

| Board Office Use: Legislative File Info. | |
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| File ID Number | 21-1504 |
| Introduction Date | 6-30-2021 |
| Enactment Number | 21-1277 |
| Enactment Date | 6/30/2021 er |



**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 30, 2021

Subject Amendment No. 1, General Services Agreement -Jensen Hughes, Inc. – Claremont Middle School New Multi-Purpose Building Project – Division of Facilities Planning & Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the General Services Agreement between the District and Jensen Hughes, Inc, Concord, CA, for the latter to review construction drawings, participate in meetings, and witness testing for the expanded intrusion alarm system, for the Claremont Middle School New Multi-Purpose Building Project, in an additional amount of \$16,500.00, which includes a \$4,000.00 contingency, increasing Agreement not to exceed amount from \$28,000.00 to \$44,500.00, 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 additional consulting services which includes reviewing construction drawings, attend meetings and witness testing of the intrusion alarm system.

LBP (Local business participation percentage) 00.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the General Services Agreement between the District and Jensen Hughes, Inc, Concord, CA, for the latter to review construction drawings, participate in meetings, and witness testing for the expanded intrusion alarm system, for the Claremont Middle School New Multi-Purpose Building Project, in an additional amount of \$16,500.00, which includes a \$4,000.00 contingency, increasing Agreement not to exceed amount from \$28,000.00 to \$44,500.00, 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 Measure J

Attachments

- Amendment No. 1
- Proposal
- Insurance Certificate

AMENDMENT NO. 1

AWARD OF GENERAL SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Jensen Hughes, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **June 11, 2021** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Claremont New MPR Building Project** as follows and in the attached Exhibit A:

| | | |
|--|--|---|
| 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.</p> <p>The CONTRACTOR agrees to provide the following amended services: To plan check, review construction drawings, participate in meetings, and witness testing for the expanded intrusion alarm system, as described in proposal dated May 6, 2021 attached to this amendment as part of Exhibit A."</p> | | |
| 2. Terms (duration): | <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> . | <input type="checkbox"/> The term of the contract has <u>changed</u> . |
| <p>If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.</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 not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: Sixteen thousand, five hundred <u>Dollars No/100 (\$16,500.00), which includes a contingency of \$4,000.00.</u></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was <u>Twenty-eight thousand Dollars No/100(\$28,000.00)</u> and after this amendment, the not to exceed contract price will be: <u>Forty-four thousand five hundred Dollars No/100 (\$44,500.00).</u></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, Inc. – Claremont Middle School MPR Building Project - \$16,500.00

OAKLAND UNIFIED SCHOOL DISTRICT



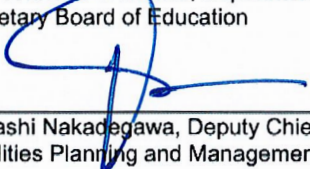
Shanthi Gonzales, President,
Board of Education

7/1/2021
Date



Kyla Johnson-Trammell, Superintendent
Secretary Board of Education

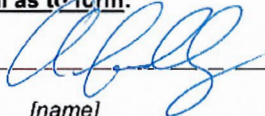
7/1/2021
Date



Tadashi Nakadegawa, Deputy Chief,
Facilities Planning and Management

6/4/21
Date

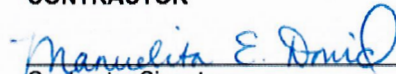
Approval as to form:



6/2/21
Date

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

CONTRACTOR



May 27, 2021
Date

Contractor Signature
Manuelita E. David
Senior Consultant + Team Leader
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: To plan check, review construction drawings, participate in meetings, and witness testing for the expanded intrusion alarm system, as described in proposal dated May 6, 2021 attached to this amendment as part of Exhibit A."
- 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 |

EXHIBIT A

Authorization for Requested Additional Services

| | |
|---------------------------------|-----------------------------------|
| <i>Date:</i> | May 6, 2021 |
| <i>Project Name:</i> | Claremont Middle School |
| <i>Project Location:</i> | 5750 College Avenue – Oakland, CA |
| <i>Project No.:</i> | 1DMS20003.000 |
| <i>Original Contract Dated:</i> | June 11, 2020 |
| <i>Client:</i> | Oakland Unified School District |
| <i>Contact:</i> | Elena Comrie |

Description of Additional Services

Jensen Hughes proposes to perform the following additional scope of services. The services are described in detail as follows:

1. Review construction drawings related to the expanded intrusion alarm project scope at the existing buildings on the campus. Review intrusion alarm drawings for compliance with the current OUSD Intrusion Alarm Standards. Jensen Hughes will provide a written report of plan review comments. One initial plan review and one back check plan review are included.
2. Attend two additional meetings with the design team and the Client to discuss the expanded intrusion alarm scope of work at the existing buildings on the campus. Meetings shall be arranged by the Client.
3. Witness the pre-test and final acceptance test of the intrusion alarm system with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR) for the existing buildings on the campus. Results of the tests will be recorded and submitted to the Client. Two additional visits for testing are included as follows:
 - a. Witness one additional pre-test and one additional final acceptance test of the intrusion alarm system at the existing buildings on the campus.

Professional Fee

The proposed Additional Services above will be provided by Consultant for \$12,500.00 including necessary expenses to perform our Scope of Services. OUSD has also included a contingency budget.

| | |
|---|-----------|
| Net Increase for these Additional Services | \$ 12,500 |
| OUSD Contingency | \$ 4,000 |
| Original Contract Sum | \$ 28,000 |
| Net Change by Previously Authorized Additional Services | \$ 0 |
| Contract Sum Prior to this Additional Services Request | \$ 28,000 |
| Net Increase for Additional Services + Contingency described herein | \$ 16,500 |
| New Contract Sum | \$ 44,500 |


This agreement shall be subject to the terms and conditions of the original agreement for this project, dated June 11, 2020, between Jensen Hughes and the Client.

To initiate our services, please sign and return this proposal at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

Acknowledgment + Signature

Jensen Hughes, Inc.:

Oakland Unified School District:



 SIGNATURE
 David M. Secoda

 PRINTED NAME
 Senior Consultant

 TITLE
 May 6, 2021

 DATE

 SIGNATURE

 PRINTED NAME

 TITLE

 DATE

Attachment: Standard Billing Rates instincts



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Claremont Middle School New Multi-Purpose Bldg. Project | Site | 201 |
|---------------------|---|-------------|-----|

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 |
|-----------------------------|---|

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 # | 15127 | | | | | | |

Term of Original/Amended Contract

| | | | |
|--|-----------|---|------------|
| Date Work Will Begin (i.e., effective date of contract) | 6-11-2020 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-31-2023 |
| | | 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) | \$ |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Change in Price | \$ 16,500.00 |
| Other Expenses | | Requisition Number | |

Budget Information

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

| Resource # | Funding Source | Org Key | Object Code | Amount |
|------------|--------------------|--|-------------|-------------|
| 9799 9670 | Fund 21, Measure B | 210-9799-0-9670-8500-6289-201-9180-9901-9999-99999 | 6289 | \$16,500.00 |

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. | Acting Director, Facilities Planning and Management | | | | |
| | Signature | <i>[Signature]</i> | Date Approved | 6/4/21 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | Lozano Smith, as to form only | Date Approved | 6/2/21 | |
| 3. | Deputy Chief, Facilities Planning and Management | | | | |
| | Signature | <i>[Signature]</i> | Date Approved | 6/4/21 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |

| Board Office Use: Legislative File Info. | |
|--|--------------|
| File ID Number | 20-1029 |
| Introduction Date | 6-10-2020 |
| Enactment Number | 20-0920 |
| Enactment Date | 6/10/2020 lf |



Memo

To Board of Education

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

Board Meeting Date June 10, 2020

Subject Award of General Services Agreement - Jensen Hughes - Claremont Middle School Multipurpose New Building Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of General Services Agreement for the Claremont Middle School Multipurpose New Building Project to Jensen Hughes (“Consultant”), Concord, California, for the latter to provide review of construction documents, including fire & intrusion alarm construction drawings, for compliance with the California Building & Fire Codes, Division of the State Architect (DSA) guidelines, in the amount of \$28,000.00, which includes a not-to-exceed contingency of \$6,200, as the selected Consultant, with work scheduled to commence on June 11, 2020, and scheduled to last until December 31, 2023, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Discussion The scope of work of this Contract includes providing observation of construction documents, fire & intrusion alarm construction drawings, and witness pre-test of intrusion alarm, as described in the proposal dated April 15, 2020, attached to this Agreement. Consultant was selected without competitive bidding since it is not required for professional or specially trained services.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement for the Claremont Middle School Multipurpose New Building Project to Jensen Hughes (“Consultant”), Concord, California, for the latter to provide review of construction documents, including fire & intrusion alarm construction drawings, for compliance with the California Building & Fire Codes, Division of the State Architect (DSA) guidelines, in the amount of \$28,000.00, which includes a not-to-exceed contingency of \$6,200, as the selected Consultant, with work scheduled to commence on June 11, 2020, and scheduled to last until December 31, 2023, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Fiscal Impact Fund 21, Measure B

Attachments

- Agreement
- Proposal
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. 20-1029

Department: Facilities Planning and Management

Vendor Name: Jensen Hughes

Project Name: Claremont MS Multipurpose New Bldg.

Project No.: 15127

Contract Term: Intended Start: 6-11-2020

Intended End: 12-31-2023

Total Cost Over Contract Term: \$28,000.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Based on professional expertise and past experience of work done before on the District's fire and intrusion customized standards.

Summarize the services or supplies this contractor or vendor will be providing.

Provide assistance in reviewing the project's fire and intrusion alarm designs to verify compliance with the California Building and fire codes, Division of the State Architect (DSA) Guidelines, NFPA 72 – National Fire Alarm and Signaling Code requirements and OUSD design standards, and to witness testing of the fire and intrusion alarm systems.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

- 1) How did you determine the price is competitive?

Vendor has done work for the District before. Based on their experience of expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

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 \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- 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 \$95,200 (as of 1/1/20)
- 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 perform fire intrusion and alarm services which requires professional and specially trained services.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **June 11, 2020** (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 will provide review of Construction Documents, including fire and intrusion alarm construction drawings, datasheets, and specifications, for compliance with applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - National Fire Alarm and Signaling Code Requirements, and OUSD Fire and Intrusion Alarm Standards. The Services include all work described in the April 15, 2020, 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 11, 2020** and shall terminate upon completion of the Services, but no later than **December 31, 2023** (“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 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 fixed fee of \$21,800.00 for the basic services, with a not-to-exceed contingency of SIX THOUSAND TWO HUNDRED DOLLARS NO/100 (\$6,200) for any approved additional services, including but not limited to those described in Paragraph 6 of Exhibit A, for a total potential contract fee of TWENTY-EIGHT THOUSAND DOLLARS NO/100 (\$28,000.00). Contractor shall perform all basic services required by the Agreement even if the fixed 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 from Contractor, including any additional supporting documentation District reasonably requests. Contractor shall submit invoices to District on a monthly basis and such invoices will be based on percentage of completion.

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

 6/11/2020
Date
Jody London,
President, Board of Education

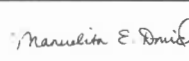
 6/11/2020
Date
Kyla Johnson-Trammell,
Superintendent, Board of Education

 5/15/20
Date
Tadashi Nakadegawa,
Interim, Deputy Chief, Facilities Planning & Management

Approved As to Form:
 5/14/20
Date
OUSD Facilities Legal Counsel

CONTRACTOR:

JENSEN HUGHES, INC.

By:  Manuelita E. David
2020.05.11
14:42:59-07'00'

Name: Manuelita E. David

Title: Director

Exhibit A

See attached Proposal

April 15, 2020

Elena Comrie
Oakland Unified School District
955 High Street
Oakland, CA 94601

ecomrie@ccorpusa.com
+1 415-916-2461

RE: Claremont Middle School, New Multipurpose Building – Oakland, CA
5750 College Avenue, Oakland, CA
Fire and Intrusion Alarm Systems Consulting

Dear Ms. Comrie:

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

The fire and intrusion alarm systems design for the Claremont Middle School new Multipurpose Building is being prepared by other consultants. The new Multipurpose Building will include a kitchen, storage spaces and a stage or platform.

OUSD has requested Jensen Hughes' assistance in reviewing the project design drawings to verify compliance with the California Fire and Building Codes (CFC and CBC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems.

The proposed fees reflect our understanding of the project. The existing Claremont Middle School fire alarm system is a Simplex model 4020. The Simplex 4020 is obsolete and will need to be replaced to support emergency voice alarm communications (EVAC) in the new Multipurpose building. The fire alarm system will be replaced as a make-ready step for the new Multipurpose Building. All existing fire alarm devices will first be reconnected to, and acceptance tested with, the new campus fire alarm system. Afterwards, the fire alarm in the new Multipurpose building will installed and acceptance tested

Scope of Services

Jensen Hughes proposes to provide the following scope of services ("Services") described in detail as follows:

1. Review 90% Construction Documents, including fire and intrusion alarm construction drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - *National Fire Alarm and Signaling Code* requirements, and

OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a letter report of plan review comments. Jensen Hughes anticipates printing PDF files for review and as such the printing expense is included. (One initial plan review and one back check plan review are included.)

2. Attend one pre-construction, one “pre-pull”, and one device connection meeting with the selected consultant/contractor and the Client (three meetings are included). Meetings shall be arranged by the Client.
3. Provide fire alarm and intrusion alarm consulting regarding issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect’s Supplemental Instructions (ASIs), or for providing recommendations/solutions. (8 hours are included.)
4. Perform one construction observation survey during construction of the new Multipurpose building. Survey will be conducted during conduit rough-in. Results of the survey will be recorded and submitted to the Client.
5. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Six visits for testing are included as follows:
 - A. Witness one pre-test and one final acceptance test of the new Simplex 4100ES fire alarm system with all existing, reconnected fire alarm devices.
 - B. Witness one pre-test and one final acceptance test of the fire alarm system in the new Multipurpose building.
 - C. Witness one pre-test and one final acceptance test of the intrusion alarm system in the new Multipurpose building.
6. As an owner contingency - provide as-needed fire alarm and intrusion alarm consulting during construction. Consulting time may be used for participation in meetings, review of construction change documents (CCDs), review of applicable Architect’s Supplemental Instructions (ASIs), providing recommendations/solutions, or coordinating with the OUSD commissioning agent. (24 hours and estimated reimbursable expenses of \$200.00 are budgeted.) Contingency is reserved for:
 - A. Additional plan review and letter report.
 - B. Additional site visit to witness and record the results of system testing.
 - C. Additional meetings.

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. Additional system tests.
4. Building and fire code analysis and appeals.
5. Review of additional resubmitted shop drawings or construction change orders.
6. Review of requests for payment and change orders from the contractor.
7. Additional construction observation visits beyond the scope of work.
8. Additional time for system acceptance testing beyond that noted in Basic Services resulting from contractor’s delays or deficiencies.

9. Evaluation of the existing fire alarm systems.
10. Fire alarm system design services.
11. Intrusion alarm system design, testing, and consulting.
12. DSA submittals or verified reports.
13. Professional engineer review or stamping of documents or drawings.
14. Automatic sprinkler system design, testing and consulting.
15. Mechanical, structural, or civil engineering and consulting.
16. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
17. Building code and accessibility consultation.

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. Provide Jensen Hughes with copies, in hardcopy or PDF, of all fire and intrusion alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing construction services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing 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, variances, 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 fire alarm and intrusion alarm systems.
7. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
8. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
9. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
10. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
11. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
12. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
13. Provide at least two individuals for fire and 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.

Professional Fees

The proposed Scope of Services will be provided by Consultant for a fixed fee of \$21,800.00, plus a 6,200.00 not-to-exceed contingency.

| Activity | Fees |
|------------------------------------|---------------------|
| Basic Services (fixed fee) | \$ 21,800.00 |
| Owner Contingency (time & expense) | \$ 6,200.00 |
| Total | \$ 28,000.00 |

Reimbursable expenses are included in the fixed fee for Scope of Services.

Staffing

Consultant reserves the right to assign personnel on an “as-needed” basis or substitute equivalently experienced personnel upon prior written notice to Client. No increase in the budget or fee will be made for such change in personnel without Client approval.

Payments

Payment shall be made in US funds. Client shall supply invoicing information as requested in the Billing Contact Information form.

- + **Jensen Hughes’ preferred payment method is electronic. Wire and ACH information is provided on the Billing Contact Information form.**
- + Jensen Hughes will invoice the Client on a progress basis as work is performed. Invoices will be submitted monthly based on a percent of completion. Invoices are due upon receipt. Invoices remaining unpaid after 30 days from receipt shall be subject to a service fee of 1.5% per month, and Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, suspension of services, court costs, collection costs, reasonable attorneys’ fees, expert fees, and all other costs allowed by law, which may be incurred by Consultant in pursuit of unpaid invoices.
- + Invoice will be submitted following Jensen Hughes’ standard invoice format.
- + *Any deviation from 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.*

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.

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


David M. Secoda
Senior Consultant

Attachments: Billing Contact Information, Exhibit A

Acceptance

Client has received and agrees to be bound by the terms of this Proposal (including written modifications agreed to by Client and Consultant, if any). Client's acceptance is indicated by signing where indicated below. Client's authorization notice to proceed binds Client to all terms and conditions as stated in this Proposal.

Jensen Hughes, Inc.:



SIGNATURE

David M. Secoda

PRINTED NAME

Senior Consultant

TITLE

April 15, 2020

DATE

Oakland Unified School District:

SIGNATURE

PRINTED NAME

TITLE

DATE

DMS/MED:rs
Y:\Shared\Proposals\Fire & Building Safety\WNC\2020\20-0145-DMS_OUSD Claremont MS_FA+IA Consult\FBS-WNC-20-0145-DMS_Claremont MS_FA+IA Consulting_20200414.docx



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: JENSEN HUGHES HOLDINGS CORPORATION

Policy No: 6079891560

Endorsement No: 10

Effective Date: 01/11/2020





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020006060798915607709



CNA74987XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: JENSEN HUGHES HOLDINGS CORPORATION

Policy No: 6079891560

Endorsement No: 26

Effective Date: 01/11/2020



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
|---|
| Name Of Person Or Organization: |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

30020006060798915607710





DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JENSEN HUGHES HOLDINGS CORPORATION

Endorsement Effective Date: 01/11/2020

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON/ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 11; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6079894572

Policy Effective Date: 01/11/2020

Policy Page: 21 of 98



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

JENSEN HUGHES HOLDINGS CORPORATION

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6079894572

Policy Effective Date: 01/11/2020

Endorsement No: 40; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: JENSEN HUGHES HOLDINGS CORPORATION

Endorsement Effective Date: 01/11/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6079894572

Policy Effective Date: 01/11/2020

Policy Page: 18 of 98



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 0%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 79902895

Policy Effective Date: 01/11/2020

Endorsement No: 15; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

| | | | |
|---------------------|---|-------------|-----|
| Project Name | Claremont Middle School Multipurpose New Building Project | Site | 201 |
|---------------------|---|-------------|-----|

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 |
|-----------------------------|---|

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 |
| 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 # | 15127 | 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) | 6-11-2020 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 12-31-2023 |
| | | New Date of Contract End (If Any) | |

Compensation/Revised Compensation

| | | | |
|---|-------------|--|----|
| If New Contract, Total Contract Price (Lump Sum) | \$28,000.00 | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| 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 9670 | Fund 21 Msr B | 210-9799-0-9670-8500-6289-201-9180-9901-9999-99999 | 6289 | \$28,000.00 |

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, Building & Grounds | | | | |
| | Signature | | Date Approved | 5/15/20 | |
| 2. | General Counsel, Department of Facilities Planning and Management | | | | |
| | Signature | as to form only | Date Approved | 5/14/20 | |
| 3. | Interim Deputy Chief, Facilities Planning and Management | | | | |
| | Signature | | Date Approved | 5/15/20 | |
| 4. | Chief Financial Officer | | | | |
| | Signature | | Date Approved | | |
| 5. | President, Board of Education | | | | |
| | Signature | | Date Approved | | |