

Board Office Use: Legislative File Info.	
File ID Number	20-0721
Introduction Date	5-13-2020
Enactment Number	20-0665
Enactment Date	5/13/2020 lf



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date May 13, 2020

Subject Amendment No. 1, Agreement Between Owner and Consultant for the Elmhurst Middle School Boiler Replacement Project to Jensen Hughes - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, Agreement Between Owner and Consultant with Jensen Hughes, Concord, CA, for the latter to provide the following amended services: Alterations to the fire alarm system and witness the testing of the fire alarm system, for Elmhurst Middle School Boiler Replacement Project, in an additional amount of \$2,000.00, increasing Agreement not to exceed amount from \$4,850.00 to \$6,850.00, authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

Discussion The scope of work includes alterations to the fire alarm and witness testing to fire alarm system.

LBP (Local business participation percentage) 00.0%

Recommendation Approval by the Board of Education of Amendment No. 1, Agreement Between Owner and Consultant with Jensen Hughes, Concord, CA, for the latter to provide the following amended services: Alterations to the fire alarm system and witness the testing of the fire alarm system, for Elmhurst Middle School Boiler Replacement Project, in an additional amount of \$2,000.00, increasing Agreement not to exceed amount from \$4,850.00 to \$6,850.00, 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 AGREEMENT BETWEEN OWNER & CONSULTANT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jensen Hughes OUSD entered into an agreement with CONTRACTOR for services on **December 12, 2019** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Elmhurst Middle School Boiler Replacement Project** as follows and as described in 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: This Amendment covers alterations to the fire alarm system, and to witness the testing of the fire alarm systems.</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: <u>Two Thousand dollars No/100 (\$2,000.00)</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>Four Thousand, Eight Hundred Fifty Dollars No/100 (\$4,850.00)</u>, and after this amendment, the not to exceed contract price will be: <u>Six Thousand, Eight Hundred Fifty dollars and no/100 (\$6,850.00)</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 – Elmhurst Middle School Boiler Replacement Project - \$2,000.00

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London, President,
Board of Education

5/14/2020

Date



Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education

5/14/2020

Date

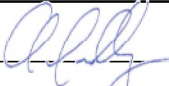


Tadashi Nakadegawa, Interim Deputy
Chief, Facilities Planning and Management

4/17/20

Date

Approval as to form:



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

4/16/20

Date

CONTRACTOR



Manuelita E. David
2020.04.07 16:27:53-07'00'

Contractor Signature

Date

Manuelita E. David, Director

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes

1. Detailed Description of Services to be provided: This Amendment covers alterations to the fire alarm system, and to witness the testing of the fire alarm systems. In an additional amount of \$2,000.00.

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

Add Services Agreement

March 13, 2020

Nicole Wells
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

nicole.wells@ousd.org
535-940-2726

RE: Elmhurst Middle School
1800 98th Avenue
Oakland, CA 94603
Additional Fire Alarm System Consulting

Dear Ms. Wells:

Enclosed is our Authorization for Requested Additional Services for the referenced project, presented to Oakland Unified School District (Client) for approval.

Services proposed in Jensen Hughes' original contract were limited to two site visits to witness fire alarm pre- and final testing. Jensen Hughes witnessed a fire alarm pre-test on January 31, 2020 and a fire alarm final test on February 28, 2020.

Additional fire alarm scope has been added that will require one additional fire alarm system test. OUSD has requested Jensen Hughes to witness the additional fire alarm system test. These services are outside the original agreed upon scope of work for this project.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at 925-20-0598 or at dsecoda@jensenhughes.com.

Sincerely,

Jensen Hughes

David M. Secoda, Senior Consultant

Authorization for Requested Additional Services

ADDITIONAL SERVICES: 01

<i>Date:</i>	March 13, 2020
<i>Project Name:</i>	Elmhurst Middle School
<i>Project Location:</i>	Oakland, CA
<i>Project No.:</i>	JH# 1DMS19008.000
<i>Original Contract Dated:</i>	December 12, 2019
<i>Client:</i>	Oakland Unified School District
<i>Contact:</i>	Nicole Wells

Scope of Additional Services

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

1. Witness one additional fire alarm system test. Prepare and submit one letter report detailing the results of the testing.

Professional Fee

<i>Net Increase for these Additional Services</i>	\$2,000
<i>Original Contract Sum</i>	\$4,850
<i>Net Change by Previously Authorized Additional Services</i>	\$0
<i>Contract Sum Prior to this Additional Services Request</i>	\$4,850
<i>Net Increase for Additional Services described herein</i>	\$2,000
<i>New Contract Sum</i>	\$6,850

The Client agrees to reimburse Jensen Hughes for any transportation and/or living expenses incurred by Jensen Hughes as a result of the Client cancelling or rescheduling a meeting or site visit. These expenses will be billed at cost plus ten percent.

This agreement shall be subject to the terms and conditions of the original agreement for this project, dated 12/12/2019, 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.

ACKNOWLEDGEMENT AND SIGNATURE

Jensen Hughes:

Oakland Unified School District:



SIGNATURE

SIGNATURE

David M. Secoda

PRINTED NAME

PRINTED NAME

Senior Consultant

TITLE

TITLE

March 13, 2020

DATE

DATE

DMS:ts
FBS-WNC-20-0111-DMS_Elmhurst Middle School_Additional FA Consulting Services_AS1_20200313



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Alliant Insurance Services, Inc.) and CONTACT INFORMATION (National Fire Insurance Company of Hartford, Continental Casualty Company, American Casualty Company of Reading, Pennsylvania).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Elmhurst Middle School Boiler Project; Project No. 1DMS19008.000

Oakland Unified School District and District Parties are named as additional insureds and coverage is primary and non-contributory on the general liability and auto liability policies as required by written contract and per the attached endorsement forms.

Table with 2 columns: CERTIFICATE HOLDER (Oakland Unified School District) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Elmhurst Middle School Boiler Replacement	Site	202
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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 #	15120				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2020
		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	\$ 2,000.00
Other Expenses		Requisition Number	

Budget Information

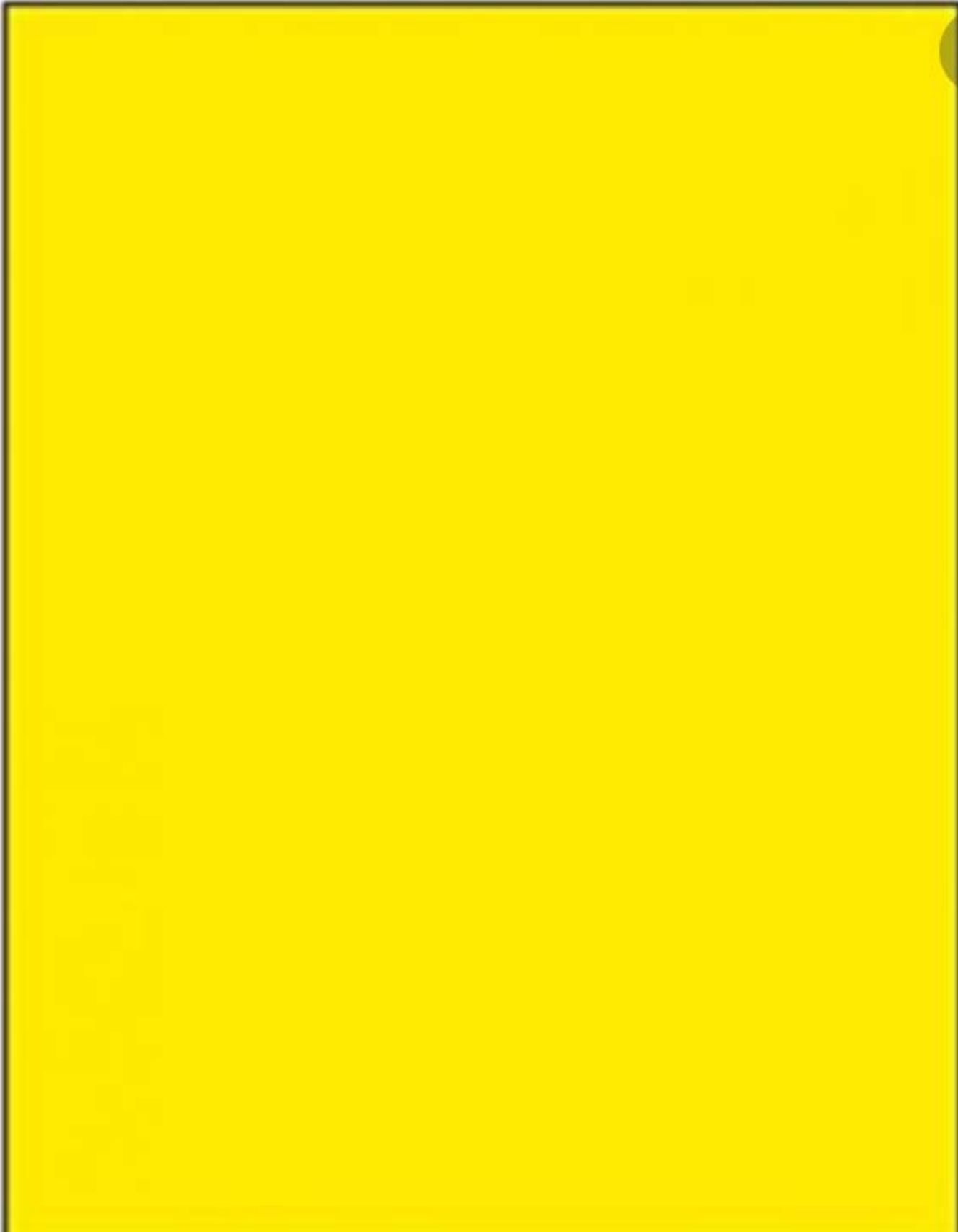
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9350 9663	Fund 21 Msr J	210-9350-0-9663-8500-6298-229-9180-9905-9999-99999	6289	\$2,000.00

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	<i>[Signature]</i> for Kenya Christman		Date Approved	4/17/20
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	<i>[Signature]</i> As to form only		Date Approved	4/16/20
3.	Interim Deputy Chief, Facilities Planning and Management				
	Signature	<i>[Signature]</i>		Date Approved	4/17/20
4.	Chief Financial Officer				
	Signature			Date Approved	
5.	President, Board of Education				
	Signature			Date Approved	



Board Office Use: Legislative File Info.	
File ID Number	19-2374
Introduction Date	12-11-2019
Enactment Number	19-1781
Enactment Date	12/11/19 lf



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent *K.C. For*
 Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date December 11, 2019

Subject Award of Agreement Between Owner and Consultant - Non Competitively Bid - Jensen Hughes -Elmhurst Middle School Boiler Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of Contract for the Elmhurst Middle School Boiler Replacement Project - Non- Competitively Bid - to Jensen Hughes, Concord, California, which consists of providing consulting services, which involves witness to testing of the fire alarm system, coordinate the tests with contractors, prepare and submit reports detailing the results of testing, provide 2 hours of fire alarm consulting services, in the amount of \$4,850.00, as the selected consultant, with work scheduled to commence as early as December 12, 2019, and scheduled to terminate on June 30, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Discussion Consultant was selected without competitive bidding because this consultant is providing specially trained services and the contract amount is under \$92,600.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Award of Contract for the Elmhurst Middle School Boiler Replacement Project - Non- Competitively Bid - to Jensen Hughes, Concord, California, which consists of providing consulting services, which involves witness to testing of the fire alarm system, coordinate the tests with contractors, prepare and submit reports detailing the results of testing, provide 2 hours of fire alarm consulting services, in the amount of \$4,850.00, as the selected consultant, with work scheduled to commence as early as December 12, 2019, and scheduled to terminate on June 30, 2020, and authorizing the President and Secretary of the Board to sign the Agreement for same with said consultant.

Fiscal Impact Fund 21, Measure J

Attachments

- Agreement
- Scope of work
- Insurance Certificate



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

Legislative File ID No. _____

Department: Facilities Planning & Management

Vendor Name: Jensen Hughes

Project Name: Elmhurst Middle School Boiler Replacement Project Project No.: 15120

Contract Term: Intended Start: 12-12-2019 Intended End: 6-30-2020

Amended End: _____

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$4,850.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

This vendor was a direct selection based on their services to provide services related fire witness testing fire alarm projects. Vendor is the only contractor who can perform the required work because they have the most experience and familiarity with fire alarms.

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

Vendor will provide consulting services, to include witness to testing of the fire alarm system, coordinate the tests with contractors, prepare and submit reports detailing the results of testing, provide 2 hours of fire alarm consulting services.

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 is the only contractor who can perform the required project. 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 \$92,600 or less (as of 1/1/19)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$92,600 (as of 1/1/19)
- 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 \$92,600 (as of 1/1/19)
- 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 specially retrained services required for fire alarm systems.
- Contract price is under the bid threshold of \$92,600

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **December 12, 2019** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Jensen Hughes** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Jensen Hughes to provide consulting services, which involves witness to testing of the fire alarm system, coordinate the tests with contractors, prepare and submit reports detailing the results of testing, provide 2 hours of fire alarm consulting.

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 **December 12, 2019** and shall terminate upon completion of the Services, but no later than **June 30, 2020** (“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 not to exceed payment of **FOUR THOUSAND, EIGHT HUNDRED FIFTY DOLLARS NO/100 (\$4,850.00)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

EXHIBIT A



September 16, 2019

Nicole Wells
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

nicole.wells@ousd.org
+1 510-535-2726

RE: Elmhurst Middle School – Oakland, CA
Boiler Replacement Project, Fire Alarm System Test

Dear Ms. Wells:

The Elmhurst Middle School Boiler Replacement project is currently in construction. The project includes alterations to the fire alarm system. The design for the fire alarm system alterations was prepared by other design professionals. The Oakland Unified School District (OUSD) has requested Jensen Hughes' assistance to witness the testing of the fire alarm system.

Based on our review of the drawings, the testing will include new smoke detectors, new carbon monoxide detectors, and new smoke detector sounder bases installed in the Gymnasium Building. In accordance with NFPA 72, *National Fire Alarm and Signaling Code*, a 10% reacceptance test of existing devices throughout the campus will be conducted. Testing is anticipated to occur after hours or on a weekend day.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

1. Witness testing of the fire alarm system with the Client and contractors. The Client shall be responsible to coordinate the test with the contractors. A maximum of two site visits is included.
2. Prepare and submit one letter report detailing the results of the testing.
3. Provide up to 2 hours of fire alarm consulting.

Additional Services

Work outside of the Scope specified in this proposal 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.

1220 Concord Avenue, Suite 400
Concord, CA 94520 USA
O: +1 925-938-3550
F: +1 925-938-3818

jensenhughes.com

Additional work may include, but is not limited to:

1. Additional site visits.
2. Additional meetings.
3. Additional testing or inspections.
4. Additional project coordination meetings.

EXHIBIT A

Client Responsibilities

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

1. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
2. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
3. Provide portable radios.
4. Provide personnel familiar with the location and operation of the fire alarm system.
5. Provide personnel properly equipped for testing the fire alarm system and devices.
6. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
7. 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.
8. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
9. Provide personnel authorized to contact the OUSD Alarm Center and the supervising station to take fire alarm monitoring out-of-service for portions of the test.
10. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
11. Provide at least two individuals for system testing. One person will operate 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.

Terms + Conditions

The proposed scope of services will be provided for a fixed fee of \$4,850, including reimbursable expenses.

Invoices will be submitted monthly based on a percent of completion or fixed amount by task or deliverable. Customized billing formats or the use of client portals to submit invoices will result in a 1.5% service charge added to the invoice. Please refer to Exhibit A for all terms and conditions. We reserve the right to assign personnel on an "as available" basis.

To initiate our services, please sign bottom of Exhibit A and return this proposal along with the completed Billing Contact Information page (Exhibit B), at your earliest convenience.

The terms of this proposal are valid for 60 days.

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

Exhibit A – Terms + Conditions
Exhibit B – Billing Contact Information

DMS/rs
P:\Oakland Unified School District\Elmhurst MS Boiler Project_FA Test_20190916.docx

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 12/12/19

Aimee Eng, Date
President, Board of Education

Kyla Johnson-Trammell 12/12/19

Kyla Johnson-Trammell, Date
Superintendent, Board of Education

Timothy White 11/19/19

Timothy White, Date
Deputy Chief, Facilities Planning & Management

Approved As to Form: [Signature]
OUSD Facilities Legal Counsel Date

CONTRACTOR:

JENSEN HUGHES, Inc.

By: Manuelita E. David Manuelita E. David
mdavid@jensenhughes.com
2018.11.05 11:57:29-08'00'

Name: Manuelita E. David

Title: Director



JENSHUG-01

SGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 456 Montgomery Street, Suite 1200 San Francisco, CA 94104	CONTACT NAME: Jeremy Martin	
	PHONE (A/C, No, Ext): (415) 874-7131	FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Continental Insurance Company		35289
INSURER B: Continental Casualty Company		20443
INSURER C: Starr Surplus Lines Insurance Company		13604
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Jensen Hughes, Inc.
3610 Commerce Drive, #817
Baltimore, MD 21227

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	6045826132	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp/Coll Ded \$1,000	X	X	6045826129	01/11/2019	01/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045826177	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 6 45826163	01/11/2019	01/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			1000600146191	01/11/2019	01/11/2020	Ret: \$250k Per Claim: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are Additional Insureds with regard to General Liability when required by written contract per the attached endorsement forms CNA74858XX 01/15 and CNA75079XX 10/16, Waiver of Subrogation included. Additional Insureds with regard to Auto Liability when required by written contract per the attached endorsement form CA2048 10/13. Waiver of Subrogation with regard to Auto Liability applies when required by written contract per the attached endorsement form CA0444 10/13. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form G19160B 11/97. Umbrella follows form of underlying General, Auto and Employers Liability. SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District 955 High Street Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 30 Day Notification of Cancellation (except 10 days for non-payment) applies with regard to General Liability, Auto Liability and Employers Liability per schedule on file with carrier.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Elmhurst Middle School Boiler Replacement	Site	202
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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 #	15120				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	12-12-2019	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2020
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$ 4,850.00	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
9350 9350	Fund 21 Msr J	210-9350-0-9663-8500-6265-202-9180-9905-9999-99999	6265	\$4,850.00

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.	Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	11/19/19		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i> (as to form only)	Date Approved	11/19/19		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	11/19/19		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			