

Board Office Use: Legislative File Info.	
File ID Number	22-1451
Introduction Date	6-22-2022
Enactment Number	22-1241
Enactment Date	6/22/2022 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date June 22, 2022

Subject Amendment No. 1, General Services Agreement – Jensen Hughes – Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No.1, General Services Agreement by and between the **District** and **Jensen Hughes**, Oakland, CA, for the **Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project**, extending the term of Agreement from **May 31, 2022 to June 29, 2023, (an additional 394 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion This Amendment is for three hundred ninety-four (394) calendar days' extension to the term date. No change to scope of work or price.

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No.1, General Services Agreement by and between the **District** and **Jensen Hughes**, Oakland, CA, for the **Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project**, extending the term of Agreement from **May 31, 2022 to June 29, 2023, (an additional 394 calendar days)**, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Fiscal Impact Fund 21 Building Fund, Measure B

Attachments

- Amendment No. 1, including Exhibits
- Routing Form

AMENDMENT NO. 1

GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Jensen Hughes**. OUSD entered into an agreement with CONTRACTOR for services on **June 3, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Martin Luther King, Jr. Elementary School Fire & Intrusion Alarm Project** as follows:

1.	Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input 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.</p> <p>The CONTRACTOR agrees to provide the following amended services: No change to scope of work. Time Extension Only.</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 Three Hundred Ninety-Four Days (394), and the amended expiration date is June 29, 2023. The current end date is May 31, 2022.</p>			
3.	Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The not to exceed contract price is</p> <p><input type="checkbox"/> Increased by: _____</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was _____ and after this amendment, the not to exceed contract price will be: _____:</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 Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Jensen Hughes – Martin Luther King, Jr. Elementary School Fire Intrusion Alarm Project - \$0

OAKLAND UNIFIED SCHOOL DISTRICT

850.44

Gary Yee, President, Board of Education

6/23/2022

Date

[Signature]

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

6/23/2022

Date

[Signature] 6/23/2022

Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

CONTRACTOR

[Signature] 5/26/2022

Contractor Signature Date

David M. Secoda, Senior Consultant

Print Name, Title

Approval as to form:

[Signature] 5/26/22

Arne Sandberg [name] Date
General Counsel, Facilities, Planning and Management

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.

2. Specific Outcomes:

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 checked="" 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



DIVISION OF FACILITIES PLANNING and MANAGEMENT ROUTING FORM

Project Information

Project Name	Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project	Site	182
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	Jensen Hughes	Agency's Contact	David Secoda
OUSD Vendor ID #	002281	Title	Manager
Street Address	1220 Concord Avenue, Ste. 400	City	Concord
Telephone	925-257-5145	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Zip	94520
OUSD Project #	15111	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-3-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-29-2023

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$0
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
9399 9654	Fund 21 Measure B	210-9399-0-9654-8500-6215-182-9180-9001-9999-15111	6215	\$0

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.	Executive Director, Facilities Planning & Management				
	Signature	Date Approved	5/31/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5/26/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved	5/31/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of this population group. This paper discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The paper is divided into three main sections. The first section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The second section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The third section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The fourth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

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The eleventh section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twelfth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The thirteenth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

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The sixteenth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The seventeenth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The eighteenth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The nineteenth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twentieth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twenty-first section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twenty-second section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twenty-third section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twenty-fourth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

The twenty-fifth section discusses the need for a new approach to the care of older people, and the need for a new approach to the care of older people.

Board Office Use: Legislative File Info.	
File ID Number	21-1182
Introduction Date	6-2-2021
Enactment Number	21-0940
Enactment Date	6/2/2021 er



Memo

To Board of Education

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

Board Meeting Date June 2, 2021

Subject General Services Agreement – Jensen Hughes – Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement between the District and Jensen Hughes, Concord, California, for the latter to provide fire & intrusion alarm design and construction administration services, which includes assistance with bidding, construction administration and updating the plans for conformance with the current OUSD Fire & Intrusion Alarm System Standards, for the Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project, in the amount of \$80,190.00, which includes a contingency fee of \$7,290.00, with work scheduled to commence on June 3, 2021, and scheduled to last until May 31, 2022.

Discussion Consultant will provide review and preparation of design drawings for fire & intrusion alarm system. Consultant was selected based on specially trained services which does not require competitive bidding. Also, the contract price is under the threshold of \$96,700, which does not require competitive bidding. (Public Contract Code §20111(a) and (d).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Jensen Hughes, Concord, California, for the latter to provide fire & intrusion alarm design and construction administration services, which includes assistance with bidding, construction administration and updating the plans for conformance with the current OUSD Fire & Intrusion Alarm System Standards, for the Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project, in the amount of \$80,190.00, which includes a contingency fee of \$7,290.00, with work scheduled to commence on June 3, 2021, and scheduled to last until May 31, 2022.

Fiscal Impact Fund 21 Measure B

Attachments

- Agreement
- Scope of work
- Insurance Certificate

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

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

- Consultant is providing review and preparation of design Intrusion alarm drawings, which are specially trained services. Also, the price of the contract is just \$80,190.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **June 3, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Jensen Hughes** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Jensen Hughes to provide fire and intrusion alarm design and construction administration services which includes assistance with bidding, construction administration and updating the plans for conformance with the current OUSD Fire & Intrusion Alarm System Standards. The Services include all work described in the April 21, 2021, proposal attached to this Agreement as Exhibit A.
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on **June 3, 2021** and shall terminate upon completion of the Services, but no later than **May 31, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See Exhibit B, attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall be a not-to-exceed fee of **EIGHTY THOUSAND, ONE HUNDRED NINETY DOLLARS NO/100 (\$80,190.00)**, which includes a contingency fee of **\$7,290.00** for additional services. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice

including any additional supporting documentation District reasonably requests.

6. **Indemnity.** Contractor shall, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) (collectively, the “Claims”) to the extent directly arising out of, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor’s obligations under this Agreement, including, but not limited to Contractor’s or the Contractor Parties’ use of the site, Contractor’s or the Contractor Parties’ performance of the Services, Contractor’s or the Contractor Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$ 1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the Contractor’s insurance certificate shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business.

Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

~~11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.~~

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including

but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon request from the District, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of the Parties.** Notwithstanding anything stated herein to the contrary, neither party shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.
24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.
25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.
30. ~~**Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop-down menu, at "Bids and Requests for Proposals."~~
31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
 - Fingerprinting Notice and Acknowledgement.
 - ~~Iran Contracting Act Certification.~~
 - Workers' Compensation Certification.
 - Drug-Free Workplace Certification.
 - ~~Buy American Certification.~~
 - ~~Local Business Participation Form.~~

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

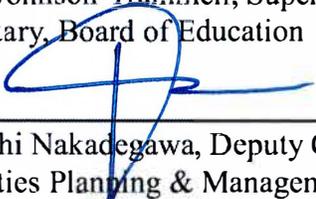
32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

 6/3/2021
Shanthi Gonzales, Date
President, Board of Education

 6/3/2021
Kyla Johnson-Trammell, Superintendent Date
Secretary, Board of Education

 5/6/21
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning & Management

Approved As to Form: 
OUSD Facilities Legal Counsel Date 5/5/21

CONTRACTOR:

JENSEN HUGHES, INC.

By: 

Name: Manuelita E. David

Title: Team Lead + Senior Consultant

Exhibit A

See attached Proposal

EXHIBIT A

April 21, 2021

John Esposito
Facilities Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
john.esposito@ousd.org
+1 510-535-7049

RE: Martin Luther King Jr. Elementary School, 960 10th Street – Oakland, CA
Fire and Intrusion Alarm Design and Construction Administration Services

Dear Mr. Esposito:

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire and intrusion alarm design and construction administration services to the Oakland Unified School District (OUSD) (Client) for the referenced project

Jensen Hughes prepared a fire and intrusion alarm system replacement project for the Martin Luther King Jr. Elementary School under a separate agreement with OUSD. The Division of the State Architect (DSA) approval for Application # 01-117211 was obtained on April 11, 2018. However, completing of the project was deferred by OUSD. The DSA approval of plans has been extended and is valid until March 8, 2022.

The OUSD Fire & Intrusion Alarm Standards have changed since the original DSA approval, and some equipment used in the original 2018 designs has been discontinued.

OUSD has requested Jensen Hughes' assistance with bidding, construction administration, and updating the plans for conformance with the current OUSD Fire & Intrusion Alarm System Standards.

Scope of Services

DESIGN UPDATE

1. Update the fire and intrusion alarm plans and specification in accordance with the 2021 OUSD Fire & Intrusion Alarm System Standards.
2. Prepare an amendment, revision or construction change documents (CCDs) for relevant fire and intrusion alarm design changes. Relevant fire alarm changes include newer model speakers and strobes. Relevant intrusion alarm changes include a newer model intrusion alarm control panel. Fire alarm changes will be submitted to DSA for review and approval.

BID SERVICES

1. Attend one pre-bid meeting arranged by the Client to discuss the project with bidders and provide clarification and technical assistance regarding bidders' questions.
2. Prepare responses to bidders' requests for information (RFIs) during the bid process. Jensen Hughes will provide one addendum, if necessary.

CONSTRUCTION ADMINISTRATION

3. Prepare DSA-required forms for approval of the DSA Project Inspector and Start of Construction. Submit same to DSA for review and approval.
4. Attend one pre-construction and one pre-pull meeting with the selected contractor and Client. Meetings shall be arranged by the Client.
5. Attend one construction kick-off meeting with the selected contractor and Client. Meetings shall be arranged by the Client.
6. Attend weekly project meetings during construction. Meeting minutes shall be recorded and distributed by the Client. A total of 16 weekly meetings are included.
7. Provide appropriate direction to the DSA Project Inspector.
8. Conduct two construction observation visits during construction to ensure compliance and completion in accordance with the approved plans. Construction observation visits will be high-level reviews and are not intended as a substitute for continuous inspection provided by the DSA Project Inspector. Jensen Hughes will provide written comments reflecting items reviewed at the site. It is anticipated that construction observation visits will coincide with construction meetings.
9. Respond to contractor or inspector requests for information concerning interpretation of construction drawings. Prepare RFI responses as appropriate.
10. Provide general consulting regarding the project. This consulting may be used for:
 - A. Mitigating contractor problems and/or conflicts.
 - B. Providing recommendations/solutions.
 - C. Assisting with requests for change orders.
11. Witness the pre- and final acceptance tests of the fire and intrusion alarm systems with the Client, contractor, OUSD Alarm Shop, and Project Inspector. Results of the final tests will be recorded and submitted to the Client. Four site visits are included for systems testing.
12. Conduct one final walk-through at the completion of construction to verify and document that the fire and intrusion alarm systems are installed in accordance with the manufacturer's requirements, OUSD Standards, and the design intent. Prepare a letter report that identifies any deficiencies found during the final walk-through. Submit the same to the Client.
13. Prepare DSA-required verified reports for project close-out.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

1. Additional site visits.
2. Additional meetings.
3. Building, code and accessibility consulting.
4. Review of additional resubmitted shop drawings.
5. Additional construction observation visits beyond the Scope of Services.
6. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
7. Evaluation of the existing fire and intrusion alarm system(s).
8. Automatic sprinkler system design, testing, and consulting.
9. Architectural services, mechanical, structural, or civil engineering and consulting.
10. Additional submittals beyond those described in the Scope of Services.
11. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
12. Smoke control system design and testing/special inspection.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

1. Coordinate and arrange all required meetings and tests.
2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting surveys and site visits.
3. Pay for all fees for securing approval of authorities having jurisdiction.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not to exceed fee of \$72,900.00, including necessary expenses to perform our Scope of Services. OUSD has also included a 10% contingency budget.

<i>Phase</i>	<i>Fees</i>
Design Update	\$25,200
Bid Services	\$3,100
Construction Administration	\$44,600
OUSD Contingency	\$7,290
Total	\$80,190

Exhibit B
Hourly Rate

Standard Billing Rates

The following table reflects our current standard hourly rate range/schedule. Rates are effective as of January 1, 2021 and are subject to change.

<i>Labor Category</i>	<i>Rate</i>
Technical Fellow 2	\$400
Technical Fellow 1	\$350
Sr Consultant 5	\$330
Sr Consultant 4	\$298
Sr Consultant 3	\$289
Sr Consultant 2	\$274
Sr Consultant 1	\$256
Consultant 4	\$236
Consultant 3	\$215
Consultant 2	\$198
Consultant 1	\$189
Associate 4	\$179
Associate 3	\$165
Associate 2	\$144
Associate 1	\$112
Sr Technician	\$132
Technician	\$98
Intern	\$98
Project Admin	\$115
Admin	\$98

Confidential and Proprietary.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project	Site	182
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Name	Jensen Hughes	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
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 #	15111						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	6-3-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-31-2022
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$80,190.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9399 9654	Fund 21 Measure B	210-9399-0-9654-8500-6215-182-9180-9001-9999-99999	6215	\$80,190.00

Approval and Routing (in order of approval steps)

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

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Acting Director, Facilities Planning & Management				
	Signature	Date Approved	5/6/21		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	5/5/21		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	5/6/21		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			