

Board Office Use: Legislative File Info.	
File ID Number	19- 2117
Introduction Date	11-13-2019
Enactment Number	19-1629
Enactment Date	11/13/19 If




**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Timothy White, Deputy Chief, Facilities Planning and Management 

Board Meeting Date November 13, 2019

Subject Amendment No. 4, Independent Consultant - Jensen Hughes, for Professional Services for the Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement for Professional Services between the District and Jensen Hughes, Concord, CA, for the Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 20, 2019, and schedule to last until April 30, 2020 pursuant to the Amendment. The revised term end date is April 30, 2020.

Discussion This Amendment is for time extension only. No change to scope of work.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 4, Independent Consultant Agreement for Professional Services between the District and Jensen Hughes, Concord, CA, for the Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project, and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with the time extension to commence on December 20, 2019, and schedule to last until April 30, 2020 pursuant to the Amendment. The revised term end date is April 30, 2020.

Fiscal Impact Fund 21, Measure B

Attachments

- Amendment No. 4
- Insurance Certificate

AMENDMENT NO. 4 TO

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jensen Hughes. OUSD entered into an agreement with CONTRACTOR for services on **October 13, 2016** ("Agreement"), and the parties agree to amend the Agreement for the **Fruitvale Elementary School Fire Alarm Replacement Project** as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: No Change to Scope of work.</p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>(4) months</u>, and the amended expiration date is <u>April 30, 2020</u>.</p>		
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is</p> <p><input type="checkbox"/> Increased by _____.</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the contract price was _____, and after this amendment, the contract price will be _____ no/100 (\$0).</p>		

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☐ There are no previous amendments to this Agreement. ☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	2-14-2018	Term of contract	
02	5-9-2018	Compensation	\$9,800.00
03	12-12-2018	Term Contract	

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

Aimee Eng
Aimee Eng, President,
Board of Education

11/14/19

Date

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

11/14/19

Date

Timothy White
Timothy White, Deputy Chief
Facilities, Planning and Management

10-21-19
DateApproval as to form:

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

10/18/19

Date

CONTRACTOR

Manuelita E. David
Contractor Signature

Manuelita E. David
mdavid@jensenhughes.com
2019.10.02 12:53:10-07'00'

Date

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Jensen Hughes.

Detailed Description of Services to be Provided: No change to scope of work. Term extension only for the Fruitvale Elementary School Fire & Intrusion Alarm Replacement Project.

2. Specific Outcomes:

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



JENSHUG-01

SGONZALEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2019

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

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

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

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6045826132	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp/Coll Ded-\$1,000	X	X	6045826129	01/11/2019	01/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045826177	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 6 45826163	01/11/2019	01/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional			100600146191	01/11/2019	01/11/2020	Ret:\$250k Per Claim: 5,000,000

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

RE: Project No. 13184

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

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Jensen Hughes, Inc. 3810 Commerce Drive, #817 Baltimore, MD 21227
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

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



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project	Site	117
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Jensen Hughes	Agency's Contact	David Secoda				
OUSD Vendor ID #	V053604	Title	Project Manager				
Street Address	1220 Concord Avenue, Suite 400	City	Concord	State	CA	Zip	94520
Telephone	925-208-0598	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15125						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	6-7-2018	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-20-2019
		New Date of Contract End (If Any)	4-30-2020

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$ 0.00	If New Contract, Total Contract Price (Not To Exceed)	\$0.00
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 registration.				
Resource #	Funding Source	Org Key	Object Code	Amount
9599	Fund 21, Measure B	210-9599-0-9668-8500-6215-117-9180-9901-9999-99999	6215	\$0.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management			
	Signature <i>K. Chatman for T. Nakadegawa</i>	Date Approved	10/21/19	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature <i>[Signature] (as to form only)</i>	Date Approved	10/18/19	
3.	Deputy Chief, Facilities Planning and Management			
	Signature <i>[Signature]</i>	Date Approved	10.21.19	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

Board Office Use: Legislative File Info.	
File ID Number	18-2455
Introduction Date	12-12-2018
Enactment Number	18-1821
Enactment Date	12/12/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools. Thriving Students

Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent

Timothy White, Deputy Chief, Facilities Planning & Management

**Board Meeting
Date**

12-12-2018

Subject

Amendment No. 3 to AN INDEPENDENT CONSULTANT AGREEMENT

Contractor: Jensen Hughes

Services For: Fruitvale Elementary School Fire Alarm Project

**Action Requested
and
Recommendation**

Approval by the Board of Education of Amendment No. 3 to
AN INDEPENDENT CONSULTANT AGREEMENT _____ between
Oakland Unified School District and Jensen Hughes
Oakland, CA _____, for the latter to

To provide continued services of carbon monoxide detection design to the original design agreement according to DSA requirements.

for the period of 10-14-2016 through 12-20-2019 in an amount not to exceed
114,500.

Prior Contract

The Agreement was previously approved by the Board on 5-9-2018 (Enactment No. 18-0807).

Modification

This amendment modifies the term of the contract.
All other provisions remain the same.

Competitively Bid

Was this contract competitively bid? Yes

If no, exception:

Fiscal Impact

Funding resource(s): Fund 21, Measure B

Attachments

- Contract Amendment
- Copy of original contract and all prior amendments (if any)

Board Office Use: Legislative File Info.	
File ID Number	18-2455
Introduction Date	12-12-2018
Enactment Number	18-1821
Enactment Date	12/12/18 os



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

AMENDMENT NO. 3 TO
AN INDEPENDENT CONSULTANT AGREEMENT

This Amendment amends AN INDEPENDENT CONSULTANT AGREEMENT between Oakland Unified School District (OUSD) and Jensen Hughes (Contractor) entered into on 10-14-2016 (OUSD Enactment No. 16-1637). The parties agree to amend that Agreement as follows:

1. **Services:** ☒ The scope of work is unchanged. ☐ The scope of work has changed.
If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.

☐ Revised scope of work attached. OR ☒ CONTRACTOR agrees to provide the following amended services:

To provide continued services of carbon monoxide detection design to the original design agreement according to DSA requirements.

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

If the term has changed: The contract term began on 10-14-2016 and expires on 12-31-2018. The parties agree to extend the contract through 12-20-2019.

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

If the compensation has changed: The contract price is amended by

☐ Increase of \$ _____ to original contract amount.

☐ Decrease of \$ _____ to original contract amount.

The new contract total is _____ Dollars (_____)

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	OUSD Enactment No.	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	18-0202	term of the contract.	\$
2	18-0807	scope of work and compensation.	\$ 9,800
			\$

6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared Ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
7. **Approval:** Approval requires signature by the Board of Education and/or the Superintendent as its designee. This Amendment shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Anne Eng 12/13/18
☒ President, Board of Education Date
☐ Superintendent
☐ Chief or Deputy Chief
[Signature] 12/13/18
 Secretary, Board of Education Date

**CONTRACTOR
JENSEN HUGHES**

Manuelita E. David November 16, 2018
 Contractor Signature Date
 Manuelita E. David, Director
 Print Name, Title

Form approved by OUSD General Counsel for 2018-19 FY *nu*

FOR OUSD PURPOSES ONLY – The following information is not part of the Contract.

OUSD Internal Routing			
Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.			
	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager	<i>[Signature]</i>		11/12/18
2. Resource Manager (If restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief	<i>[Signature]</i>		
5. Legal (If Increase takes contract above \$90,200)	<i>[Signature]</i>		01/29/18
6. Superintendent, Board of Education	Signature on the legal contract		

Alignment with Single Plan for Student Achievement – SPSA (required if using State or Federal Funds)

Please select:

- ☐ Action Item Included in Board Approved SPSA (no additional documentation required)—Item Number: _____
- ☐ Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 - Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Vendor agreed to provide continued services of carbon monoxide detection design to the original design agreement according to DSA requirements.



JENSHUG-01

TCHIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2018

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 # 0D21146 San Francisco, CA - Equity Risk Partners - HUB International California 456 Montgomery Street Suite 1200 San Francisco, CA 94104	CONTACT NAME: Partners Service Group PHONE (A/C, No, Ext): (415) 874-7168 FAX (A/C, No): (415) 874-7170 E-MAIL ADDRESS: psg@equityrisk.com														
INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C : Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Continental Insurance Company	35289	INSURER B : Continental Casualty Company	20443	INSURER C : Starr Surplus Lines Insurance Company	13604	INSURER D :		INSURER E :		INSURER F :	
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6045826132	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded-\$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6045826129	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6045826177	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		6045826163	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional / Poll.		1000600146181	01/11/2018	01/11/2019	Ret: \$250,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Fruitvale Elementary School, Project No.: 1616063-000

Oakland Unified School District and the State and their representatives, employees, trustees, officers and volunteers are included as Additional Insureds on primary and noncontributory basis as required by written contract per the General Liability and Auto Liability policies. The Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Juanita Hunter
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.



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

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

CNA75079XX (1-15)
Page 2 of 3

Policy No: 6045826132
Endorsement No:
Effective Date: 1/11/2017

Insured Name:

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

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



AMENDMENT ROUTING FORM 2018-2019

Amendment No. 3 to AN INDEPENDENT CONSULTANT AGREEMENT

Directions

Services beyond the original contract cannot be provided until the amendment is fully approved and PO is increased by Procurement.

1. To be eligible for an amendment, term end date of the contract cannot not be expired. If expired, a new contract is necessary.
2. Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
3. If contract total amount has increased, the scope of work must change.
4. OUSD contract originator **creates new requisition with the original PO number referenced in the item description.**

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment
Checklist

- Contract amendment packet including Board Memo and Amendment Form
- Board approved copy of the original contract and any prior Amendments.

Contractor Information

Contractor Name	Jensen Hughes	Contractor's Contact		David Secoda		
OUSD Vendor ID #	002281	Title		Manager		
Street Address	2950 Buskirk Ave, Suite 225	City, State	Oakland, CA		Zip Code	94621
Telephone	510-737-8677	Email (required)				

Compensation and Terms

Current Contract Amount	\$114,500.00	OUSD Vendor ID #	002281	Start Date of Original Contract	10-14-2016
Amount of Increase	0	Original PO #		Current Term End Date	12-31-2018
Amount of Decrease		New Requisition #		New Term End Date *	12-20-2019
New Total Contract Amount	114,500	% Change		*Must be no more than five years from the start date	

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

Requisition No.	Budget Number	Resource Name	Amount
	210-9399-0-9668-8500-6215-117-9180-9901-9999-99999	9399 9668	\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Contract History

	OUSD Enactment #	Exact Name of Contract	Contract Amount
Agreement	16-1637	Fruitvale Elementary School Fire Alarm	\$104,700.00
Amend #	OUSD Enactment #	General Description of Reason for Amendment	Revised Contract Amount
1	18-0202	Extend contract date	0
2	18-0807	Increase amount	\$9,800.00

OUSD Contract Originator Information

Name of OUSD Contact	Tadashi Nakadegawa			Email	tadashi.nakadegawa@ousd.org	
Site/Dept. Name	Department of Facilities Planning and Management			Site #	918	Phone 510-535-7038

Approval and Routing (in order of approval steps)

Services above original contract cannot be provided before the amendment is fully approved and the PO amount is increased by Procurement.

	Signature - Approved	Denied - Reason	Date
1. Administrator/Manager			11/15/18
2. Resource Manager (If restricted funds)			
3. Network Superintendent/Executive Director			
4. Chief/Deputy Chief			
5. Legal (If increase takes contract above \$90,200)			11/19/18
6. Superintendent, Board of Education	Signature on the legal contract		

Procurement-Date Received: _____

THIS FORM IS NOT A CONTRACT

Rev. 8/16/18

Board Office Use: Legislative File Info.	
File ID Number	18-0922
Introduction Date	5-9-2018
Enactment Number	18-0807
Enactment Date	5-9-2018 er



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date May 9, 2018 *18/5 9/20*

Subject Amendment No. 2 Independent Consultant Agreement - Jensen Hughes - Fruitvale Elementary School Fire Alarm Project

Action Requested Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide addition of carbon monoxide detection design services to the original design agreement per comments returned by Division of the State Architect (DSA) not included in the original proposal, in conjunction with the Fruitvale School Fire Alarm Project, in an amount of \$9,800.00, increasing the contract not-to-exceed amount from \$104,700.00 to \$114,500.00. All other terms and conditions of the contract remain in full force and effect.

* Agreement approved February 14, 2018; File No. 18-0101; Enactment No. 18-0202

Discussion The existing system has been experiencing issues, false alarms, etc., due to it being an old system and is in need of a new system

LBP (Local business participation percentage) 0.00%

Recommendation Approval by the Board of Education of Amendment No. 2, for an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide addition of carbon monoxide detection design services to the original design agreement per comments returned by Division of the State Architect (DSA) not included in the original proposal, in conjunction with the Fruitvale School Fire Alarm Project, in an amount of \$9,800.00, increasing the contract not-to-exceed amount from \$104,700.00 to \$114,500.00. All other terms and conditions of the contract remain in full force and effect.

* Agreement approved February 14, 2018; File No. 18-0101; Enactment No. 18-0202

Fiscal Impact Fund 21, Measure B

Attachments • Amendment No. 1, including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

- Consultant Proposal
- Certificate of Insurance



AMENDMENT NO. 2 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jensen Hughes. OUSD entered into an Agreement with CONTRACTOR for services on October 13, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
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. <u>Attach revised scope of work.</u>		
The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide addition of carbon monoxide detection design services to the original design agreement per comments returned by Division of the State Architect (DSA) not included in the original proposal.</u>		
2. Terms (duration):	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	The term of the contract has <u>changed</u> .
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
If the compensation is changed: The contract price is		
<input checked="" type="checkbox"/> increase of \$9,800.00 to the original contract amount		
<input type="checkbox"/> Decrease of \$_____ to original contract amount		
and the contract total is One Hundred Fourteen Thousand Five Hundred and No/100 (\$114,500.00).		

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. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	02-14-18	Extension of contract ending date	N/A

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

f

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng 5/10/18
 Aimee Eng, President,
 Board of Education Date

Kyla Johnson-Trammell 5/10/18
 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education Date

Roland Broach Date
 Roland Broach, Interim Deputy Chief
 Facilities, Planning and Management
Marlon McWilliams 4/24/18
 Marlon McWilliams, General Counsel, Facilities, Planning and Management Date

CONTRACTOR

Manuelita E. David April 4, 2018
 Contractor Signature Date

Manuelita E. David, Director
 Print Name, Title

18h 4/20

EXHIBIT "A" Scope of Work

Contractor Name: Jensen Hughes

Billing Rate: \$9,800.00

1. Description of Services to be Provided

The scope of work to provide addition of carbon monoxide detection design services to the original design agreement per comments returned by Department of State Architects (DSA) not included in the original proposal.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Cesar Monterrosa
 Director of Facilities Planning & Management

t



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

Legislative File ID No. 18-0922

Department: Facilities Planning and Management

Vendor Name: Jensen Hughes

Project Name: Fruitvale Fire Alarm

Project No.: 15125

Contract Term: Intended Start: 10/13/2016

Intended End: 12/21/2018

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$9,800.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This is the District's fire alarm consultant.

Summarize the services this Vendor will be providing.

The amendment is to add Carbon Monoxide detection design services to the original design agreement per comments returned by DSA.

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Their quote is based on T&M and only exact hours are billed.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process")
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

April 9, 2018

**RE: Oakland Unified School District
Authorized Signatories**

To whom it may concern:

JENSEN HUGHES, Inc. hereby authorizes employees with the title Director, San Francisco; Operational Vice President, West Region; or President to sign all proposals, contracts, and similar binding agreements with the Oakland Unified School District on behalf of the firm.

Sincerely,

JENSEN HUGHES, Inc.



Rajeev Arora
President, Strategy & Business Development

O: +1 410-737-8677
F: +1 410-737-8688

3810 Commerce Drive | Suite 817
Baltimore, MD 21227 USA

jensenhughes.com

EXHIBIT A

January 22, 2018

John Howell
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Additional Services – Carbon Monoxide Detection Design Services
Fruitvale Elementary School
3200 Boston Avenue
Oakland, California 94601
DSA Application No. 01-117173

Dear Mr. Howell:

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

The Fruitvale Elementary School fire and intrusion alarm design was submitted to the California Division of the State Architect (DSA) for review and approval on December 7, 2017. DSA has returned the submittal to us with fire/life safety review comments. One significant comment is to provide carbon monoxide detection in the classrooms in accordance with the requirements of the California Building Code.

We are requesting additional fees to revise our submittal for the requested design services.

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

Very truly yours,

JENSEN HUGHES



David M. Secoda
Senior Consultant

DMS/MED:rs

Client Email: john.howell@ousd.org
Client Phone: 510-535-2750

cc: John Esposito, OUSD, john.esposito@ousd.org

AUTHORIZATION FOR REQUESTED ADDITIONAL SERVICES CHANGE NO. 01

Date:	January 22, 2018
Project Name:	Fruitvale Elementary School
Project Location:	Oakland, California
Project No.:	1MED16063.000
Original Contract Dated:	August 20, 2016
Client:	Oakland Unified School District
Contact:	John Howell

DESCRIPTION OF ADDITIONAL SERVICES

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

- Conduct one survey of the existing campus buildings and review record drawings to determine appropriate locations for carbon monoxide devices.
- Revise our DSA submittal drawings to include carbon monoxide detection in accordance with the 2016 California Building Code (CBC). Drawings shall be stamped by JENSEN HUGHES' professional engineer designated on the original Division of the State Architect (DSA) application.
- Submit the revised drawings to DSA for review and approval.
- Witness the testing of the carbon monoxide detection system with the DSA Project Inspector. Two, 4-hour site visits are anticipated for carbon monoxide detection system testing.

Net Increase for these Additional Services	\$ 9,800.00
Original Contract Sum	\$ 104,700.00
Net Change by Previously Authorized Additional Services	\$ 0.00
Contract Sum Prior to this Additional Services Request	\$ 104,700.00
Net Increase for Additional Services described herein	\$ 9,800.00
New Contract Sum	\$ 114,500.00

The Client agrees to reimburse JENSEN HUGHES for any transportation and/or living expenses incurred by JENSEN HUGHES as a result of the Client cancelling or rescheduling a meeting or site visit. These expenses will be billed at cost plus 15 percent.

This agreement shall be subject to the terms and conditions of the original agreement for this project, dated August 20, 2016, between JENSEN HUGHES and the Client.

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

f

JENSEN HUGHES appreciates the opportunity to assist the Oakland Unified School District. If you have any questions regarding this Additional Services/Fee Increase Request, please contact me at 925-938-3550 or dsecoda@jensenhughes.com.

JENSEN HUGHES:

By: 
Signature

David M. Secoda

Printed name

Senior Consultant

Title

January 22, 2018

Date

OAKLAND UNIFIED SCHOOL DISTRICT:

By: _____
Signature

Printed name

Title

Date



JENSHUG-01

MNIXC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2018

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 # 0D21146 San Francisco, CA - Equity Risk Partners - HUB International California 456 Montgomery Street Suite 1200 San Francisco, CA 94104	CONTACT NAME: Partners Service Group PHONE (A/C, No, Ext): (415) 874-7168 FAX (A/C, No): (415) 874-7170 E-MAIL ADDRESS: psg@equityrisk.com														
INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C: Starr Surplus Lines Insurance Company</td><td>13604</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Insurance Company	35289	INSURER B: Continental Casualty Company	20443	INSURER C: Starr Surplus Lines Insurance Company	13604	INSURER D:		INSURER E:		INSURER F:	
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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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045826132	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Comp/Coll Ded-\$1,000			6045826129	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045826177	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6045826163	01/11/2018	01/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			1000600146181	01/11/2018	01/11/2019	Ret: \$250,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Fruitvale Elementary School, Project No.: 1616063-000

Oakland Unified School District and the State and their representatives, employees, trustees, officers and volunteers are included as Additional Insureds on primary and noncontributory basis as required by written contract per the General Liability and Auto Liability policies. The Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Juanita Hunter
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY San Francisco, CA - Equity Risk Partners - HUB International California		License # 0D21146	NAMED INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

Workers Compensation (CA)

18-19 WC (CA)

Workers' Compensation (CA) Coverage:

Policy #6045826146

Effective: 1/11/2018 - 1/11/2019

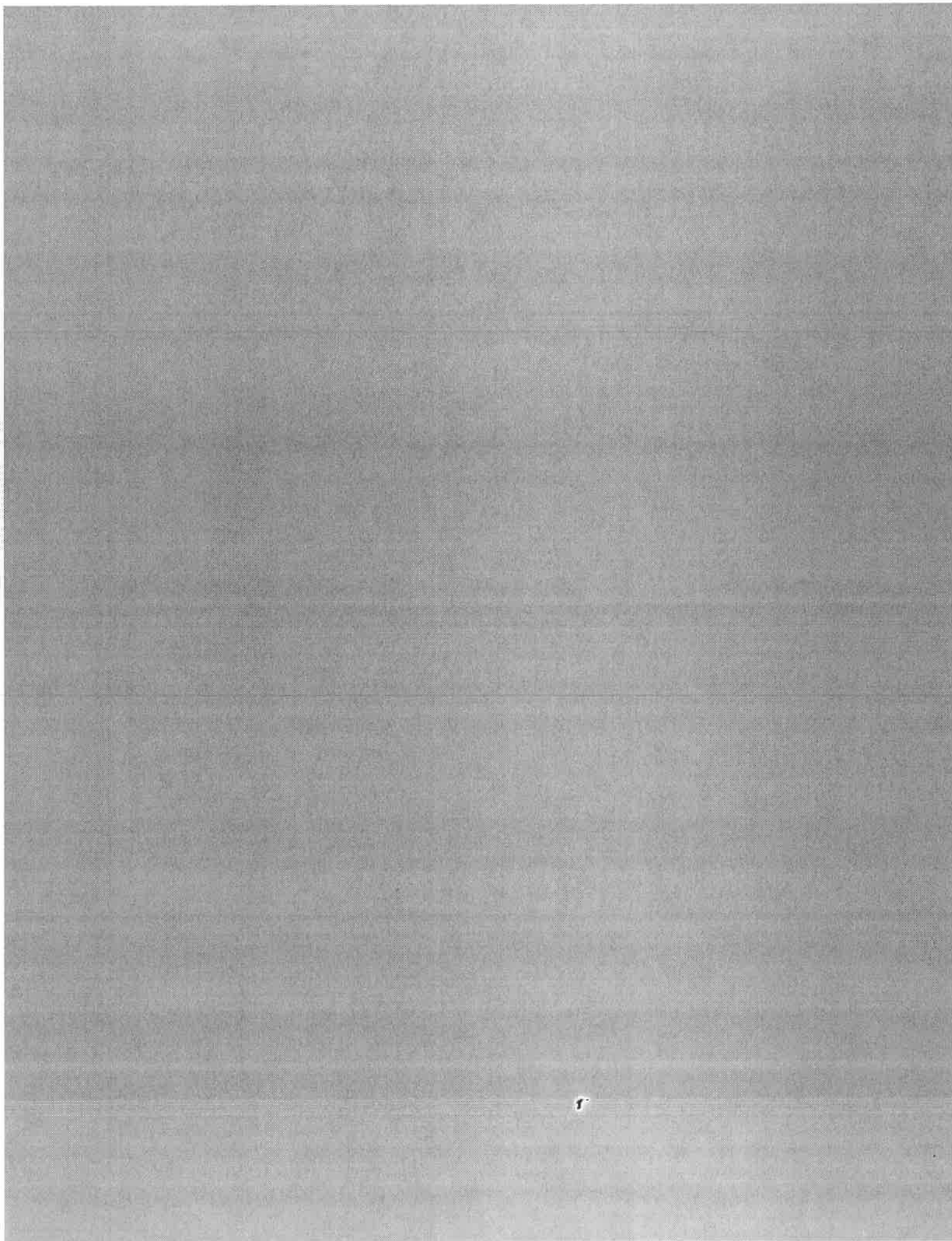
Writing Company: American Casualty Company of Reading, Pennsylvania

Limits:

Bodily Injury by Accident (Each Accident) - \$1,000,000

Bodily Injury by Disease (Policy Limit) - \$1,000,000

Bodily Injury by Disease (Each Employee) - \$1,000,000



Board Office Use: Legislative File Info.	
File ID Number	18-0101
Introduction Date	2-14-2018
Enactment Number	18-0202
Enactment Date	2-14-18



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date February 14, 2018

Subject Amendment No. 1 Independent Consultant Agreement - Jensen Hughes - Fruitvale Fire Alarm Project

Action Requested Amendment by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide designing of a DSA approved and installation of a new fire alarm system, in conjunction with the Fruitvale Fire Alarm Project, and to extend the ending date from November 20, 2017 to December 31, 2018. All other terms and conditions of the contract remain in full force and effect.

Discussion The end date of original contract needed to be extend additional 13 months, due to changes in project scope of work.

LBP (Local business participation percentage) 0.00%

Recommendation Amendment by the Board of Education of Amendment No. 1, for an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide designing of a DSA approved and installation of a new fire alarm system, in conjunction with the Fruitvale Fire Alarm Project, and to extend the ending date from November 20, 2017 to December 31, 2018. All other terms and conditions of the contract remain in full force and effect.

Fiscal Impact Fund 21, Measure B

Attachments

- Amendment No. 1, including scope of work
- Consultant Proposal
- Updated Insurance



OAKLAND UNIFIED
SCHOOL DISTRICT
Common-sense. Safe schools. The district that works for you.

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

Legislative File ID No. 18-0101

Department: Facilities Planning and Management

Vendor Name: Jensen Hughes

Project Name: Fruitvale Fire Alarm

Project No.: 15125

Contract Term: Intended Start: 10/13/2016

Intended End:

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$0.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This is the District's fire alarm consultant.

Summarize the services this Vendor will be providing.

This Amendment is to extend the contract date only due to the design process is taking longer than originally expected.

Design, DSA approval and installation of a new Fire Alarm system.

Time extension only to additional funding ^{Not} required.

Rico: Rico Dawson-Vulby

Date 11-28-2017

Was this contract competitively bid?

Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Their quote is based on T&M and only exact hours are billed.

2) Please check the competitive bid exception relied upon:

Educational Materials

Special Services contracts for financial, economic, accounting, legal or administrative services

CUPCCAA Exception (Uniform Public Construction Cost Accounting Act)

Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)

Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

Emergency contracts

Technology contracts

electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

Western States Contracting Alliance Contracts (WSCA)

California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

Piggyback" Contracts with other governmental entities

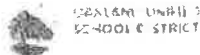
Perishable Food

✓ **Sole Source**

Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price

 **Other, please provide specific exception**

3) **Not Applicable - no exception - Project was competitively bid**



AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Jensen Hughes. OUSD entered into an Agreement with CONTRACTOR for services on October 13, 2016, and the parties agree to amend that Agreement as follows:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> . 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. <u>Attach revised scope of work.</u> The CONTRACTOR agrees to provide the following amended services: <u>The scope of work to provide designing and installation of a new DSA approved fire and intrusion alarm system.</u>
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The contract term is extended by an additional <u>13 months</u> , and the amended expiration date is <u>December 31, 2018</u> .
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	
	<input type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The contract price is <input type="checkbox"/> increase of _____ to the original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the contract total is No Change to contract price.	

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.


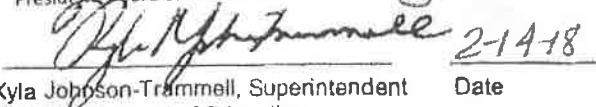
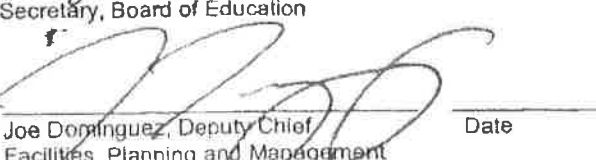
5. Amendment History:

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

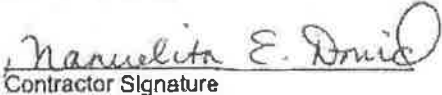
No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT


 Aimee Eng, President, Board of Education
 Date 2-14-18

 Kyla Johnson-Trammell, Superintendent
 Secretary, Board of Education
 Date 2-14-18

 Joe Dominguez, Deputy Chief
 Facilities, Planning and Management
 Date _____

CONTRACTOR


 Contractor Signature
 Date 12/18/2018
 Manuelita E. David, Director
 Print Name, Title



Marion McWilliams,
General Counsel, Facilities, Planning and Management

4/22/18
Date

File ID Number: 18-0101
Introduction Date: 2-14-18
Enactment Number: 18-0202
Enactment Date: 2-14-18
By:

EXHIBIT "A" Scope of Work

Contractor Name: Jensen Hughes

Billing Rate: -0-

1. Description of Services to be Provided

The scope of work to provide designing and installation of a new DSA approved fire and intrusion alarm system.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Cesar Monterrosa
Director of Facilities Planning & Management

1/18/18



JENSHUG-01

MNIXON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2017

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 # 0D21146 San Francisco, CA - Equity Risk Partners - HUB International California 456 Montgomery Street Suite 1200 San Francisco, CA 94104		CONTACT Partners Service Group NAME: PHONE (A/C, No, Ext): (415) 874-7168 FAX (A/C, No): (415) 874-7170 E-MAIL ADDRESS: psg@equityrisk.com		
INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Continental Insurance Company		35289
		INSURER B: Continental Casualty Company		20443
		INSURER C: Ironshore Specialty Company		25445
		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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6045826132	01/11/2017	01/11/2018	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,00 MED EXP (Any one person) \$ 15,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMPIOP AGG \$ 2,000,00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded \$1,000			6045826129	01/11/2017	01/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6045826177	01/11/2017	01/11/2018	EACH OCCURRENCE \$ 4,000,00 AGGREGATE \$ 4,000,00
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	6045826163	01/11/2017	01/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
C	<input checked="" type="checkbox"/> Professional / Poll.			000811106	01/11/2017	01/11/2018	Ret: \$250,000 \$ 5,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Fruitvale Elementary School, Project No.: 1616063-000

Oakland Unified School District and the State and their representatives, employees, trustees, officers and volunteers are included as Additional Insureds on primary and noncontributory basis as required by written contract per the General Liability and Auto Liability policies. The Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Juanita Hunter
955 High Street
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: JENSHUG-01

MNIXOI

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY San Francisco, CA - Equity Risk Partners - HUB International California		License # 0D21146	NAMED INSURED Jensen Hughes, Inc. 3610 Commerce Drive, #817 Baltimore, MD 21227
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**17-18 WC (CA)****Workers' Compensation (CA) Coverage:**

Policy #WC645826146

Effective: 1/11/2017 - 1/11/2018

Writing Company: American Casualty Company of Reading, Pennsylvania

Limits:

Bodily Injury by Accident (Each Accident) - \$1,000,000

Bodily Injury by Disease (Policy Limit) - \$1,000,000

Bodily Injury by Disease (Each Employee) - \$1,000,000

Board Office Use: Legislative File Info.	
File ID Number	16-2081
Introduction Date	10-13-2016
Enactment Number	16-1637
Enactment Date	10-13-16



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date October 13, 2016

Subject Independent Consultant Agreement - Jensen Hughes - Fruitvale Elementary School Fire Alarm Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide designing of a DSA approved and installation of a new fire alarm system, in conjunction with the Fruitvale Elementary School Fire Alarm Project, more specially delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing October 14, 2016 and concluding no later than November 20, 2017, in an amount not-to exceed \$104,700.00.

Discussion The existing system is old causing multiple false alarms and requiring excessive time and expense to repair. Spare parts will soon no longer be available.

LBP (Local Business Participation Percentage) 0.00% Sole Source

Procurement Procedure Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

Recommendation Approval by the Board of Education of an Independent Consultant Agreement between the District and Jensen Hughes, Walnut Creek, CA, for the latter to provide designing of a DSA approved and installation of a new fire alarm system, in conjunction with the Fruitvale Elementary School Fire Alarm Project, more specially delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing October 14, 2016 and concluding no later than November 20, 2017, in an amount not-to exceed \$104,700.00.

Fiscal Impact Fund 21, Measure B

Attachments

- Independent Consultant Agreement including scope of work
- Certificate of Insurance
- Consultant Proposal



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

Legislative File ID No. 16-2081
Department: Facilities Planning and Management
Vendor Name: AON
Project Name: Fruitvale Fire Alarm Project No.: 15125
Contract Term: Intended Start: 7/27/2016 Intended End: 11/20/2017
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$104,700.00
Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

This is the District's fire alarm consultant.

Summarize the services this Vendor will be providing.

Design, DSA approval and installation of a new Fire Alarm system.

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Their quote is based on T&M and only exact hours are billed.

2) Please check the competitive bid exception relied upon:

- ☐ Educational Materials
- ☐ Special Services contracts for financial, economic, accounting, legal or administrative services
- ☐ CUPCCAA Exception (Uniform Public Construction Cost Accounting Act)
- ☐ Professional Service Agreements of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ Construction related Professional Services such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
- ☐ Emergency contracts
- ☐ Technology contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ Piggyback" Contracts with other governmental entities
- ☐ Perishable Food
- ☒ Sole Source
- ☐ Change Order for Material and Supplies if the cost agreed upon in writing does not exceed ten percent of the original contract price

☒ Other, please provide specific exception

3) ☐ Not Applicable - no exception - Project was competitively bid

Board Preparation - Bullet points Business Operations:

Department: **Facilities Planning and Management**

Project Name: 1512 Fruitvale Fire Alarm

Project Manager: John Esposito

Legislative File # (Contract Analyst):

Board Date (Contract Analyst):

What is this for?

Design, DSA approval and installation of a new Fire Alarm system.

Why is this item necessary?

The existing system has been experiencing issues, false alarms, etc. due to it being an old system and is in need of a new system with a new alarm panel.

Approximate cost: \$104,700.00

History of the purchase of this item/service:

? What did we do last year?

This was not an issue last year.

? Are we doing it differently this year? If yes, then why?

no

? Are there any savings or efficiencies?

no

Issues:

? Are there any issues that we need to be aware of?

no

? Are we aware of any prior issues with the Board Members on this item?

no

Miscellaneous:

? Is there any communication plan necessary for this item?

no

? Any key statistics on this item?

no

? Is there anything else I need to know about/beware of for this item?

no

Responses:

INDEPENDENT CONSULTANT
Greater Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 30th day of August in the year 2016, between the **Oakland Unified School District** ("District") and **Jensen Hughes**. The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

WHEREAS, absent an exception or exclusion, competitive solicitation is required when contracting for Goods and Services in excess of the State bid limit, adjusted annually for inflation;

WHEREAS, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

Scope of services to design a DSA approved and installation of a new fire alarm system.

2. **Term.** Consultant shall commence providing Services under this Agreement on October 14, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on November 20, 2017. This Agreement may be extended upon mutual approval of both Parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of Insurance required as indicated below:

<u> X </u> Signed Agreement	<u> X </u> W-9 Form
<u> X </u> Insurance Certificates & Endorsements	<u> X </u> Workers' Compensation Certificate
<u> N/A </u> Bonds (as requested by District)	<u> X </u> Debarment Certification
<u> X </u> Fingerprinting/Criminal Background Investigation Certification	Other: _____

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "B,"** on an hourly basis and a per-item basis, as applicable, and up to a **maximum amount not-to-exceed One hundred four thousand, seven hundred Dollars and no cents (\$104,700.00)**. District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of

Contract #2: Independent Consultant Greater Than \$87,700 - OUSD & Jensen Hughes - Fruitvale Elementary School - Fire Alarm Project

Revised 08/01/2016

the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. ~~**Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.~~
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees.
9. **Standard of Care.**
 - 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
10. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or

in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

12. **Termination.**

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

- 12.2. **Without Cause by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or

- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's Insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The

thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
Each Occurrence	\$ 1,000,000
General Aggregate	
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance,

Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Labor Code Requirements.** Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.

18. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

22. Fingerprinting of Employees. The Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

23. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. Disputes: In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

27. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the

termination of this Agreement.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94601
Tel: 510-535-7038; Fax: 510-535-7082
ATTN: Tadashi Nakadegawa


Consultant

Jensen Hughes
2950 Buskirk Ave
Walnut Creek, CA. 94597
Tel: 925-938-3550; Fax: 925-938-3818
ATTN: Mannie David

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List, <https://www.sam.gov/portal/public/SAM>


Susie Butler-Berkley
Contract Analyst

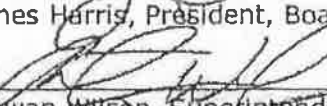
ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education

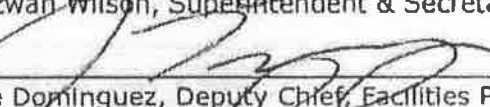
10/13/16

Date


Artwan Wilson, Superintendent & Secretary, Board of Education


10/13/16

Date


Joe Dominguez, Deputy Chief, Facilities Planning and Management

Date

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel

9-12-16

Date

CONSULTANT Jensen Hughes


Manuelita E. David, Director

August 31, 2016

Date

Information regarding Consultant:

Consultant: Jensen Hughes

License No.: _____

Address: 2950 Buskirk Avenue, Suite 225

Walnut Creek, CA 94597

Telephone: 925-938-3550

Facsimile: 925-938-3818

E-Mail: mdavid@jensenhughes.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: Maryland
☐ Limited Liability Company
☐ Other: _____

52-1199515 _____:

Employer Identification and/or
Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

File ID Number: 16-2081

Introduction Date: 10-13-16

Enactment Number: 16-1637

Enactment Date: 10-13-16

By: 

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 In relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: August 31, 2016

Proper Name of Consultant: Jensen Hughes

Signature: Manuelita E. David

Print Name: Manuelita E. David

Title: Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither Jensen Hughes [Type name of Consultant] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 31 day of August 2016 for the purposes of submission of this Agreement.

By:

Manuelita E. David

Signature

Manuelita E. David

Typed or Printed Name

Director

Title

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is

Name: Manuelita E. David

Title: Director

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Consultant that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Consultant's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: August 31, 2016

Proper Name of Consultant: Jensen Hughes

Signature: Manuelita E. David

Print Name: Manuelita E. David

Title: Director

Contract #2: Independent Consultant Greater Than \$87,700 - OUSD & Jensen Hughes - Fruitvale Elementary School - Fire Alarm Project

Revised 08/01/2016

EXHIBIT "A"
Scope of Services

Consultant shall perform the following Services:

JENSEN HUGHES proposes to provide the following scope of services. The services are described in detail as follows:

1. Phase I: Drawing Development Services and Design Services

- Prepare AutoCAD drawings from Client-supplied hard copies.
- Conduct a site visit.
- Prepare fire alarm and intrusion systems drawings, and project specifications in accordance with OUSD standards, Division of the State Architect (DSA) and Oakland Fire Department (OFD) requirements.
- Prepare fire alarm and intrusion systems drawings in AutoCAD.
- Quality assurance review by a registered professional engineer.
- Submit three sets of final drawings and specifications to DSA, OUSD, and SimplexGrinnell.
- Attend a meeting with the Client to review the construction drawings and design intent.
- Revise the construction drawings to incorporate appropriate comments received from DSA.
- P.E. review, approval, and stamping of documents by a registered professional engineer.
- Submit three sets of construction drawings to DSA.

- Revise drawings from DSA comments.
- Submit approved DSA documents to OUSD for their use for bidding purposes.

2. Phase II: Bid Services

- Attend a pre-bid meeting to discuss the project with bidders and provide clarification and technical assistance regarding contractors' questions. JENSEN HUGHES to prepare bid addendum or ASI's if necessary.

3. Phase III: Construction Administration Services

- Attend a pre-construction meeting.
- Provide general consulting regarding the project. This consulting may be used for:
 - Providing clarifications RFI responses to the contractor.
 - Mitigating contractor problems and/or conflicts.
 - Providing recommendations/solutions.
 - Assisting with requests for Change Orders.
- Attend weekly project meetings (16 meetings budgeted).
- Perform two construction observation surveys at the pre-wiring and device connections stages of construction. JENSEN HUGHES will provide written observation comments reflecting items reviewed at the site.
- Witness the final acceptance test of the fire alarm system with the Client, contractor, and AHJ. Results of the test will be recorded and submitted to the Client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2016

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 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 DSP Insurance 1900 E. Golf Road Suite 650 Schaumburg IL 60173	CONTACT NAME: Sara Gulotta PHONE (A/C No. Est): (847) 934-2690 E-MAIL: sgulotta@dspins.com FAX (A/C No.): (847) 934-6186														
INSURED JENSEN HUGHES, INC., Hughes Associates, Inc., The RJA Group, Inc. and Its Subsidiaries 3610 Commerce Drive #817 Baltimore MD 21227-1652	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Prop Casualty Co of Am</td><td>25674</td></tr><tr><td>INSURER B: Travelers Ind. Co of America</td><td>25666</td></tr><tr><td>INSURER C: Ironshore Speciality Insurance</td><td>25445</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Prop Casualty Co of Am	25674	INSURER B: Travelers Ind. Co of America	25666	INSURER C: Ironshore Speciality Insurance	25445	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Ironshore Speciality Insurance	25445														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 17911

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		P6305009X462TIL16	01/11/2016	01/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA5009X46216CAG	01/11/2016	01/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP1587802116NF	01/11/2016	01/11/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	PJUB5009X46216	01/11/2016	01/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Including Pollution		000811105	11/17/2015	11/17/2016	Limit Each Occ/Aggregate \$ 5,000,000 Per Claim Ded. \$ 250,000

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

RE: Fruitvale Elementary School, Project No.: 1616063-000
Oakland Unified School District and the State and their representatives, employees, trustees, officers, and volunteers are included as Additional Insureds on the General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District
Attn: Juanita Hunter
955 High Street
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Fruitvale Elementary School Fire Alarm	Site	117
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Jensen Hughes	Agency's Contact	Mannie David				
OUSD Vendor ID #	V053604	Title	Project Manager				
Street Address	2950 Buskirk Avenue, Suite 225	City	Walnut Creek	State	CA	Zip	94597
Telephone	925-827-5858	Policy Expires	1-11-2017				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	15125						

Term			
Date Work Will Begin	10-14-2016	Date Work Will End By (not more than 5 years from start date)	11-20-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$104,700.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
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
9599	Fund 21, Measure B	1179901890	6215	\$104,700.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	9/8/16
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	9.12.16
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	
5.	President, Board of Education	Signature	Date Approved	



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Fire Alarm Project	Site	117
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Jensen Hughes	Agency's Contact		David Secoda				
OUSD Vendor ID #	V053604	Title		Project Manager				
Street Address	2950 Buskirk Avenue Ste. 225	City	Walnut Creek	State	CA	Zip	94597	
Telephone	925-938-3550	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	15125							

Term

Date Work Will Begin	10-13-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2018
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$-0-
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ -0-
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
9599	Fund 21, Measure B	1179901890	6215	\$-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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature			Date Approved	1/16/18
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	1/22/18
	Deputy Chief, Facilities Planning and Management				
3.	Signature			Date Approved	
	Senior Business Officer, Board of Education				
4.	Signature			Date Approved	
	President, Board of Education				
5.	Signature			Date Approved	

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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fruitvale Elementary School Fire Alarm Project	Site	117
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Jensen Hughes	Agency's Contact		David Secoda				
OUSD Vendor ID #	V053604	Title		Project Manager				
Street Address	2950 Buskirk Avenue Suite 225	City	Walnut Creek	State	CA	Zip	94597	
Telephone	925-938-3550	Policy Expires						
Contractor History	Previously been an OUSD contractor? X Yes <input type="checkbox"/> No			Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	07130							

Term

Date Work Will Begin	5-10-2018	Date Work Will End By (not more than 5 years from start date)	12-31-2018
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Compensation

Total Contract Amount	\$104,700.00	Total Contract Not To Exceed	\$114,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 9,800.00
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
9599	Fund 21, Measure B	1179901890	6215	\$9,800.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved	4/19/18		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	4/24/18		
	Deputy Chief, Facilities Planning and Management				
3.	Signature	Date Approved	4/20		
	Senior Business Officer, Board of Education				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			