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# Memo

**To** Board of Education

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

**Board Meeting Date** February 26, 2020

**Subject** Award of Agreement Between Owner and Consultant - Non Competitively Bid for the Cole Administration Center Fire and Intrusion Alarm System Project to Jensen Hughes - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Award of Contract for Consulting Services to Jensen Hughes, Concord, California, for the latter to provide assistance in reviewing the project's fire and intrusion alarm designs to verify compliance with the California Building and fire Codes (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems, in the amount of \$43,500.00, which includes a contingency fee of \$10,000.00 as the selected consultant, with work scheduled to commence on February 27, 2020, and scheduled to last September 1, 2022, 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 a competitive RFP process was used.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of Award of Contract for Consulting Services to Jensen Hughes, Concord, California, for the latter to provide assistance in reviewing the project's fire and intrusion alarm designs to verify compliance with the California Building and fire Codes (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems, in the amount of \$43,500.00, which includes a contingency fee of \$10,000.00 as the selected consultant, with work scheduled to commence on February 27, 2020, and scheduled to last September 1, 2022, 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. 20-0212**

**Department: Facilities Planning and Management**

**Vendor Name: Jensen Hughes**

**Project Name: Cole Administration Center Fire and Intrusion Alarm**

**Project No.: 19119**

**Contract Term: Intended Start: 2-27-2020**

**Intended End: 9-1-2022**

**Total Cost Over Contract Term: \$43,500.00**

**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 unique 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 (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems. Total includes an owner contingency of \$10,000.00.

**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:

- Competitive RFP process was used.

**OAKLAND UNIFIED SCHOOL DISTRICT  
GENERAL SERVICES AGREEMENT**

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This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **February 27, 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 to provide assistance in reviewing the project’s fire and intrusion alarm designs to verify compliance with the California Building and fire Codes (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems. The Services include all work described in the January 28, 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 **February 27, 2020** and shall terminate upon completion of the Services, but no later than **September 1, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
  
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
  
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See 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 \$33,500.00 plus a \$10,000.00 not-to-exceed contingency, total payment of **FORTY-THREE THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$43,500.00)**. 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](http://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**

 2/27/2020  
\_\_\_\_\_  
Date  
Jody London,  
President, Board of Education

 2/27/2020  
\_\_\_\_\_  
Date  
Kyla Johnson-Trammell,  
Superintendent, Board of Education

 1/29/20  
\_\_\_\_\_  
Date  
Tadashi Nakadegawa,  
Interim, Deputy Chief, Facilities Planning & Management

Approved As to Form:  1/31/20  
\_\_\_\_\_  
Date  
OUSD Facilities Legal Counsel

**CONTRACTOR:**

**JENSEN HUGHES, INC.**

By:  Manuelita E. David  
mcdavid@jensenhughes.com  
2020.01.28 12:58:22-08'00'

Name: Manuelita E. David

Title: Director

Exhibit A

See attached Proposal

January 28, 2020

Kenya Chatman  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601

kenya.chatman@ousd.org  
+1 510-535-7050

RE: Central Administrative Center – Oakland, CA  
1011 Union Street  
Fire and Intrusion Alarm Systems Consulting

Dear Ms. Chatman:

Jensen Hughes 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 design for the new Central Administrative Center is currently being prepared by other consultants. The project will consist of two new buildings: One two-story office building to house Central Office staff and a Board Room for public meetings, and one one-story educational building. The buildings will be approximately 54,000 and 5,000 square feet in area, respectively.

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

**The proposed fees reflect our understanding that the project fire and intrusion alarm systems will be constructed and acceptance tested in multiple phases: Phase 1 will be the demolition of the existing cafeteria building; Phase 2 will be the construction of the new two-story office building; Phase 3 will be the demolition of the existing two-story middle school building, and Phase 4 will be the construction of the new educational building. The project will be submitted to the California Division of the State Architect (DSA) for review and approval. Estimated project completion is September 2022.**



## Scope of Services

Jensen Hughes, Inc. (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. Submittal drawings for review are anticipated in late April or early May 2020. One initial plan review and one back check plan review are included.
2. 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. Eight (8) hours are included.
3. Attend one pre-construction, one pre-pull, and one device connection meeting with the selected contractor and the Client. Meetings shall be arranged by the Client. Six (6) meetings are included, three for each construction phase.
4. Perform one construction observation survey during construction. Surveys will be conducted during conduit rough-in. Results of the surveys will be recorded and submitted to the Client. Two (2) surveys are included, one during each construction phase.
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. Eight (8) visits for testing are included as follows:
  - A. Witness one (1) pre-test of the new Office Building's fire alarm system. (Construction Phase 2).
  - B. Witness one (1) final acceptance test of the new Office Building's fire alarm system. (Construction Phase 2).
  - C. Witness one (1) pre-test of the new Office Building's intrusion alarm system. (Construction Phase 2).
  - D. Witness one (1) final acceptance test of the new Office Building's intrusion alarm system. (Construction Phase 2).
  - E. Witness one (1) pre-test of the new Educational Building's fire alarm system. (Construction Phase 4).
  - F. Witness one (1) final acceptance test of the new Educational Building's fire alarm system. (Construction Phase 4).
  - G. Witness one (1) pre-test of the new Educational Building's intrusion alarm system. (Construction Phase 4).
  - H. Witness one (1) final acceptance test of the new Educational Building's intrusion alarm system. (Construction Phase 4).
6. Owner requested contingency. Fees associated with the Owner contingency will be invoiced only if the detailed scope above is insufficient:
  - A. Up to one (1) additional plan review and letter report, if needed, to resolve plan review deficiencies.
  - B. Up to three (3) additional site visits to witness testing, if needed to re-test deficiencies.
  - C. Up to two (2) additional meetings on-site or at the offices of OUSD, if needed to discuss unforeseen issues that may arise during the project.

## *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

fixed fee of \$33,500.00, plus a \$10,000.00 not-to-exceed contingency, *med*

The proposed Scope of Services will be provided by Consultant for a fixed fee of \$43,500.00, including reimbursable expenses, as ~~broken out~~ shown in the table below: *med*

Activity	Fees
Basic Scope of Services	\$ 33,500.00
Owner Contingency	\$ 10,000.00
<b>Total</b>	<b>\$ 43,500.00</b>

### 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 will invoice Client 10% of the agreed-upon fee amount upon contract signature or authorization to proceed. Payment for the initial 10% is due upon receipt. The remaining 90% will be invoiced monthly in proportion to service performed or fixed amount by task or deliverable(s). Invoices for remaining 90% are due 30 days from invoice date. Invoices remaining unpaid after thirty (30) days from receipt shall be subject to a service fee of 1.5% per month, and Consultant 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.

- + Jensen Hughes reserves the right to withhold commencement of work until first payment is received.
- + All invoices 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.

**Order of Precedence**

Item redacted.

Handwritten initials: KO MED

**Terms + Conditions**

Item redacted.

Handwritten initials: KO MED

**Miscellaneous**

This proposal is valid for ninety (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.

**Acceptance**

Client has received and agrees to be bound by the terms of this Proposal, ~~and the Consultant's Standard Terms and Conditions referenced herein~~ (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.

Handwritten initials: KO MED

Jensen Hughes, Inc.:

David M. Secoda  
 SIGNATURE  
 David M. Secoda  
 PRINTED NAME  
 Senior Consultant  
 TITLE  
 January 28, 2020  
 DATE

Oakland Unified School District:

\_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINTED NAME  
 \_\_\_\_\_  
 TITLE  
 \_\_\_\_\_  
 DATE

~~Attachments: Billing Contract Information, Exhibit A~~

Handwritten initials: KO MED

DMS/MED:ts:rs  
FBS-WNC-20-0001-DMS\_OUSD Central Admin Center\_FA+IA Consulting\_20200128-R1











## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Administration Center Fire and Intrusion Alarm System Consulting Project	<b>Site</b>	109
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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.**

<b>Attachment Checklist</b>	<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

<b>Contractor Name</b>	Jensen Hughes	<b>Agency's Contact</b>	David Secoda
<b>OUSD Vendor ID #</b>	022281	<b>Title</b>	Senior Consultant
<b>Street Address</b>	1220 Concord Avenue, Ste. 400	<b>City</b>	Concord
<b>Telephone</b>	925-257-5145	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Zip</b>	94520
<b>OUSD Project #</b>	19119	<b>Policy Expires</b>	
		<b>Worked as an OUSD employee?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	2-27-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	9-01-2022
		<b>New Date of Contract End (if Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$43,500.00 (including \$10,000 contingency)	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

### 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
9650/9805	Fund 21, Measure J	210-9650-0-9805-8500-6289-109-9180-9905-9999-99999	6289	\$43,500.00

### 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.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/29/2020		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/31/20		
3.	<b>Interim Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	1/29/20		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			