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Enactment Date	11-30-2022 CJH



Memo

To Board of Education

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

Board Meeting Date November 30, 2022

Subject General Services Agreement – Jensen Hughes – The Center Central Commissary at Foster Elementary School – Intrusion Alarm Testing 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 services to witness one intrusion alarm system warranty test, prepare a letter report documenting the results of the test and submit letter to OUSD, for The Center Central Commissary at Foster Elementary School Project, in the not-to-exceed amount of **\$5,500.00**, which includes a contingency fee of **\$500.00**, with work scheduled to commence on **December 1, 2022**, and scheduled to last until **February 28, 2023**.

Discussion Consultant will provide services to witness one intrusion alarm system warranty test, prepare a letter report documenting the results of the test and submit letter to OUSD, for The Center Central Commissary at Foster Elementary School Project

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 services to witness one intrusion alarm system warranty test, prepare a letter report documenting the results of the test and submit letter to OUSD, for The Center Central Commissary at Foster Elementary School Project, in the not-to-exceed amount of **\$5,500.00**, which includes a contingency fee of **\$500.00**, with work scheduled to commence on **December 1, 2022**, and scheduled to last until **February 28, 2023**.

Fiscal Impact Fund 21 Building Fund, Measure B

Attachments

- Contract Justification Form
- Agreement, including Exhibits
- Certificate of Insurance
- • Routing Form

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 will provide professional services to supervise one intrusion alarm system warranty test and prepare a letter report documenting the results of the test and submit letter to the District, for the Center Central Commissary at Foster Elementary School Project.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective December 1, 2022 (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 “Basic Services”) for the Central Commissary at Foster Elementary School project: to witness one intrusion alarm system warranty test, prepare a letter report documenting the results of the test and submit letter to OUSD. The Basic Services include all work described in the October 13, 2022, proposal, which are attached to this Agreement as *Exhibit A*. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **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.** The term for performance of the Services shall begin on **December 1, 2022**, and shall end on **February 28, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term unless the Contractor is delayed for reasons beyond its reasonable control. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. 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. 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 based on the attached Fee Schedule listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase the rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the

Agreement shall not exceed **FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00)**, which consists of a not-to-exceed amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **FIVE HUNDRED DOLLARS (\$500.00)** for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within thirty (30) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

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) of any kind, nature and description (collectively, the "Claims") to the extent directly arising out of, connected with, 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.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, 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, reduced in coverage or in limits 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 certificates 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. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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. **X** 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 termination of this Agreement, 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 Contractor at 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 for performance of the Services under 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 proposal, 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 and insurance documentation 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

850.44 12-1-2022
Date
Gary Yee,
President, Board of Education

[Signature] 12-1-2022
Date
Kyla Johnson-Trammell,
Superintendent, Board of Education

[Signature] 11/8/2022
Date
Tadashi Nakadegawa, Deputy Chief,
Facilities Planning & Management

CONTRACTOR:

JENSEN HUGHES

Signature: [Signature]

Name: David M. Secoda

Title: Senior Consultant

Address for District Notices:

Facilities Planning and Management
955 High Street
Oakland, CA 94601

Address for Contractor Notices:

Jensen Hughes
1220 Concord Avenue, Suite 400
Concord, CA 94520

Approved As To Form:

[Signature] 11/7/22
Date
OUSD Facilities Legal Counsel

Exhibit A

Scope of Basic Services

October 13, 2022

Elena Comrie
Senior Program Manager
Oakland Unified School District
c/o Cumming Group
1111 Broadway, Suite 300
Oakland, CA 94607
ecomrie@cumming-group.com
+1 510-906-2123

RE: Oakland Unified School District – Central Commissary at Foster Elementary School
Witness Intrusion Alarm Testing

Dear Ms. Comrie,

Jensen Hughes is pleased to submit this proposal to provide intrusion alarm system consulting services to Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client has requested Jensen Hughes to witness the intrusion alarm system warranty testing for Central Commissary at Foster Elementary School located at 2850 West Street in Oakland, California.

Scope of Service

Jensen Hughes proposes to provide the following Scope of Services:

1. Witness one intrusion alarm system warranty test (one weekend day test is anticipated).
2. Prepare a letter report documenting the results of the test and submit letter to the Client.

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. Witnessing of additional testing beyond that specified in the Scope of Services.
2. Additional consulting services beyond those described in the Scope of Services.

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

1220 Concord Avenue, Suite 400
Concord, CA 94520
O: +1-925-938-3550

- + Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.
- + Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the Billing Contact Information form.

Terms + Conditions

Jensen Hughes acknowledges that, if awarded a contract to perform the Scope of Services herein ("Contract"), the terms and conditions of such Contract will be in accordance with those of the Client Agreement. Jensen Hughes reserves the right to negotiate the terms of the Contract to our mutual satisfaction. Work authorized and carried out prior to negotiation of the Agreement will be performed under Jensen Hughes' Standard Terms and Conditions (Exhibit A) and will be paid in full without impact from/on negotiations of the Contract.


Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0598 or dsecoda@jensenhughes.com.


Sincerely,

Jensen Hughes

 For:
David M. Secoda
Senior Consultant

Attachments: Billing Contact Information, Remittance Information, Exhibit A

Acceptance

Jensen Hughes, Inc.:

SIGNATURE
David M. Secoda
PRINTED NAME
Senior Consultant
TITLE
October 12, 2022
DATE


Oakland Unified School District:

SIGNATURE
Gary Yee
PRINTED NAME
President, Board of Education
TITLE
December 14, 2022
DATE

Exhibit B

Hourly Rates

Client Responsibilities

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

1. Coordinate all meetings and test dates with the contractors, project inspector, and OUSD Alarm Shop.
2. Provide Jensen Hughes access to all areas of the building for the purpose of witnessing the tests.
3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
4. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, change orders, waivers, or other types of agreements concerning the project must be available for review prior to testing.
5. Provide portable radios.
6. Provide personnel familiar with the location and operation of the intrusion alarm systems.
7. Provide personnel properly equipped for testing the intrusion alarm systems and devices.
8. Provide all equipment and materials required to test systems and devices.
9. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take intrusion alarm monitoring out-of-service for portions of the test.
10. Provide at least two individuals for intrusion alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
11. Provide Jensen Hughes with adequate notice (7 to 10 business days) to schedule and staff the anticipated scope efforts prior to project deadlines.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a total fee of \$5,500, including necessary expenses to perform our Scope of Services. A Client contingency is included in the fee to address unforeseen issues that may arise during testing. The fee is broken out as follows:

<i>Phase or Activity</i>	<i>Fees</i>
Witness Intrusion Alarm Testing	\$ 5,000
Client Contingency	\$ 500
Total	\$ 5,500

Payments

- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	The Center at Foster Elementary School Project	Site	184
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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	Senior Consultant		
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 #	13133				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-1-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$5,500.00
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
9799/9569	Fund 21 Measure B	210-9799-0-9569-8500-6265-184-9180-9901-9999-13133	6265	\$5,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Building & Grounds				
	Signature	Date Approved	11/7/22		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, approved as to form	Date Approved	11/7/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature for T.N.	Date Approved	11/8/22		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature Gary Yee, President, Board of Education	Date Approved	12-1-2022		