corrective actions deemed necessary;
 - 1.2.3.12.2 Semi-monthly Reports: Reports shall be submitted on 1st and 16th day of each month of Project work;
 - 1.2.3.12.3 Verified Progress Reports: Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
- 1.2.3.13 The Inspector shall be familiar with the Testing and Inspection Sheet ("T&I Sheet") issued for the Project by the DSA and shall request special deputy inspectors as necessary and order special test as required by the T&I Sheet, the District or the DSA. The Inspector shall transmit all such samples to the Laboratory for analysis upon completion of all such test and special inspection. The Inspector shall retain a copy of all results and shall transmit a copy of all results and each test or inspection to the DSA, the Project Architect, the Project Manager and the District.
- 1.2.3.14 The District and all Districts projects are "drug-free" and "smoke-free" workplaces and, as such, require that all persons at the Project sites (including the Consultant) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of the payments or termination for failure to comply with such Act. The Consultant shall cause the removal of any personnel working on the Project site in violation of the Act.
- 1.2.3.15 Providing notice of specific benchmarks during the course of construction to DSA, the State Fire Marshall ("SFM"), the District and the Architect, including (1) forty-eight hours notice of the date Project work will be started where the work is under the jurisdiction of DSA; (2) forty-eight hours notice of the date on which the first foundation trench will be complete and ready for footing forms; (3) forty-eight hours notice of the first pour of concrete; (4) notice of any suspension of Project work for a period greater than two weeks; (5) forty-eight hour notice of when any new phase of work is to be started, including (a) structural steel; (b) wood framing; (c) lathe and plaster; (d) painting; and (e) title work; (6) forty-eight hour notice of the first or principal tests electric, water, gas and / or sewer pipes; (7) notice of any hazard to persons or property, such as the occurrences of any serious accident, fire or failure of any form work or scaffolding, immediately upon such occurrences, (8) any comments regarding conflicts in work, and suggestions made by official representatives of DSA, SFM, public authorities, utility companies, or the District;
- 1.2.3.16 Issuing notices of non-compliance to the Contractor, with copies to the Architect and the District, for any deviations from the requirements of the Contract Documents, and preparation of a log of all discussions of such deviations. Consultant shall take special care to insure that he/she does not issue instructions to the Contractor that will result in claim for extra compensation or a claim for an extension in the time of Contract completion;
- 1.2.3.17 Verification that all subcontracted work is done by licensed subcontractors who are listed in the Contract Documents and/or specially approved by the District.
- 1.2.3.18 Allowing changes from contract Documents to proceed only when either a full Change Order is in place or upon receipt of a Preliminary Change Order, based upon DSA informal approvals or at the direction of the District.
- 1.2.3.19 Participation in the Change Order approval process by reviewing proposed changes to the work and assisting in determining the appropriate cost and time impact of the change;

- 1.2.3.20 Comparing Contractor's monthly request for payment with the Schedule of Values by Contractor and approved by Architect to determine that the request is consistent with work completed; certify or recommend denial of the request for payment and forward to Architect for action;
- 1.2.3.21 Inspecting on a weekly basis, of "As-Built Drawings" annotated daily by of a current set of plans and specifications which incorporate all changes, revisions and clarifications received from Architects; final review, approval and transmission of final As-Built Drawings to Architect at Project Completion;
- 1.2.3.22 Reporting of any Project delays, including provision of a report to Architect and District fully outlining the status of the Project and the reason for delay, and listing missing items and incomplete work;
- 1.2.3.23 Creating a punchlist of items to be adjusted at Project Substantial Completion; transmission of punchlist to Architect and District for;
- 1.2.3.24 Confirming that Fire Life Safety and electronic grounding tests have been successfully completed.
- 1.2.3.25 Assuring that at a Project Completion all training manuals, guarantees and extra stock items are received by the District.
- 1.2.3.26 Undertaking additional related tasks as directed by the District.

Notice: This page includes two separate forms.

Directions:

CONTRACTOR Type	Directions
Contractors with employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Attach proof of general liability and workers' compensation insurance
Contractors with no employees	<ul style="list-style-type: none"> ✓ Complete Workers' Compensation Certification below ✓ Either attach proof of general liability insurance or, if eligible, complete request for waiver below.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

Check only one of the boxes below.

<input type="checkbox"/> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.	<input checked="" type="checkbox"/> I do not employ anyone in the manner subject to the workers' compensation laws of California.
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CONTRACTOR Name: Jason R Zalinski

Contractor Signature: *Jason R Zalinski* Date: 4-2-10

Print Name and Title: Jason R Zalinski OWNER

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with OUSD prior to performing any Work under this Contract.)

GENERAL LIABILITY INSURANCE WAIVER REQUEST FORM

The following conditions must be satisfied in order to qualify for a waiver of Oakland Unified School District's requirement of general liability insurance requirement:

1. Contract is for less than \$15,000
2. Good history with the District. If the contractor has worked with OUSD in the past they received a good evaluation and there were no prior complaints, problems or injuries from prior contracts.

I request a waiver of the general liability insurance requirement. I certify that I meet the above criteria.

CONTRACTOR Name: _____

Contractor Signature: _____ Date: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER RICO, Pfitzer, Pires & Assoc. P.O. Box 129 Quatine CA 95322 Phone: 209-854-2000 Fax: 209-854-2520		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Jason & Barbara Kalinski 2518 Shiella Road Newman CA 95360		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: CNA	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. APPLICABLE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	ADDITIONAL HEAD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR (GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	2084409539	08/03/09	08/03/10	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$ 300,000 MED EXP (Any one person): \$ 10,000 PERSONAL & ADM INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMPLETION AGG: \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2084412408	08/03/09	08/03/10	COMBINED SINGLE LIMIT (EA ACCIDENT): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ 1,000,000 PROPERTY DAMAGE (Per accident): \$ AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA/NO: \$ ACC: \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA/NO: \$ ACC: \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PROTESTABLE RETENTION: \$				EACH OCCURRENCE: \$ AGGREGATE: \$ C: D: E: F:
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe limit SPECIAL PROVISIONS below: OTHER:				VEC STATUS-TONY LIMITS: OTHER: E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ F.L. DISEASE - POLICY LIMIT: \$

DESCRIPTION OF OPERATION(S) / LOCATION(S) / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured District, its Directors, Officers, Employees, Agents & Representatives, including GKK/McCarthy.

CERTIFICATE HOLDER

Oakland Unified School District
 Dept. of Facil. Plan. & Mngt.
 Timothy E. White, Asst. Spx.
 955 High Street
 Oakland CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL Endeavor TO MAIL 10 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PRODUCER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:
 Lucia Fayer

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information

Project Name	Havenscourt New Classroom & Cafeteria Building	Site	Havenscourt Middle School
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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 Zalinski	Agency's Contact	Jason Zalinski
OUSD Vendor ID #	1021892	Title	Inspector of Record
Street Address	2601 San Pablo Avenue	City	Oakland
Telephone	209-652-9453	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Policy Expires	8-3-2010
OUSD Project #	07030	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Term

Date Work Will Begin	5-27-2010	Date Work Will End By (not more than 5 years from start date)	6-30-2013
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$237,600.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
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 #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	2079901811	6235	\$237,600.00
				\$

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	Charles Love	Phone	510-879-8389	Fax	510-879-3673
	Capital Program Contract & Accounting Manager					
	Signature		Date Approved	4-6-10		
2.	General Counsel, Department of Facilities Planning and Management					
	Signature		Date Approved	4-19-10		
3.	Assistant Superintendent, Facilities Planning and Management					
	Signature		Date Approved			
4.	President, Board of Education					
	Signature		Date Approved			