Board Office Use: **Legislative File Info.**	
File ID Number	24-2526
Introduction Date	11-13-2024
Enactment Number	24-2108
Enactment Date	11/13/2024 CJH

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer
Kenya Chatman, Executive Director, Facilities

.

Board Meeting Date November 13, 2024

Subject Amendment No. 4, Agreement for Engineering Services – Jensen Hughes, Inc., - Melrose Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project – Division of Facilities Planning and Management

---

Action Requested Approval by the Board of Education of Amendment No. 4, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Melrose Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of $46,475.00, increasing the Agreement's not-to-exceed amount from $159,570.00 to $206,045.00. All other terms and condition of the Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services fire & intrusion alarm consulting services

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 4, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Melrose Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of $46,475.00, increasing the Agreement's not-to-exceed amount from $159,570.00 to $206,045.00. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments

- Amendment No. 4, including Exhibits
- Routing Form
- File ID: 24-1935; 23-2852; 24-1923; 24-0953; 24-0950 & 24-0194

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 4

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Jensen Hughes, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Melrose Leadership Academy at Maxwell Park Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

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.

The CONTRACTOR agrees to provide the following amended services: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated July 30, 2024, attached to this amendment as part of Exhibit A.

2. **Terms** (duration): **X** The term of the contract is unchanged. ☐ The term of the contract has changed.

If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **Forty-Six Thousand Four Hundred Seventy-Five Dollars No/100 ($46,475.00), which includes a contingency fee of $4,225.00.**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not to exceed contract price was **One Hundred Fifty-Nine Thousand Five hundred Seventy Dollars No/100 ($159,570.00),** and after this amendment, the not to exceed contract price will be: **Two Hundred Six Thousand Forty-Five Dollars No/100 ($206,045.00).**

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.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	5-8-2024	Compensation	$92,870.00
02	5-8-2024	Compensation	$26,600.00
02a	10-10-2024	Compensation	$35,100.00
03	10-24-2024	Compensation	$5,000.00

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.

OAKLAND UNIFIED SCHOOL DISTRICT

_____ _____
Benjamin Davis, President, Date
Board of Education

_____ _____
Kyla Johnson-Trammell, Superintendent Date
Secretary Board of Education

_____ _____
Preston Thomas, Chief Systems & Services Date
Officer,

Approval as to form:

_____ _____
Date

_____ *[name]*
General Counsel, Facilities,

CONTRACTOR: JENSEN HUGHES, INC.

Manuelita E. David 10/7/2024
Contractor Signature Date
Manuelita E. David
Senior Consultant + Team Leader
Print Name, Title

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.

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President, Board of Education — 11/14/2024 Date

Kyla Johnson-Trammell, Superintendent Secretary Board of Education — 11/14/2024 Date

Preston Thomas (Oct 16, 2024 14:26 PDT)
Preston Thomas, Chief Systems & Services Officer, — Oct 16, 2024 Date

Approval as to form:

James Traber
James Traber, Esq. General Counsel, Facilities, — 10/08/2024 Date

CONTRACTOR: JENSEN HUGHES, INC.

Contractor Signature Date

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

1. Detailed Description of Services to be provided: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated July 30, 2024, attached to this amendment as part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Memorandum:

Date: September 18, 2023
To: Kenya Chatman, Colland Jang
CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany Knuckles
From: Blake Brown
Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion Engineering Services

---

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 **(Engineering Services)** with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- **NAICS:** 541330 (Engineering Services)
    - **Specialized Scope:** Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Blake Brown

JENSEN HUGHES

July 30, 2024

Jorge De Anda
Oakland Unified School District
955 High Street
Oakland, CA 94601
jorge.deanda@ousd.org
+ 1 510-701-7758

RE: Melrose Leadership Academy, Maxwell Campus, 4730 Fleming Avenue – Oakland, CA
Fire and Intrusion Alarm Systems Consulting Services, OUSD Project No. 21115

Dear Mr. De Anda,

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

The Maxwell Park Campus is a 3rd through 8th grade school at 4730 Fleming Avenue consisting of one existing two-story classroom building and seven existing portable classrooms. The total area of the buildings is approximately 40,500 square feet. The scope of work to be reviewed is for the relocation of one existing portable classroom, and construction of a new middle school building. The existing campus fire and intrusion alarm systems will also be replaced under a current improvement project. The main FACU will be upgraded to accommodate voice evacuation for the new middle school building prior to the replacement of the remaining school campus fire alarm system.

OUSD has requested Jensen Hughes' assistance to provide third-party review of 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, participation in meetings, and to witness testing of the fire and intrusion alarm systems.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

1. Review fire and intrusion alarm drawings, datasheets, and specifications, for compliance with the applicable requirements of the CBC, CFC, Division of the State Architect (DSA) Guidelines, NFPA 72 - *National Fire Alarm and Signaling Code*, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a written report of plan review comments.

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

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Four reviews are included:

   a. One 90% CD plan review, and one back check review for the relocation of the portable classroom and new middle school building.

   b. One 90% CD plan review, and one back check review for the fire and intrusion alarm system replacement in the existing main academic building and six remaining portable classrooms.

2. Provide fire alarm and intrusion alarm systems consulting regarding issues that may arise during construction. Consulting time may be used for participation in virtual meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 8 hours is included.

3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meetings will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.

4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. The upgrade of the campus fire alarm system with voice evacuation capability is a make-ready phase that will be with the new middle school building tested prior to interconnecting the campus fire alarm system. Testing will require at least a 10% functional test, to include at least one device of each input and output function, for the existing campus-wide fire alarm system. Eight visits to witness testing are included as follows:

   - Witness one fire alarm system pre-test for the relocation and interconnection of one portable classroom to make space for the new middle school building. This will confirm functionality of the fire alarm system within the portable classroom.
   - Witness one fire alarm system pre-test at the new middle school building. This will also test the campus fire alarm system with voice evacuation capability.
   - Witness one fire alarm system final acceptance test at the new middle school building.
   - Witness one fire alarm system pretest of the campus-wide fire alarm system replacement with voice evacuation capability.
   - Witness one intrusion alarm system pre-test at the relocated portable classroom.
   - Witness one intrusion alarm system pre-test at the new middle school building.
   - Witness one intrusion alarm system pre-test for the new campus-wide intrusion alarm system.
   - Witness one intrusion alarm system final acceptance test of the new campus-wide intrusion alarm system.

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

OWNER'S CONTINGENCY

1. Client has requested a 10% contingency. Up to 10 hours of fire and/or intrusion alarm systems consulting is included. Contingency services include the following:
    a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
    b. Additional site visits to witness testing, if needed, to re-test deficiencies during any phase of 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. Fire or intrusion alarm system design.
2. Additional site visits.
3. Additional meetings.
4. Additional system tests.
5. Building and fire code analysis and appeals.
6. Review of additional resubmitted shop drawings or construction change orders.
7. Review of requests for payment and change orders from the contractor.
8. Additional construction observation visits beyond the Scope of Services.
9. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
10. Evaluation of the existing fire alarm or intrusion alarm systems.
11. Fire alarm or intrusion alarm system design services.
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.

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Client Responsibilities

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

1. Provide Jensen Hughes with PDF file copies, of all fire and intrusion alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting 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, magnehelic 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.
14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fee of $46,475, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	*Fees*
Basic Scope	$42,250
Owner Contingency	$4,225
Total	**$46,475**

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

Terms and conditions shall be in accordance with the Master Standby Agreement between the Oakland Unified School District and Jensen Hughes, Inc., dated April 11, 2024, and the applicable Amendments. To initiate our services, please provide an Amendment for execution.

If any terms set out in this Proposal conflict with the terms as set out in Exhibit A, Master Standby Agreement (MSA), the order of precedence shall be as follows:

1. Terms as per the Proposal
2. Exhibit A, MSA

Refer to Exhibit A (attached) for an executed copy of the MSA. In the event that the MSA cannot be applied to our services, Jensen Hughes Standard Terms + Conditions shall apply (refer to Exhibit B).

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Melrose Leadership Academy at Maxwell Park	**Site**	235

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes No ☒					
OUSD Project #	22126						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	01-25-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2025

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	$ 46,475.00
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
9655/9891	Fund 21 Measure Y	210-9655-0-9891-8500-6289-235-9180-9906-9999-22126	6289	$46,475.00

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
	Executive Director, Facilities			
	Signature Kenya Chatman (Oct 16, 2024 08:28 PDT)	Date Approved	Oct 16, 2024	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	10/08/2024	
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Oct 16, 2024 14:26 PDT)	Date Approved	Oct 16, 2024	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-1935
Introduction Date	10-23-2024
Enactment Number	
Enactment Date	

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, - Kenya Chatman, Executive Director, Facilities

.

Board Meeting Date October 23, 2024

Subject Amendment No. 3, Agreement for Engineering Services – Jensen Hughes, Inc. - Child Care Services Medical Therapy Unit at Santa Fe Campus Fire Alarm, & Sprinkler Systems Engineering Services Project and Termination of General Services Agreement – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 3, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Child Care Services Medical Therapy Unit at the Santa Fe Campus Project, in the additional amount of $5,000.00, increasing the Agreement's not-to-exceed amount from $154,570.00 to $159,570.00, and terminating the General Services Agreement dated January 25, 2024. All other terms and condition of the Master Standby Agreement remain in full force and effect.

Discussion This Amendment is for additional fire & intrusion alarm consulting services.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 3, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Child Care Services Medical Therapy Unit at the Santa Fe Campus Project, in the additional amount of $5,000.00, increasing the Agreement's not-to-exceed amount from $154,570.00 to $159,570.00, and terminating the General Services Agreement dated January 25, 2024. All other terms and condition of the Master Standby Agreement remain in full force and effect.

Fiscal Impact Fund 40 Special Reserve Capital

Attachments

- Amendment No. 3, including Exhibits
- Routing Form
- File ID: 23-2852; 24-1923;24-0953;24-0950 & 24-0194

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 3

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Jensen Hughes, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Child Care Services Medical Therapy Unit at Santa Fe Campus Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

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.

The CONTRACTOR agrees to provide the following amended services: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated June 17, 2024, attached to this amendment as part of Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extended by an additional Three hundred Sixty-Five (365) calendar days, and the amended expiration date is December 31, 2025. The current end date is December 31, 2024.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **Five Thousand Dollars No/100 ($5,000.00).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not to exceed contract price was **One Hundred Fifty-Four Thousand Five Hundred Seventy Dollars No/100($154,570.00)** and after this amendment, the not to exceed contract price will be: **One Hundred Fifty-Nine Thousand Five hundred Seventy Dollars No/100 ($159,570.00).**

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.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	5-8-2024	Compensation	$92,870.00
02	5-8-2024	Compensation	$26,600.00
02a	10-10-2024	Compensation	$35,100.00

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.

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.

7. **Termination of the General Services Agreement**. Contractor and OUSD acknowledge and agree that the General Services Agreement, dated January 25, 2024, entered by and between OUSD and Contractor, shall be terminated as of the date of this Amendment No. 3.

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President,
Board of Education — Date

Kyla Johnson-Trammell, Superintendent
Secretary Board of Education — Date

Preston Thomas (Sep 25, 2024 21:27 PDT)
Preston Thomas, Chief Systems & Services Officer, — Sep 25, 2024 Date

Approval as to form:

Mark Williams
Mark Williams, Esq.
Facilities Counsel — 09/24/2024 Date

CONTRACTOR: JENSEN HUGHES, INC.

Manuelita E. David — 9/17/2024
Contractor Signature — Date
Manuelita E. David
Senior Consultant + Team Leader
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

1. Detailed Description of Services to be provided: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated June 17, 2024, attached to this amendment as part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

JENSEN HUGHES

Jensen Hughes Additional Services

June 17, 2024

Imani Nycosi
Oakland Unified School District
955 High Street
Oakland, CA 94601
imani.nycosi@ousd.org
+1 510-501-4399

RE: Child Care Services Medical Therapy Unit at Sante Fe Campus, 915 54th Street – Oakland, CA
Additional Fire and Intrusion Alarm Systems Consulting Services, OUSD Project No. 21115

Dear Mr. Nycosi,

Enclosed is our Authorization for Requested Additional Services for the referenced project, presented to Imani Nycosi on behalf of the Oakland Unified School District (OUSD) (Client) for approval.

Jensen Hughes (Consultant) has completed our original scope for initial and backcheck review consulting services for the fire and intrusion alarm designs for the project as produced and provided by HY Architects and their consultants. Jensen Hughes has been requested to provide additional fire and intrusion alarm drawing review for the project. These services are outside the scope originally agreed upon for this project.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or at jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jasun Boles
Consultant

Attachments: Enclosure - Change Number 1

JIB/DMS:rs
Y:\Shared\Proposals\Fire & Building Safety\WNC\2024\24-0193-JIB_OUSD Child Care MTU at Santa Fe Campus_CO1 TP Review\FBS-WNC-24-0193-JIB_OUSD CCS MTU @ Santa Fe_CO1 TP Review 20240617.docx

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

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Authorization for Requested Additional Services

CHANGE NUMBER: 1

Date:	June 17, 2024
Project Name:	Child Care Services Medical Therapy Unit at Santa Fe Campus
Project Location:	915 54th Street in Oakland California
OUSD Project No.:	21115
Jensen Hughes Project No.:	1DMS23005.000
Original Contract Dated:	January 25, 2024
Client:	Oakland Unified School District
Contact:	Imani Nycosi

Description of Additional Services

Jensen Hughes proposes to perform the following additional scope of services:

+ Additional fire alarm and intrusion alarm design review. A total of one review and letter with plan markups is included.

Professional Fee

The proposed Scope of Services above will be provided by Consultant for a firm fixed fee of $5,000, including necessary expenses to perform our Scope of Services.

Net Increase for these Additional Services	**$**	**5,000**

[redacted]

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Memorandum:

Date: September 18, 2023
To: Kenya Chatman, Colland Jang
CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany Knuckles
From: Blake Brown
Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion Engineering Services

---

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 **(Engineering Services)** with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- **NAICS:** 541330 (Engineering Services)
    - **Specialized Scope:** Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Blake Brown

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Child Care Services Medical Therapy Unit at Santa Fe Campus	**Site**	150

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes, Inc.	Agency's Contact	David Secoda						
OUSD Vendor ID #	002281	Title	Manager						
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520		
Telephone	925-257-5145	Policy Expires							
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes No ☒							
OUSD Project #	21115								

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	04-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	02-28-2029
		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	$ 5,000.00
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
9940/9861	Fund 40	400-9940-0-9861-8500-6274-150-9180-1313-9999-21115	5825	$5,000.00

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
	Executive Director, Facilities			
	Signature Preston Thomas (Sep 25, 2024 21:27 PDT)		Date Approved	Sep 25, 2024
2.	**General Counsel, Facilities**			
	Signature Mark Williams		Date Approved	09/24/2024
3.	**Chief Systems and Services Officer**			
	Signature Preston Thomas (Sep 25, 2024 21:27 PDT)		Date Approved	Sep 25, 2024
4.	**Chief Financial Officer**			
	Signature		Date Approved	
5.	**President, Board of Education**			
	Signature		Date Approved	

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	23-2852
Introduction Date	01-24-2024
Enactment Number	24-0112
Enactment Date	1/24/2024 os

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

Board Meeting Date January 24, 2024

Subject General Services Agreement – Jensen Hughes – Child Care Services Medical Therapy Unit at Santa Fe Campus -Division of Facilities Planning and Management

Action Requested Approval by the Board of Education for General Services Agreement by and between the **District** and **Jensen Hughes**, Concord, California, for the latter to provide consulting services for the fire alarm design project and to verify compliance with the California Building and Fire Codes (CBC and CFC) for the **Child Care Services Medical Therapy Unit at Santa Fe Campus** in the not-to-exceed amount of **$33,880.00 which includes a not-to-exceed amount of $3,080.00 for Additional Services,** with work scheduled to commence on **January 25, 2024,** and scheduled to last until **December 31, 2024**, pursuant to the agreement.

Discussion Consultant is providing specially trained consulting services (Public Contract Code §20111(d) and Government Code §53060).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education for General Services Agreement by and between the District and Jensen Hughes, Concord, California, for the latter to provide consulting services for the fire alarm design project and to verify compliance with the California Building and Fire Codes (CBC and CFC) for the Child Care Services Medical Therapy Unit at Santa Fe Campus in the not-to-exceed amount of $33,880.00 which includes a not-to-exceed amount of $3,080.00 for Additional Services, with work scheduled to commence on January 25, 2024, and scheduled to last until December 31, 2024, pursuant to the agreement.

Fiscal Impact Fund 40

Attachments

- Justification Form
- Agreement and Exhibits
- Insurance Certificate
- Routing Form

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

Legislative File ID No. **23-2852**

Department: **Facilities Planning and Management**

Vendor Name: **Jensen Hughes**

Project Name: **CCS/MTU Sante Fe Medical Therapy Unit** **Project No.:** **21115**

Contract Term: Intended Start: 01-25-2024 Intended End: 12-31-2024

Total Cost Over Contract Term: $33,880.00

Approved by: **Preston Thomas**

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?

Jesen Hughes already provides fire and intrusion alarm consulting services for the District.

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

J&H to review project fire alarm design; and verify compliance with California Building and Fire Code and OUSD design standards.

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?

Jesen Hughes already provides fire and intrusion alarm consulting services for 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 (including sole source) – *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 RFQ/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:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ 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 $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

- Consultant is providing specially trained consulting services (Public Contract Code §20111(d) and Government Code §53060).

OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT

This general services agreement ("Agreement") is made and entered into effective January 25, 2024 (the "Effective Date"), by and between the Oakland Unified School District ("District") and **Jensen Hughes, Inc.** ("Contractor" and together with District, the "Parties").

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Basic Services"): For the **Child Care Services Medical Therapy Unit at Santa Fe Campus** project ("Project"), (as further described in **Exhibit A** to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., "Additional Services") if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). "Services" shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by Jensen Hughes, consultants specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall be the duration of the Project ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) 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; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or

tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in ***Exhibit B*** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Thirty-Three Thousand Eight Hundred Eighty Dollars (\$33,880.00),** which consists of a not-to-exceed amount of **Thirty Thousand Eight Hundred Dollars (\$30,800.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Three Thousand Eighty Dollars (\$3,080.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses**. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, 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,(including third party claims), demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") to the extent directly arising out of, or resulting from any, 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. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing,

District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. Insurance. Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200, et seq.; and (iv) professional liability insurance covering errors and omissions. 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 (except Worker's Compensation and Professional Liability Insurance) shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. 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. Unless required by law, 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. If applicable, 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. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice

and Acknowledgement form and the required certification (see ***Exhibit C***).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

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

A. [X] Contractor and Contractor Parties will **only have limited contact 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 will 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 or risk assessment 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 to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 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.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law

or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

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

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

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

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

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. 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 a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

profits in connection with this Agreement.23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party 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 either Party from any or further exercise of any right or remedy.

25. **Reports**. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

36. **[Not Used]**

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor is a resident of the State of California.

* *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

By: Preston Thomas (Dec 27, 2023 16:11 PST)
Name: Preston Thomas
Title: Chief Systems and Services Officer, Facilities Planning and Management

Address for District Notices:

CONTRACTOR:

JENSEN HUGHES, INC.

By:
Name: Doug Cuthbert
Title: Operations Leader

Address for Contractor Notices:

Approved As To Form:

12/27/23
OUSD Facilities Legal Counsel Date

1/25/2024
Benjamin "Sam" Davis, President, BOE

1/25/2024
Kyla Johnson-Trammell, Superintendent & Secretary, BOE

EXHIBIT A

Scope of Services

JENSEN HUGHES

November 16, 2023

Victor Manansala
Oakland Unified School District
955 High Street
Oakland, CA 94601
victor.manansala@ousd.org
+ 1 510-856-7058

RE: Child Care Services Medical Therapy Unit at Santa Fe Campus – Oakland, CA
Fire and Intrusion Alarm Systems Consulting, OUSD Project No. 21115

Dear Mr. Manansala,

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

OUSD has retained HY Architects and their consultants for a new Child Care Services (CCS) Medial Therapy Unit (MTU) at the Santa Fe Campus located at 915 54th Street in Oakland California. The project involves the removal of five existing portable buildings. Six new portable buildings will be installed on permanent foundations. The six new portable buildings will be interconnected creating one space. The current schedule anticipates submission to the Division of the State Architect (DSA) in January 2024.

Based on discussions at the pre-design meeting, the new buildings will be integrated into the campus fire and intrusion alarm systems. The existing campus fire alarm system provides tone-type occupant notification. The new MTU requires emergency voice alarm communication (EVAC) type occupant notification. Therefore, the campus fire alarm system will be upgraded to provide EVAC capability. The campus intrusion alarm system will be upgraded to a Bosch B9512G to replace the obsolete Bosch D9412GV4. The MTU will be a separate logical area of the campus intrusion alarm system.

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, participation in meetings, and to witness testing of the fire and intrusion alarm systems.

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

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

1. Review fire and intrusion alarm drawings, datasheets, and specifications, for compliance with the applicable CBC, CFC, 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 written report of plan review comments. Two reviews are included: one 90% CD plan review, and one back check review.
2. Provide fire alarm and intrusion alarm systems 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. A total of 8 hours is included.
3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meetings will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. The upgrade of the campus fire alarm system with EVAC capability is a make-ready phase that will be tested prior to interconnecting the campus fire alarm system with the new MTU. Five visits to witness testing are included as follows:
   - Witness one fire alarm acceptance test for the upgrade of the campus fire alarm system with EVAC capability.
   - Witness one fire alarm system pre-test at the new MTU.
   - Witness one fire alarm system final acceptance test at the new MTU.
   - Witness one intrusion alarm system pre-test at the new MTU.
   - Witness one intrusion alarm system final acceptance test at the new MTU.

OWNER'S CONTINGENCY

1. Client has requested a 10% contingency for Additional Services (see below). Up to 10 hours of fire and/or intrusion alarm systems consulting is included. Contingency services will be provided on a time-and-expense basis. Contingency services include the following:
   a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
   b. Additional site visits to witness testing, if needed to re-test deficiencies during any phase of 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.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

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 Services.
8. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
9. Evaluation of the existing fire alarm or intrusion alarm systems.
10. DSA submittals or verified reports.
11. 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 PDF file copies, of all fire and intrusion alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting 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.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

EXHIBIT B

Hourly Rates

8. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic 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.
14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for time and expense fee of $33,880, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity		*Fees*
Basic Scope (time and expense)	$	30,800
Owner Contingency (time and expense)	$	3,080
Total	**$**	**33,880**

BILLING RATES

The following hourly labor rates apply for the Owner Contingency Scope of Services:

Labor Category	*Hourly Rate*
Senior Consultant	$285 - $340
Consultant	$215 - $265
Associate	$150 - $195
Technician / Intern	$110
Project Administrator	$100 - $125

Confidential and Proprietary.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Operations Leader *[insert "owner" or officer title]* of Jensen Hughes, Inc. *[insert name of business entity]* , have read the foregoing and agree that Jensen Hughes, Inc. ---------- *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: December 27, 2023

Name: Doug Cuthbert

Signature: 

Title: Operations Leader

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of

Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Jensen Hughes, Inc.
Date of Entity's Contract with District: June 2, 2023
Scope of Entity's Contract with District: Sprinkler design and consulting services

I, Dina J. Wong *[insert name]* , am the Assistant Secretary and General Counsel *[insert "owner" or officer title]* for Jensen Hughes, Inc. *[insert name of business entity]* ("Entity"), which entered a contract on June 2, 2023, with the District for sprinkler design and consulting.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 6, 2023

Signature: Dina J Wong
Typed Name: Dina J. Wong
Title: Assistant Secretary and General Counsel
Entity: Jensen Hughes, Inc.

JENSHUG-01 TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2023

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 # 0C36861
Alliant Insurance Services, Inc.
560 Mission St 6th Fl
San Francisco, CA 94105

CONTACT NAME:
PHONE (A/C, No, Ext): (415) 946-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Starr Surplus Lines Insurance Company	13604
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jensen Hughes Inc.
3610 Commerce Drive Ste 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	P-630-9R157166-COF-23	3/15/2023	3/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG STOP GAP LIABIL	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-9R228458-23-43-G	3/15/2023	3/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP-9R228956-23-43	3/15/2023	3/15/2024	EACH OCCURRENCE AGGREGATE	$ $ $	1,000,000 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-9R229222-23-43-G	3/15/2023	3/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional			1000600146231	3/15/2023	3/15/2024	Per Claim/Agg		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: OUSD Urban Promise Academy
The Distric and Districy Parties are included as additional insureds with respect to general liability and auto liability policies on a primary and non-contributory basis as required by written contract per attached endorsement. A waiver of subrogation applies to general liability, auto liability, and workers' compensation policies as required by written contract per attached endorsement.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

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.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Child Care Services Medical Therapy Unit at Santa Fe Campus	**Site**	150

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No	Worked as an OUSD employee? ☐ Yes No ☒					
OUSD Project #	21115						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	01-25-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		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)	$33,880.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9940/9861	Fund 40	400-9940-0-9861-8500-6274-150-9180-1313-9999-21115	5825	$33,880.00

Approval and Routing (in order of approval steps)

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

	Division Head	**Phone**	510-535-7038	Fax 510-535-7082
1.	**Executive Director, Facilities Planning and Management**			
	Signature Kitwa Chatman (Dec 27, 2023 16:13 PST)	Date Approved	Dec 27, 2023	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form	Date Approved	12/27/23	
3.	**Chief Systems and Services Officer, Facilities Planning and Management**			
	Signature Preston Thomas (Dec 27, 2023 16:11 PST)	Date Approved	Dec 27, 2023	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-1923
Introduction Date	10-9-2024
Enactment Number	24-1874
Enactment Date	10/9/2024 CJH

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, - Kenya Chatman, Executive Director, Division of Facilities Planning and Management

.

Board Meeting Date October 9, 2024

Subject Amendment No. 2a, ~~to Master Standby~~ Agreement for Engineering Services – Jensen Hughes, Inc., - Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 2a, ~~to the Master Standby~~ Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of $35,100.00, increasing Agreement's not-to-exceed amount from $119,470.00 to $154,570.00, ~~and the amount allocated to this specific Project from $26,600.00 to $61,700.00~~. All other terms and condition of the Agreement remain in full force and effect.

Discussion This Amendment is for the District's fire alarm, intrusion alarm, & fire sprinkler systems Engineering Services Project.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 2a, ~~to the Master Standby~~ Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of $35,100.00, increasing Agreement's not-to-exceed amount from $119,470.00 to $154,570.00, ~~and the amount allocated to this specific Project from $26,600.00 to $61,700.00~~. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds Measure J

Attachments

- Amendment No. 2a including Exhibits
- Routing Form
- File ID's 24-0953; 24-0194; 24-0950

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2a

~~AWARD OF STANDBY MASTER~~ AGREEMENT FOR ENGINEERING SERVICES ~~AGREEMENT~~

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Jensen Hughes, Inc.** OUSD entered into an agreement with CONTRACTOR for services on **April 11, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

   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.

   The CONTRACTOR agrees to provide the following amended services: To provide engineering design services for the District's fire alarm, and intrusion alarm consulting services of Phase II, as described in the proposal dated July 3, 2024, attached to this amendment as part of Exhibit A.

2. **Terms** (duration): **X** The term of the contract is unchanged. ☐ The term of the contract has changed.

   If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

   If the compensation is changed: The not to exceed contract price is

   X Increased by: **Thirty-Five Thousand One Hundred Dollars No/100 ($35,100.00).**

   ☐ Decreased by _____ dollars and no/100 ($_____).

   Prior to this amendment, the not to exceed contract price was **One Hundred Nineteen Thousand Four Hundred Seventy Dollars No/100($119,470.00)** and after this amendment, the not to exceed contract price will be: **One Hundred Fifty-Four thousand Five hundred Seventy Dollars No/100 ($154,570.00).**

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.** **X** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	5-8-2024	Compensation	$92,870.00
02	5-8-2024	Compensation	$26,600.00

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.

Contract No. | P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President,
Board of Education — 10/10/2024 Date

Kyla Johnson-Trammell, Superintendent
Secretary Board of Education — 10/10/2024 Date

Preston Thomas (Sep 13, 2024 15:46 PDT)

Preston Thomas, Chief Systems & Services
Officer, — Sep 13, 2024 Date

Approval as to form:

James Traber

James Traber, Esq.
General Counsel, Facilities, — 08/08/2024 Date

CONTRACTOR: JENSEN HUGHES, INC.

Manuelita E. David — 8/9/2024 Date

Contractor Signature

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

Amendment No. 3 – Jensen Hughes, Inc. - Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project - $35,100.00

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

1. Detailed Description of Services to be provided: To provide additional fire & intrusion alarm consulting services, which consist of reviewing drawings & specifications for Phase II fire and intrusion alarm designs to verify code compliance with the District's Standards, as described in the proposal dated July 3, 2024, attached to this amendment as part of Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

JENSEN HUGHES

Jensen Hughes Additional Services

July 3, 2024

JaQuan Cornish
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
jaquan.cornish@ousd.org
+1 510-535-7041

RE: Fremont High School Modernization & New Parking Lot
Phase 2 Additional Services, Fire and Intrusion Alarm Consulting

Dear Mr. Cornish,

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

The Fremont High School modernization project has been expanded to include a Phase 2 area of work. Phase 2 will remove three existing portable buildings at the Northeast corner of the campus. Phase 2 will provide three new buildings comprised of six modulars. One of the new buildings will be a stand-alone administration building. The other two buildings will provide five new classrooms. The three new buildings will be constructed in the same area where the existing buildings will be removed.

OUSD has requested Jensen Hughes' assistance in reviewing the Phase 2 fire and intrusion alarm designs to verify compliance with the applicable codes and OUSD Standards, participation in meetings, and to witness testing of the fire alarm and intrusion alarm systems.

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

Sincerely,

Jensen Hughes

David Secoda
Senior Consultant

Attachments: Enclosure – Change Number 1

DMS/rs
Y:\Shared\Proposals\Fire & Building Safety\WNC\2024\24-0218-DMS_OUSD Fremont HS Ph2_Add Svs\FBS-WNC-24-0218-DMS_Fremont HS Ph2_CO1 Add Service_202407023-R1.docx

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

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Authorization for Additional Services

CHANGE NUMBER: 01

Date:	July 3, 2024
Project Name:	Fremont High School
Project Location:	4610 Foothill Boulevard, Oakland, CA 94601
Project No.:	1DMS24002.000
Original Contract Dated:	April 11, 2024; with Amendment No. 2, signed April 12, 2024
Client:	Oakland Unified School District
Contact:	JaQuan Cornish

Description of Additional Services

1. Review fire alarm 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 Alarm Standards. Plan reviews will be limited to fire alarm and intrusion alarm systems only. Jensen Hughes will provide a written report of plan review comments. Two reviews are included: one 90% CD plan review, and one back check review.
2. Provide general fire alarm and intrusion alarm system 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. A total of 16 hours is included.
3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meeting will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Fire alarm testing will include re-acceptance testing of existing fire alarm devices in accordance with NFPA 72. Results of the tests will be recorded and submitted to the Client. Four visits to witness testing are included as follows:
    a. Witness one fire alarm system pre-test (Phase 2).
    b. Witness one fire alarm system final test (Phase 2).
    c. Witness one intrusion alarm system pre-test (Phase 2).
    d. Witness one intrusion alarm system final test (Phase 2).

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Professional Fee

The proposed Additional Services noted above will be provided by Consultant for a lump sum amount of $35,100, including necessary expenses and an Owner's Contingency of $5,000 to perform our Scope of Services.

The Owner's Contingency of $5,000 will not be invoiced unless budget is necessary to complete the Scope of Services.

Net Increase for these Additional Services	**$**	**35,100.00**
Original Contract Sum	$	26,600.00
Net Change by Previously Authorized Additional Services	$	35,100.00
Contract Sum Prior to this Additional Services Request	$	26,600.00
Net Increase for Additional Services described herein	$	35,100.00
New Contract Sum	$	61,700.00

SIGNATURE

David M. Secoda

PRINTED NAME

Senior Consultant

TITLE

July 3, 2024

DATE

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved.T0123

Memorandum:

Date: September 18, 2023
To: Kenya Chatman, Colland Jang
CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany Knuckles
From: Blake Brown
Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion Engineering Services

---

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 **(Engineering Services)** with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- **NAICS:** 541330 (Engineering Services)
    - **Specialized Scope:** Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Blake Brown

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School Modernization	**Site**	302

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes, Inc.	Agency's Contact	David Secoda					
OUSD Vendor ID #	002281	Title	Manager					
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520	
Telephone	925-257-5145	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No						
OUSD Project #	22156							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2029
		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	$35,100.00
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
9650 9921	**Fund 21 Measure J**	**210-9650-0-9921-8500-6289-302-9180-9005-9999-22156**	**6289**	**$35,100.00**

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	510-535-7050
	Executive Director, Facilities			
	Signature Kenya Chatman (Aug 14, 2024 08:28 PDT)	Date Approved	Aug 14, 2024	
2.	**General Counsel, Facilities**			
	Signature James Traber	Date Approved	08/08/2024	
3.	**Chief Systems & Services Officer**			
	Signature Preston Thomas (Sep 13, 2024 15:46 PDT)	Date Approved	Sep 13, 2024	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-0953
Introduction Date	5-8-2024
Enactment Number	24-0852
Enactment Date	5/8/2024 er

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 8, 2024

Subject Amendment No. 2, Agreement for Engineering Services – Jensen Hughes, Inc., - Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Fremont Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of $26,600.00, increasing Agreement's total not-to-exceed amount from $92,870.00 to $119,470.00, pursuant to the Amendment. All other terms and condition of the Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services for the District's fire alarm, intrusion alarm and fire sprinkler systems.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 2, to the Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of $26,600.00, increasing Agreement's total not-to-exceed amount from $92,870.00 to $119,470.00, pursuant to the Amendment. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure J

Attachments

- Amendment No. 2, including exhibits
- Routing Form
- File IDs 24-0194; 24-0950

Exhibit A

Amendment No. 2 to the Agreement for Engineering Services

Fire Alarm Systems at Fremont High School for Modernization Project

Pursuant to the agreement between the Oakland Unified School District ("District") and Jensen Hughes, Inc. ("Engineer") effective April 11, 2024 ("Agreement") for the Measure Y construction program, the District and Engineer agree to amend the Agreement to add engineering services for design and construction administration of the fire alarm systems work of improvement ("Fire Alarm Systems Work").

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Fire Alarm Systems Work, Engineer shall perform the Basic and Additional Services specified in the Agreement. In addition, Engineer shall provide the scope of services as delineated in the Fee Proposal, dated November 9, 2023.

Multiple prime construction contracts are not being used as the delivery method for the Fire Alarm Systems Work.

For the engineering services to be provided under this amendment to the Agreement, Engineer shall complete such services to include but not be limited to reviewing design drawings for fire alarm systems, responding to address issues during construction, and witnessing the pre-test and final acceptance test of the systems with the District Project Manager, Contractor, OUSD Alarm Shop, and Project Inspector ("IOR").

For the Basic Services satisfactorily performed under this amendment to the Agreement, Engineer shall be compensated according to its hourly rate schedule (***Exhibit A*** to the Agreement). Engineer's total compensation for its Basic Services shall not exceed Twenty-Four Thousand Two Hundred Dollars and No Cent ($24,200.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Fire Alarm Systems Work, based on its November 9, 2023, fee proposal. Engineer acknowledges that the amount for Basic Services includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under the Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Engineer's total reimbursement for Reimbursable Expenses shall not to exceed Zero Dollars and No/100($0.00), which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Fire Alarm Systems Work.

Engineer's total contingency compensation for Additional Services pursuant to Article 6 for the Fire Alarm Systems Work shall not exceed Two Thousand Four Hundred Dollars and No Cent ($2,400.00).

The total not-to-exceed price of this amendment for the Fire Alarm Systems Work, based on Basic and Additional Services and Reimbursable Expenses (see above), is Twenty-Six Thousand Six Hundred Dollars and No Cent ($26,600.00).

Prior to this amendment, the not to exceed contract price was Ninety-Two Thousand Eight Hundred Seventy Dollars No/100($92,870.00) and after this amendment, the not to exceed contract price will be: One Hundred Nineteen Thousand Four Hundred Seventy Dollars No/100 ($119,470.00).

Engineer shall provide a minimum of one (1) full-time employee for the Fire Alarm Systems Work before construction commences, one (1) full-time employee after construction commences, and two (2) full-time employees for fire alarm systems testing to perform its duties and responsibilities under the Agreement.

For the Fire Alarm Systems Work, Engineer shall provide the following insurance in addition to the insurance that is required by the Agreement: (not applicable)

Before performing any Services pursuant to this amendment, Engineer shall submit the fingerprinting forms required by the Agreement.

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT

5/9/2024
Benjamin Davis, President, Board of Education — Date

5/9/2024
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education — Date

Preston Thomas (Apr 12, 2024 16:38 PDT) Apr 12, 2024
Preston Thomas, Chief Systems & Services Officer, Facilities Planning & Management — Date

James Traber (as to form) 4/11/24
Jim Traber, General Counsel - Facilities, OUSD — Date

ENGINEER:
Jensen Hughes, Inc.

Signature

Doug Cuthbert, Operations Leader

April 12, 2024
Date

JENSEN HUGHES

November 9, 2023

JaQuan Cornish, Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
jaquan.cornish@ousd.org
+1 510-535-7041

RE: Fremont High School Modernization & New Parking Lot
Fire Alarm Systems Consulting

Dear JaQuan,

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

OUSD has retained HY Architects and their consultants for a modernization and new parking lot at the Fremont High School Campus located at 4610 Foothill Boulevard in Oakland California. The project includes an elevator modernization in the Media Building, re-roofing of the Media Building, Auditorium Building and Shop Building, and renovations to the parking lot on 4529 Foothill Boulevard. The re-roofing will include installation of two new rooftop mechanical units.

It's anticipated that the elevator modernization and the new rooftop mechanical units will include new fire alarm interfaces and building fire-safety functions. Intrusion alarm consulting services are excluded.

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

Scope of Service

Jensen Hughes proposes to provide the following scope of services:

1. Review fire alarm 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 Alarm Standards. Plan reviews will be limited to fire alarm systems only. Jensen Hughes will provide a written report of plan review comments. Two reviews are included: one 90% CD plan review, and one back check review.

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

Copyright © 2023 Jensen Hughes, Inc.
All Rights Reserved. T123

2. Provide fire alarm system 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. A total of 8 hours is included.
3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meeting will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
4. Witness the pre-test and final acceptance test of the fire alarm system with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Fire alarm testing will include re-acceptance testing of existing fire alarm devices in accordance with NFPA 72. Results of the tests will be recorded and submitted to the Client. Four visits to witness testing are included as follows:
   - Witness one fire alarm system pre-test (elevator upgrade phase).
   - Witness one fire alarm system final test (elevator upgrade phase).
   - Witness one fire alarm system pre-test (re-roofing phase).
   - Witness one fire alarm system final test (re-roofing phase).

OWNER'S CONTINGENCY

1. Client has requested a 10% contingency. Up to 8 hours of fire and/or intrusion alarm system consulting is included. Contingency services will be provided on a time-and-expense basis. Contingency services include the following:
   a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
   b. Additional site visits to witness testing, if needed to re-test deficiencies during any phase of 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. Intrusion alarm review, design, and consulting.
2. Additional site visits.
3. Additional meetings.
4. Additional system tests.
5. Building and fire code analysis and appeals.
6. Review of additional resubmitted shop drawings or construction change orders.
7. Review of requests for payment and change orders from the contractor.
8. Additional construction observation visits beyond the Scope of Services.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

9. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
10. Evaluation of the existing fire alarm or intrusion alarm systems.
11. Fire alarm or intrusion alarm system design services.
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 PDF file copies, of all fire alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting 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 system.
7. Provide personnel properly equipped for testing the fire alarm systems and devices.
8. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic 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.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

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 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.
14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum and time and expense fee of $26,600, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	*Fees*
Basic scope (lump sum fixed fee)	$24,200
Owner Contingency (time and expense)	$2,400
Total	**$26,600**

BILLING RATES

The following hourly labor rates apply for the Owner Contingency Scope of Services:

Labor Category	*Hourly Rate*
Technical Fellow	Varies
Senior Consultant	$285 - $340
Consultant	$215 - $265
Associate	$150 - $195
Technician / Intern	$110
Project Administrator	$100 - $125

Confidential and Proprietary.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

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

Miscellaneous

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

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

Sincerely,

Jensen Hughes

David M. Secoda
Senior Consultant

Attachments: Billing Contact Information, Remittance Information, Exhibit A

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

Acceptance

Jensen Hughes, Inc.:	*Oakland Unified School District:*
SIGNATURE	SIGNATURE
David M. Secoda	
PRINTED NAME	PRINTED NAME
Senior Consultant	
TITLE	TITLE
November 9, 2023	
DATE	DATE

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at https://www.jensenhughes.com/privacy. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

DMS/rs
Y:\Shared\Proposals\Fire & Building Safety\wnc\2023\23-0353-DMS_OUSD Fremont HS Mod+New Parking Lot_FA Consult\FBS-WNC-23-0353-DMS_OUSD Fremont HS Mod+New Parking Lot_FA Consulting_20231109.docx

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved. T123

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services	Site	918

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes, Inc.	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21101						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2029
		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	$26,600.00
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
9021/9847	**Fund 25**	**250-9021-0-9847-8500-6215-568-9180-9000-9999-22101**	**6289**	**$26,600.00**

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	510-535-7050
	Executive Director, Facilities			
	Signature Kenya Chatman (Apr 12, 2024 16:36 PDT)	Date Approved	Apr 12, 2024	
2.	**General Counsel - Facilities, OUSD**			
	Signature James Traber	Date Approved	4/11/24	
3.	**Chief Systems & Services Officer, Facilities Planning and Management**			
	Signature Preston Thomas (Apr 12, 2024 16:38 PDT)	Date Approved	Apr 12, 2024	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.** File	
ID Number	24-0950
Introduction Date	5-8-2024
Enactment Number	24-0714
Enactment Date	4/24/2024 er

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 8, 2024

Subject Amendment No. 1, Master Standby Agreement for Engineering Services – Jensen Hughes, Inc., - 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of $92,870.00 increasing Agreement's total not-to-exceed amount from $0.00 to $92,870.00, pursuant to the Amendment. All other terms and condition of the Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services for the District's fire alarm, intrusion alarm and fire sprinkler systems.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 1, to the Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of $92,870.00 increasing Agreement's total not-to-exceed amount from $0.00 to $92,870.00, pursuant to the Amendment. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File IDs 24-0194

Exhibit A
Amendment No. 1

Intrusion Alarm System at 2111 International Boulevard
for Community School for Creative Education

Pursuant to the agreement between the Oakland Unified School District ("District") and Jensen Hughes, Inc. ("Engineer") effective April 11, 2024 ("Agreement") for the Measure Y construction program, the District and Engineer agree to amend the Agreement to add engineering services for design and construction administration of the intrusion alarm system work of improvement ("Intrusion Alarm System Work").

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Intrusion Alarm System Work, Engineer shall perform the Basic and Additional Services specified in the Agreement. In addition, Engineer shall provide the scope of services as delineated in the Fee Proposal, dated January 9, 2024.

Multiple prime construction contracts are not being used as the delivery method for the Intrusion Alarm System Work.

For the engineering services to be provided under this amendment to the Agreement, Engineer shall complete such services to include but not be limited to preparing design drawings for intrusion alarm system, responding to address issues during construction, and witnessing the pre-test and final acceptance test of the system with the District Project Manager, Contractor, OUSD Alarm Shop, and Project Inspector ("IOR").

For the Basic Services satisfactorily performed under this amendment to the Agreement, Engineer shall be compensated according to its hourly rate schedule (***Exhibit A*** to the Agreement). Engineer's total compensation for its Basic Services shall not exceed Eighty-Three Thousand Three Hundred Dollars and No Cent ($83,300.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Intrusion Alarm System Work, based on its January 9, 2024, fee proposal. Engineer acknowledges that the amount for Basic Services includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under the Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Engineer's total reimbursement for Reimbursable Expenses shall not exceed Zero Dollars and No

Cent ($0.00), which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Intrusion Alarm System Work.

Engineer's total contingency compensation for Additional Services pursuant to Article 6 for the Intrusion Alarm System Work shall not exceed Nine Thousand Five Hundred Seventy Dollars and No Cents ($9,570.00).

The total not-to-exceed price of this amendment for the Intrusion Alarm System Work, based on Basic and Additional Services and Reimbursable Expenses (see above), is Ninety-Two Thousand Eight Hundred Seventy Dollars and No Cents ($92,870.00).

Engineer shall provide a minimum of one (1) full-time employee for the Intrusion Alarm System Work before construction commences, one (1) full-time employee after construction commences, and two (2) full-time employees for intrusion alarm system testing to perform its duties and responsibilities under the Agreement.

For the Intrusion Alarm System Work, Engineer shall provide the following insurance in addition to the insurance that is required by the Agreement: (not applicable)

Before performing any Services pursuant to this amendment, Engineer shall submit the fingerprinting forms required by the Agreement.

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT

4/25/2024
Benjamin Davis, President, Board of Education — Date

4/25/24
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education — Date

Preston Thomas (Apr 12, 2024 17:01 PDT) Apr 12, 2024
Preston Thomas, Chief Systems & Services Officer, Facilities Planning & Management — Date

James Traber (as to form) 4/11/24
Jim Traber, Esq. General Counsel - Facilities — Date

ENGINEER:
Jensen Hughes, Inc.

Signature
Doug Cuthbert, Operations Leader

April 12, 2024
Date

JENSEN HUGHES

January 9, 2024

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

RE: Community School for Creative Education
2111 International Boulevard - Oakland, CA
Intrusion Alarm Design Services

Dear Mr. Esposito,

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

The project is an existing educational occupancy consisting of one tri-level permanent building. The building is approximately 45,000 square feet in area. The Client has requested Jensen Hughes' assistance with preparation of a design to replace the existing intrusion alarm system at the property.

Scope of Service

We propose to provide the following Scope of Services:

1.1 DRAWING DEVELOPMENT AND DESIGN

1. Attend one pre-design meeting with the Client to identify the intrusion alarm system objectives and to determine the approach to the system replacement.
1. Develop AutoCAD background drawings from the existing third-party 3D scanning electronic files, black-line drawings, and site surveys.
2. Review the available existing intrusion alarm system plans and other records to develop the intrusion alarm system replacement design criteria and to identify existing conduits(s) for possible reuse.
3. Conduct site visits to determine existing site conditions. During the site visits, Jensen Hughes will identify and locate existing intrusion alarm system devices, appliances, and interfaces. Survey findings will be used to develop demolition drawings of unused existing intrusion alarm components.

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

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

4. Prepare intrusion alarm design drawings and technical specifications. Intrusion alarm design drawings will be detailed sufficient for OUSD Alarm Shop requirements. Intrusion alarm design shall be in accordance with the current OUSD Intrusion Alarm Standard. The design drawings will be prepared in AutoCAD format.
5. Coordinate the design with OUSD Buildings & Grounds Alarm Shop.
6. Submit 50% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop for review and comment. Revise the 50% construction drawings to incorporate appropriate comments received from OUSD.
7. Submit 90% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop. Revise the 90% construction drawings to incorporate appropriate comments received from OUSD.
8. Prepare a construction cost estimate based on Jensen Hughes' construction documents.

   Note: Intrusion alarm systems are not regulated by California State codes. Design documents will not be submitted to the Division of the State Architect (DSA) for review and approval. DSA application fees are excluded.
9. Final intrusion alarm drawings and specifications will be reviewed and stamped by one of Jensen Hughes' licensed Electrical Engineers.
10. Submit final construction documents to Client for bidding purposes. Submittal shall include one Engineer-stamped approved hard copy of construction drawings and specifications and electronic files of same.

1.2 BID SERVICES

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

1.3 CONSTRUCTION ADMINISTRATION

1. Attend one pre-construction and one pre-pull meeting with the selected contractor and the Client. Meetings shall be arranged by the Client.
2. Attend one construction kick-off meeting with the selected contractor and the Client. Meetings shall be arranged by the Client.
3. Attend weekly project meetings during construction. Meeting minutes shall be recorded and distributed by the Client. A total of 16 weekly meetings are included. It is budgeted for 12 one-hour virtual meetings, and four onsite meetings.
4. Provide appropriate direction to the DSA Project Inspector.
5. Conduct two construction observation visits during construction to ensure compliance and completion in accordance with the approved plans. Construction observation visits will be high-level reviews and are not intended as a substitute for continuous inspection provided by the Project Inspector. Jensen Hughes will provide written comments reflecting items reviewed at the site. It is anticipated that construction observation visits will coincide with construction meetings.

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

6. Respond to contractor or inspector RFIs concerning interpretation of construction drawings. Prepare RFI responses as appropriate.
7. Provide general consulting regarding the project. This consulting may be used for:
    a. Mitigating contractor problems and/or conflicts.
    b. Providing recommendations/solutions.
    c. Assisting with requests for change orders.
8. Witness the pre- and final acceptance tests of the intrusion alarm system with the Client, contactor, OUSD Building & Grounds Alarm Shop, and Project Inspector. Results of the final tests will be recorded and submitted to the Client. Four site visits are included for systems testing.
9. Conduct one final walk-through at the completion of construction to verify and document that the intrusion alarm systems are installed in accordance with the manufacturer's requirements, OUSD Standards, and the design intent. Prepare a letter report that identifies any deficiencies found during the final walk-through. Submit the same to the Client.

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

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

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved. T0123

Client Responsibilities

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

1. Provide Jensen Hughes with all drawings, including existing as-built intrusion alarm, fire alarm, fire protection system, architectural, structural, mechanical, electrical, and fixture plans, and other information pertaining to design of the project. These documents are for Jensen Hughes' use in preparing the drawings and specifications. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
2. Coordinate and arrange all required meetings and tests.
3. Provide Jensen Hughes access to all areas of the building for the purpose of conducting surveys and site visits.
4. Provide staff familiar with the location and operation of the existing intrusion alarm systems.
5. Pay for all fees for securing approval of authorities having jurisdiction.
6. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.
7. Provide Jensen Hughes with adequate notice (7 to 10 business days) to schedule and staff the anticipated scope efforts prior to project deadlines.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum fee of $92,870. Fee is inclusive of the necessary expenses to perform our Scope of Services. OUSD has also included a 10% contingency budget. The fee is broken out as follows:

Phase	*Fees*
Drawing Development and Design	$40,400
Bid Services	$4,400
Construction Administration	$38,500
Subtotal	*$83,300*
OUSD Contingency	$9,570
TOTAL	**$92,870**

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.

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved.T0123

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per a Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

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

Miscellaneous

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

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jasun Boles
Consultant

Attachments: Billing Contact Information, Remittance Information, Exhibit A

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved T0123

Acceptance

Jensen Hughes, Inc.:	*Oakland Unified School District:*
SIGNATURE	SIGNATURE
Jasun Boles	
PRINTED NAME	PRINTED NAME
Consultant	
TITLE	TITLE
January 9, 2024	
DATE	DATE

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at https://www.jensenhughes.com/privacy. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

JIB/FDM:ts:rs
Y:\Shared\Proposals\Fire & Building Safety\wnc\2023\23-0177-JIB_OUSD 2111 International Blvd IA Design\FBS-WNC-23-0177-JIB_OUSD 2111 International Blvd_IA Design_20240109-R3.docx

Copyright ©2024 Jensen Hughes, Inc.
All Rights Reserved.T0123

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Master Standby Agreement for Fire, Intrusion, Fire Sprinkler Engineering Services	**Site**	918

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	**x** Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 **x** Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes, Inc.	Agency's Contact	David Secoda					
OUSD Vendor ID #	002281	Title	Manager					
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520	
Telephone	925-257-5145	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No						
OUSD Project #	21101							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2029
		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	$92,870.00
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
9021/9847	**Fund 25**	**250-9021-0-9847-8500-6215-568-9180-9000-9999-22101**	**6289**	**$92,870.00**

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 510-535-7050
	Executive Director, Facilities			
	Signature Kenya Chatman (Apr 12, 2024 16:36 PDT)	Date Approved	Apr 12, 2024	
2.	**General Counsel - Facilities, OUSD**			
	Signature James Traber	Date Approved	4/11/24	
3.	**Chief Systems & Services Officer, Facilities Planning and Management**			
	Signature Preston Thomas (Apr 12, 2024 17:01 PDT)	Date Approved	Apr 12, 2024	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-0194
Introduction Date	4-10-2024
Enactment Number	24-0648
Enactment Date	4/10/2024 CJH

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and Management – Kenya Chatman, Executive Director of Facilities
Board Meeting Date	April 10, 2024
Subject	Master Standby Agreement for Engineering Services – Jensen Hughes, Inc. - Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project – Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of an Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA., for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for which future projects assigned to Jensen Hughes, Inc. will be executed with amendments for the Fire Alarm, Intrusion Alarm, and Sprinkler Systems Engineering Services Project, in the not-to-exceed amount of $0, with work scheduled to commence on April 11, 2024, and scheduled to end April 10, 2029, pursuant to the Agreement.
Discussion	Consultant was selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), and (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
LBP (Local Business Participation Percentage)	Waived
Recommendation	Approval by the Board of Education of an Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA., for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for which future projects assigned to Jensen Hughes, Inc. will be executed with amendments for the Fire Alarm, Intrusion Alarm, and Sprinkler Systems Engineering Services Project, in the not-to-exceed amount of $0, with work scheduled to commence on April 11, 2024, and scheduled to end April 10, 2029, pursuant to the Agreement.
Fiscal Impact	Fund 25 Capital Facilities Fund
Attachments	• Justification Form • Agreement, including Exhibits • Certificate of Insurance • Routing Form

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

Legislative File ID No. **24-0194**

Department: **Facilities Planning and Management**

Vendor Name: **Jensen Hughes, Inc.**

Project Name: **Master Standby Agreement For Engineering Services Fire &Intrusion Alarm & Sprinkler Engineering Services** **Project No.:** **24105**

Contract Term: Intended Start: **April 11, 2024** Intended End: **April 10, 2029**

Total Cost Over Contract Term: $0

Approved by: **Preston Thomas**

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?

Jensen Hughes, Inc., was chosen through an RFP solicitation and based on similar projects they completed in the past for the District.

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

This is a Master Standby Agreement, and individual projects will be assigned through Amendments.

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?

The District received proposals through an RFQ/P process, which includes review/scoring of proposals. Jensen Hughes, Inc., has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant 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 (including sole source) – *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 RFQ/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:

☒ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a 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 $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ 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 $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

- Consultant is providing fire alarm, intrusion alarm, and sprinkler systems engineering services associated with the current and future projects for the District.

Memorandum:

Date: September 18, 2023
To: Kenya Chatman, Colland Jang
CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany Knuckles
From: Blake Brown
Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion Engineering Services

---

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 **(Engineering Services)** with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- **NAICS:** 541330 (Engineering Services)
    - **Specialized Scope:** Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely,
Blake Brown

AGREEMENT

FOR

ENGINEERING SERVICES

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

JENSEN HUGHES, INC.

FOR

FIRE ALARM, INTRUSION ALARM AND FIRE SPRINKLER ENGINEERING SERVICES PROJECT

APRIL 11, 2024

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA. 94601

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 1

ARTICLE 2 - RETENTION OF ENGINEER; STANDARD OF CARE; TERM 2

ARTICLE 3 - DESCRIPTION OF PROJECT 3

ARTICLE 4 - COMPENSATION 3

ARTICLE 5 - BASIC SERVICES TO BE RENDERED BY ENGINEER.....5

ARTICLE 6 - ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER.....13

ARTICLE 7 - RESPONSIBILITIES OF DISTRICT 14

ARTICLE 8 - PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE 15

ARTICLE 9 - WORKER'S COMPENSATION INSURANCE 17

ARTICLE 10 - ERRORS AND OMISSIONS INSURANCE.....17

ARTICLE 11 - COMPLIANCE WITH LAWS 18

ARTICLE 12 - TERMINATION OF AGREEMENT 19

ARTICLE 13 - ENGINEER AN INDEPENDENT CONTRACTOR 21

ARTICLE 14 - STANDARDIZED MANUFACTURED ITEMS 21

ARTICLE 15 - OWNERSHIP OF DOCUMENTS 21

ARTICLE 16 - LICENSING OF INTELLECTUAL PROPERTY.....22

ARTICLE 17 - ACCOUNTING RECORDS OF ENGINEER.....23

ARTICLE 18 - INDEMNITY 23

ARTICLE 19 - TIME SCHEDULE.....24

ARTICLE 20 - MISCELLANEOUS PROVISIONS 25

AGREEMENT
FOR
ENGINEERING SERVICES

This agreement for engineering services ("Agreement") is between the Oakland Unified School District, a California public school district (the "District"), and JENSEN HUGHES, INC., license number____N/A_____ (the "Engineer"), with respect to the following recitals:

A. District proposes to undertake the construction of multiple improvement projects under the Measure Y bond construction program which require the services of a duly qualified and licensed engineer.

B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school projects.

C. The Parties have negotiated the terms under which Engineer will provide design and contract administration for some or all of the individual construction projects under Measure Y, and the Parties have reduced such terms to writing by this Agreement. As each work of improvement arises that District wished to assign to Engineer., the District and Engineer shall fully execute, and the District's governing board shall approve, an addendum to this Agreement in the form of ***Exhibit A or B.***

The Parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Additional Services**. "Additional Services" shall mean those services in addition to the Basic Services that are related to the Project and provided by Engineer, and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement**. "Agreement" shall mean this Agreement for Engineering Services.

1.3 **Engineer.** "Engineer" shall mean Jensen Hughes, Inc., and its officers, shareholders, owners, partners, employees, agents, and authorized representatives.

1.4 **Basic Services**. Engineer's Basic Services consist of the investigation, design and construction oversight services normally required to complete the Project, as further defined in Article 5 and ***Exhibit C***.

1.5 **Contract Documents**. "Contract Documents" shall mean those documents which are required for the actual construction of a work of improvement, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting

forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor**. "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District**. "District" shall mean the Oakland Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project**. "Project" shall mean the design and contract administration of the works of improvement , including construction and post-construction closeout thereof, added by an amendment in the form of ***Exhibit A or B,*** as described in this Agreement including but not limited to Article 3.

1.9 **Project Construction Cost**. "Project Construction Cost" shall mean the estimate of the District's total construction costs for a particular work of improvement in the Project as initially submitted by the Engineer under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Engineer's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2
RETENTION OF ENGINEER; STANDARD OF CARE; TERM

2.1 District retains Engineer to perform, and Engineer agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the engineering services specified in this Agreement for the Project and subsequent amendments for each work of improvement added to the Project, and related incidental services. The Engineer agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The term for the performance of Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Engineer shall complete the Services within the Term. All services performed by the Engineer under and required by this Agreement shall be performed (a) in compliance with this Agreement and subsequent amendment for the Project, and (b) in a manner consistent with the level of care and skill ordinarily exercised by engineers in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Engineer shall be responsible for the

completeness and accuracy of its plans and specifications for the Project.

ARTICLE 3
DESCRIPTION OF PROJECT

3.1 The Project includes each specific work of improvement for which Engineer will provide Basic Services for design and contract administration, which shall be set forth in the form of ***Exhibit A or B*** as an amendment to this Agreement, and upon full execution and approval of such amendment it shall amend this Agreement to include such work of improvement, and the Parties' rights and obligations for that work of improvement shall be governed by this Agreement, except as specifically provided in the amendment for that work of improvement.

ARTICLE 4
COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, for any work of improvement added to the Project, Engineer shall be compensated as provided in the fully executed addendum that has been approved by the District's governing board based on ***Exhibit A or B*** for that work of improvement. Rather than add a future work of improvement to this Agreement via ***Exhibit A or B***, District may retain another engineer for services on such work of improvement. District is not obligated to use Engineer for any or all of its future works of improvement.

Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the amount for Basic Services, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, to be paid on an hourly basis using the rates stated in Section 4.8, but Engineer's total compensation for Additional Services on a particular work of improvement shall not exceed the amount specified in the addendum that added that work of improvement to the Project. Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 **Reimbursable Expenses**

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Engineer's performance of Basic or Additional Services under this Agreement. Engineer may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Engineer and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of

publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Engineer must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on any work of improvement added to the Project as provided in the fully executed and approved ***Exhibit A or B*** for that work of improvement.

4.4 For services satisfactorily performed on the Project, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Engineer's compensation for a work of improvement added to the Project shall be paid notwithstanding a Contractor-caused delay in completion of the work of improvement or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Engineer to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Engineer is responsible under Section 5.7.20

4.6 Should District cancel the Project, or any portion of the Project, under section 12.1 of this Agreement at any time during the performance of this Agreement, Engineer shall, upon notice of such cancellation, immediately cease all work under this Agreement related to the canceled Project or portion of the Project. In such event, Engineer's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Engineer's records and files regarding, or relating to, any of the work performed by Engineer for District on the Project during or after the Project. Engineer shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Engineer will be responsible for Engineer's consultants keeping similar records. District shall be given reasonable access to Engineer's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Engineer shall keep and maintain those records and files for ten (10) years.

4.8 Engineer's hourly rate schedule for its services is attached as ***Exhibit C***.

4.9 Engineer shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

5.1.1 Engineer's Basic Services consist of the investigation, design, and construction oversight services normally required to complete the work of improvement that is described in any fully executed and approved amendment to this agreement (see ***Exhibit A or B***). The Basic Services for each work of improvement also include the services described in this Agreement, especially Article 5, below, including but not limited to bid package and preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The Basic Services additionally include other engineering or consulting services as may be requested by the District. The District shall have the right to add or delete from the Engineer's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Engineer shall expeditiously and diligently perform all of its work and obligations under this Agreement. Engineer may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Engineer acknowledges that its priority is to complete the Project and the Engineer's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Engineer shall review the estimate described more fully below at each phase of Engineer's services, also as defined below. If such estimates are in excess of the Project budget, the Engineer shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Engineer's services include the presentation to the District of Project Construction Cost for the work of improvement, the Engineer shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Engineer shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Engineer and Engineer's consultants shall cooperate with District and the District's consultants in verifying that Engineer's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Engineer shall attend those meetings.

5.1.6 The Engineer shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Engineer's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 All personnel provided by Engineer shall be qualified to perform the services for which they are provided. Engineer shall obtain District's written approval of each employee of Engineer who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon ten (10) days' written notice, cause Engineer to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Engineer shall provide them immediately.

5.1.8 Engineer is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Engineer shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 **Consultants**

5.2.1 Engineer's Consultants. The Engineer shall employ or retain at Engineer's own expense, engineers and other consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Engineer for this Project shall be approved by District prior to their commencement of work. The Engineer's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Engineer's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Engineer must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Engineer shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a

construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Engineer shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Engineer shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Engineer shall assist the District with submittals required by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection with scope of services identified in Amendments.

5.3 **[Not Used]**

5.4 **Non-Design Pre-Construction Services**

Engineer shall perform all non-design pre-construction engineering services required for the work of improvement that is described in any fully executed and approved amendment to this agreement (see ***Exhibit A or B***).

5.5 **Design Services**

Engineer shall perform the engineering design services required for the work of improvement that is described in any fully executed and approved amendment to this agreement (see ***Exhibit A or B***)

5.6 **[Not Used]**

5.7 **Construction Phase for a Work of Improvement**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 [Not Used]

5.7.3 [Not Used]

5.7.4 The Engineer shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Engineer shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of a work of improvement and is causing, or may cause, delay, in which case the Engineer shall respond as soon as reasonably possible, if not immediately. If the Engineer is not able to take action within the time required due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Engineer's own knowledge of a work of improvement (including documents in Engineer's possession or reasonably available to it), Engineer shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of a work of improvement. While Engineer cannot guarantee precise accuracy of such drawings, Engineer shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Engineer shall have no responsibility for their conformity to field conditions, except that in the event that the Engineer, consistent with standards of due care, becomes aware of non-conformity with field conditions, Engineer shall have a duty immediately to notify the District in writing. Engineer shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Engineer shall prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq*.

5.7.7 The Engineer shall, at all times, have access to a work of improvement wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Engineer may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Engineer shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Engineer shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents

and shall assist the District and inspectors in securing the Contractor's compliance.

Engineer must supervise, coordinate, and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District, and architect, with the DSA Construction Oversight Process.

The Engineer must comply with any applicable requirements of the DSA Construction Oversight Process.

The Engineer shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Engineer's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Engineer shall visit the site, both as the Engineer deems necessary and as requested by the District, but under no circumstances less than weekly, to maintain familiarity with the quality and progress of a work of improvement, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that a work of improvement is progressing in substantial accordance with the Contract Documents.

5.7.10 The Engineer shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Engineer will exercise reasonable care in the discharge of Engineer's obligation to discover significant defects and faults.

5.7.11 The Engineer shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with a work of improvement design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of a work of improvement is impacted in which case Engineer shall take such action as soon as possible. If Engineer is not able to take such action within the required time due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Engineer will have the authority to reject work and materials which do not conform to the Contract Documents. The Engineer's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Engineer's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Engineer will also recommend substitution of materials or equipment

when, in the Engineer's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Engineer shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Engineer, unless due to Wrongful Acts or Omissions.

5.7.14 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over a work of improvement and keep the District informed in writing of the progress of the Project.

5.7.15 The Engineer will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Engineer is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Engineer nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Unless indicated otherwise, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Engineer has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Engineer shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, Engineer shall provide such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.7.16 Based on the Engineer’s observations, and an evaluation of each Project Application for Payment, the Engineer will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Certificates for

Payment incorporating such amount, all in accordance with the Contract Documents.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.

5.7.18 The Engineer will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of a work of improvement.

5.7.19 The Engineer shall recommend, prepare and process all necessary change orders. Payment of fees to the Engineer as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Engineer's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Engineer shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Engineer. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Engineer's services in connection with that change order are not compensable and Engineer shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Engineer control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:

5.7.20.1 In the event of such a change order, Engineer shall be responsible for the difference between (a) what the contractor would have added to its original bid or proposal for a work of improvement if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order.

The amount of added value of any change order work shall be based on the circumstances of the Engineer's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Engineer shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may back charge, and withhold payment from, the Engineer for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so back charges and withholds, upon Engineer's request District and Engineer shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Engineer as described above. If District and Engineer do not reach agreement on all four of these items when meeting and conferring, then District and Engineer shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Engineer can initiate a court action to resolve the dispute.

5.7.21 [Not Used]

5.7.22 The Engineer shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Engineer shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on a work of improvement.

5.7.23 [Not Used]

5.7.24 Engineer shall make reasonable professional efforts so that the finished a work of improvement complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Engineer has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Engineer shall remedy the violation at its own cost. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Engineer's negligence, recklessness or willful misconduct.** The Engineer shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of a work of improvement not employed or retained by Engineer, nor shall Engineer be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Engineer's design is reviewed by DSA. In the event that the Engineer is or becomes aware of possible non-compliance with the foregoing standards, Engineer shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer, whether supplied by District or by Engineer, which are relied upon, altered or otherwise utilized by Engineer, Engineer shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Engineer under this Agreement.

ARTICLE 6
ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

6.1 "Additional Services" shall be provided by Engineer if authorized and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement and the addendum that added the work of improvement to the Project. Any services performed by Engineer without such written authorization and direction shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement for the Project, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Engineer;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Engineer's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal engineering services for the Project;

6.2.10 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.11 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE 7
RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Engineer;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;

7.7 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware; however, the District's failure to do so shall not relieve the Engineer of Engineer's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Engineer and District against loss from liability imposed in relation to such services for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Engineer, or otherwise resulting directly or indirectly from the Engineer's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Engineer for the Project in full force and effect during the entire period of performance of the Project, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars ($2,000,000) general aggregate, Two Million Dollars ($2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars ($1,000,000); and Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars ($1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Engineer shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided for the Project under a claims-made form, Engineer shall maintain such coverage continuously throughout the term of this Agreement, and

without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the completion of the Project (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Engineer's insurance policies for the Project shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required for the Project, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability for the Project shall not be reduced by the existence of such other insurance. Engineer shall not commence work on services under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements for such services have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Engineer shall produce a copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time on the Project, Engineer shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Engineer fails to maintain such insurance for the Project, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable during the Project on account of the Engineer's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations during the Project.

8.9 Each of Engineer's consultants on the Project shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies on the Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance on the Project may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9
WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance for the Project with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Engineer employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period of the Project including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.

9.2 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer's liability insurance or the Project with an insurance carrier satisfactory to the District. During the course of Engineer's services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.

ARTICLE 10
ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer has, for the period of such services, errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars ($1,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars ($10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Engineer shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Engineer's professional sub-consultants (including consultants of Engineer's) on the

Project shall comply with this Article 10, and Engineer shall include such provisions in its contracts with them.

10.3 Said errors and omissions insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the above required insurance be provided for the Project under a claims-made form, Engineer shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.5 Engineer shall not commence work on the Project under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Engineer shall produce a copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time on the Project, Engineer shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Engineer fails to maintain such insurance on the Project, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations on the Project.

10.9 Each of Engineer's consultants on the Project shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies on the Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance on the Project may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11
COMPLIANCE WITH LAWS

11.1 Engineer shall be familiar with, and Engineer and Engineer's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12
TERMINATION OF AGREEMENT

12.1 **Termination by District –** This Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see ***Exhibits A and B***), or only as to a portion thereof, may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Engineer. In such event, the Engineer shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, on the Project under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, on the Project after termination which are authorized by the District in writing, and (c) any costs incurred on the Project by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services on a Project necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Engineer, the District may also terminate the Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see ***Exhibits A and B***), or only as to a portion thereof, for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see ***Exhibits A and B***), through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination on the Project which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Engineer** – For any material breach of contract by the District on the Project other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Engineer may partially terminate the Agreement as to the work of improvement to which the payment or invoice dispute relates (but not as to the rest of the Project) by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of services completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress on the work of improvement. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may partially terminate the Agreement as to that work of improvement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Engineer, Engineer shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, on that work of improvement under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress on that work of improvement as of the date of termination.

12.3 **Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement in its entirety, or only as to an amendment (see ***Exhibits A and B***), for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to the Project under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement in its entirety, or only as to an amendment (see ***Exhibits A and B***), for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by

the Engineer or any of its agents for the Project under this Agreement shall immediately upon request by the District be delivered to the District. Engineer may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Engineer may have against the District or a claim by the Engineer to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13
ENGINEER AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Engineer is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14
STANDARDIZED MANUFACTURED ITEMS

14.1 The Engineer shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project under this Agreement. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15
OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16
LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement, not only as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed on the Project under this Agreement.

16.2 The compensation for the Project under this Agreement includes compensation not only for any use in connection with the Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to the Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Engineer for a Project and retains a certified engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Engineer and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared for the Project under this Agreement. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the District.

ARTICLE 17
ACCOUNTING RECORDS OF ENGINEER

17.1 Engineer's records of accounts regarding the Project under this Agreement shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times. District has the right to audit Engineer's records and files regarding any of the work Engineer performed for District on the Project during or after the Project. District shall be given reasonable access to Engineer's records and files for audit purposes within ten (10) days of receipt of District's request. Engineer shall keep and maintain these records and files for ten (10) years.

ARTICLE 18
INDEMNITY

18.1 **Engineer Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Engineer, the Engineer's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed on the Project under this Agreement.**

The Engineer's defense obligation shall consist of payment of 50% of the attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs"), with such payment occurring within thirty (30) days of Engineer's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse the Engineer for any amount of Defense Costs paid by Engineer in excess of the proportional fault of the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict; or Engineer shall reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict.

For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Engineer shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether

any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Engineer.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19
TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence for performance of the Services under this Agreement. The Engineer shall timely complete its Services for the Project as expeditiously as possible and according to the schedules provided in the fully executed and approved amendments for works of improvement (see ***Exhibits A and B)***.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Engineer and extensions for such delays may be made to the schedule for a work of improvement if approved by the District. Any time during which the Engineer is delayed in the Engineer's work on a work of improvement by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Engineer. District shall not be liable for damages to the Engineer on account of any such delay.

ARTICLE 20
MISCELLANEOUS PROVISIONS

20.1 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 in which the District maintains its district office, 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.

20.2 The Engineer shall not assign or transfer any or all of its rights, burdens, duties or obligations

under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Oakland Unified School District
955 High Street
Oakland, California 94601
Attention: Preston Thomas, Chief System and Services Officer, Facilities Planning and Management

Engineer: Jensen Hughes, Inc.
1220 Concord Avenue, Suite 400
Concord, CA 94520
Attention: Doug Cuthbert, Operations Leader

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the District and their respective successors and assigns.

20.5 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 hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Engineer.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's professional materials. The Engineer's materials shall not include the District's confidential or proprietary information if the District has previously advised the Engineer in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement or an amendment based on ***Exhibit A or B***, the Engineer shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects and if not already done.

20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Engineer for claims against the District by a contractor based on allegations of deficiencies in the Engineer's plans or specifications). 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.

20.13 Engineer shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1. Before performing any Services, Engineer shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see ***Exhibit D***).

Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

20.14 Prior to performing any Services, Engineer shall prepare, execute, and submit all forms that may be required by law for this Agreement or an amendment, including but not limited to a roof project certification (Public Contract Code §3006), disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11), and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Engineer shall use the District's versions of these forms, which the District shall make available upon request.

20.15 Sanctions in Response to Russian Aggression. The District requires Engineer to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

20.16 [Not Used]

20.17 The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

* *

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT

4/11/2024

Benjamin Davis, President, Board of Education **Date**

4/11/2024

Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education **Date**

Preston Thomas, Chief Systems & Services Officer, Facilities Planning & Management **Date**

ENGINEER:
Jensen Hughes, Inc.

Signature

Doug Cuthbert, Operations Leader

March 12, 2024
Date

Approved as to Form:

Jenine A. Lindsey
OUSD General Counsel

Mar 19, 2024
Date

Exhibit A
RATE SCHEDULE

JENSEN HUGHES

Billing Rate Schedule for Various Oakland Unified School District Projects

Billing Rates will be based on the following schedule. Billing Rates stated herein are valid through December 31, 2024. Fees for work performed beyond this date will be reviewed and negotiated with the District.

Labor Category	*Rate*
Technical Fellow	Various
Sr Consultant 5	$340
Sr Consultant 4	$320
Sr Consultant 3	$310
Sr Consultant 2	$295
Sr Consultant 1	$285
Consultant 4	$265
Consultant 3	$240
Consultant 2	$225
Consultant 1	$215
Associate 4	$195
Associate 3	$185
Associate 2	$165
Associate 1	$150
Technician / Intern	$110
Project Administrator	$125
Administrator	$100

Confidential and Proprietary.

Copyright © 2023 Jensen Hughes, Inc.
All Rights Reserved. T0822

Exhibit B

PROJECT SCHEDULE

Contract Term: Intended Start: April 11, 2024
Intended End: April 10, 2029

Exhibit C
SCOPE OF SERVICES

1. Letter of Interest

October 12, 2023

Kenya Chatman, Executive Director of Facilities
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
SOQ sent via email: Juanita Hunter at juanita.hunter@ousd.org, kenya.chatman@ousd.org and colland.jang@ousd.org

RE: Statement of Qualifications
Fire Alarm, Intrusion Alarm and Fire Sprinkler Engineering Services for Various School Sites

Dear Ms. Chatman,

The Oakland Unified School District (District) is creating a pre-qualified pool of fire alarm and building safety engineering firms so the District can execute "standby" agreements with selected firms. The District has worked with Jensen Hughes since 2004, making us more than qualified to aid the District staff with fire, intrusion alarm, and fire sprinkler engineering services. Our Project Manager, David Secoda, has been working with you for over 17 years, offering the benefit of no learning curve in providing the requested support services.

Our enclosed Statement of Qualifications showcases our fire alarm, intrusion alarm and fire sprinkler engineering experience. Whether a new facility to expand the benefits to your students and staff or modernize an existing facility, we have the expertise and capacity to support the District with any upcoming project. We support your mission to focus on high academic achievement while serving the whole child, eliminating inequity, providing each child with excellent teachers, all while ensuring the safety and security of each student and staff member and we offer the following benefits to the District:

- **Local Presence with Global Backing:** In addition to the local support from our Concord, CA office, we have 200+ licensed fire protection engineers in 90+ global offices. With such a deep bench, we can offer the experience of working with a small company backed by the resources of a large firm.
- **Multiple Disciplinary Teams:** Besides our fire alarm services, we provide fire protection, code compliance, accessibility, hazardous materials, security risk consulting, emergency management and training services. Due to recent events, school emergency plans must be continually updated to reflect a variety of threats, such as natural disasters, terrorist attacks, violent incidents on campuses and public health emergencies, including pandemic events.
- **DSA Support:** We have supported DSA's Fire and Life Safety Compliance goals for 25+ years. Our services to DSA have included reviewing school projects for compliance with the California Building Code and California Fire Code requirements. Our experience with DSA standards and operations helps expedite the approval process so project schedules can be met.

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved.T0123

Required Statements

- Jensen Hughes received a copy of the District's Agreement attached as Exhibit A to the RFQ. Jensen Hughes has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Jensen Hughes has no objections to the use of the Agreement.
- Jensen Hughes certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Additional Requested Information

Legal Name: Jensen Hughes Inc., 3610 Commerce Drive, Suite 817, Baltimore, MD 21227
Local Office: 1220 Concord Avenue, Suite 400, Concord, CA 94520, Phone: +1 925 938 3550
Email: dsecoda@jensenhughes.com

David Secoda is authorized to submit this SOQ on behalf of Jensen Hughes.

We appreciate the opportunity to submit our statement of qualifications to continue to partner with the District. Once you have had a chance to review our SOQ, please do not hesitate to contact David at +1 925 208 0598 or **dsecoda@jensenhughes.com** to discuss the next steps.

Sincerely,

Jensen Hughes



David Secoda, SET
Senior Consultant

Copyright ©2023 Jensen Hughes, Inc.
All Rights Reserved.T0123

Exhibit D
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Operations Leader *[insert "owner" or officer title]* of Jensen Hughes, Inc. *[insert name of business entity]* , have read the foregoing and agree that Jensen Hughes, Inc. *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: March 12, 2024

Name: Doug Cuthbert

Signature: 

Title: Operations Leader

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of

Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Jensen Hughes, Inc.
Date of Entity's Contract with District: June 2, 2023
Scope of Entity's Contract with District: Sprinkler design and consulting services

I, Dina J. Wong *[insert name]* , am the Assistant Secretary and General Counsel *[insert "owner" or officer title]* for Jensen Hughes, Inc. *[insert name of business entity]* ("Entity"), which entered a contract on June 2, 2023, with the District for sprinkler design and consulting.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 6, 2023

Signature: Dina J Wong
Typed Name: Dina J. Wong
Title: Assistant Secretary and General Counsel
Entity: Jensen Hughes, Inc.

JENSHUG-01 TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2023

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 # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): (415) 946-7500 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Jensen Hughes Inc. 3610 Commerce Drive Ste 817 Baltimore, MD 21227	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Company — 25615 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Starr Surplus Lines Insurance Company — 13604 INSURER D : INSURER E : INSURER F :

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	P-630-9R157166-COF-23	3/15/2023	3/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-9R228458-23-43-G	3/15/2023	3/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP-9R228956-23-43	3/15/2023	3/15/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-9R229222-23-43-G	3/15/2023	3/15/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			1000600146231	3/15/2023	3/15/2024	Per Claim/Agg	1,000,000

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

Re: OUSD Child Care Services Medical Therapy Unit at Santa Fe Campus; JH Project No. 1DMS23005

The Distric and Districy Parties are included as additional insureds with respect to general liability and auto liability policies on a primary and non-contributory basis as required by written contract per attached endorsement. A waiver of subrogation applies to general liability, auto liability, and workers' compensation policies as required by written contract per attached endorsement.

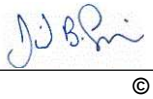
CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

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.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Master Standby Agreement for Fire, Intrusion, Fire Sprinkler Engineering Services	**Site**	918

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	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000 x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Jensen Hughes, Inc.	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	24105						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-10-2029
		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)	$0
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
9021/9970	**Fund 25**	**250-9021-0-9970-8500-6289-918-9180-9000-9999-22105**	**6289**	**$0**

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7050
	Executive Director, Facilities Planning & Management			
	Signature Kenya Chatman (Mar 12, 2024 18:50 PDT)	Date Approved	Mar 12, 2024	
2.	**General Counsel, OUSD**			
	Signature Jenine A. Lindsey	Date Approved	Mar 19, 2024	
3.	**Chief Systems & Services Officer, Facilities Planning and Management**			
	Signature	Date Approved	3.13.24	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT