Board Office Use: **Legislative File Info.**	
File ID Number	21-0964
Introduction Date	5-12-2021
Enactment Number	21-0729
Enactment Date	5/12/2021 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting May 12, 2021

Date Subject General Services Agreement – Jensen Hughes – Oakland International High School Intrusion Alarm Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement between the District and Jensen Hughes, Concord, California, for the latter to provide intrusion alarm design services, which includes: attending one pre-design meeting to identity intrusion alarm systems objectives for replacement systems; produce AutoCAD formatted electronic files; produce black-line drawings and site surveys; review existing intrusion alarm system plans to develop replacement design and identify existing conduits for possible reuse; and conduct site visits to determine existing site issues, for the Oakland International High School Intrusion Alarm Project, in the amount of $83,300.00, which includes a contingency fee of $5,000.00, with work scheduled to commence on May 13, 2021, and scheduled to last until December 31, 2023.

Discussion Consultant will provide intrusion alarm design services. Consultant was selected based on specially trained services which does not require competitive bidding. Contract price is under the threshold of $96,700. (Public Contract Code §20111(d), and (Government Code §53060.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Jensen Hughes, Concord, California, for the latter to provide intrusion alarm design services, which includes: attending one pre-design meeting to identity intrusion alarm systems objectives for replacement systems; produce AutoCAD formatted electronic files; produce black-line drawings and site surveys; review existing intrusion alarm system plans to develop replacement design and identify existing conduits for possible reuse; and conduct site visits to determine existing site issues, for the Oakland International High School Intrusion Alarm Project, in the amount of $83,300.00, which includes a contingency fee of $5,000.00, with work scheduled to commence on May 13, 2021, and scheduled to last until December 31, 2023.

Fiscal Impact Fund 25

Attachments

- Agreement
- Scope of work
- Insurance Certificate

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

Legislative File ID No. **21-0964**

Department: **Facilities Planning & Management** **Vendor**

Name: **Jensen Hughes**

Project Name: **Oakland International HS Intrusion Alarm** **Project No.:** **21103**

Contract Term: Intended Start: 5-13-2021 Intended End: 12-31-2023

Total Cost Over Contract Term: $83,300.00

Approved by: Tadashi Nakadegawa

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

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

This consultant was a direct selection based on specialized training services and past experience of work done on the Districts' fire alarm and fire intrusion systems. Given the Consultant's experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

Jensen Hughes will provide design intrusion alarm services, which includes: attending one pre-design meeting to identity intrusion alarm systems objectives for replacement systems; produce AutoCAD formatted electronic files; black-line drawings and site surveys; review existing intrusion alarm system plans to develop replacement design and identify existing conduits for possible reuse. Conduct site visits to determine existing site issues,

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

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Jensen Hughes has done work and is currently working for the District. Based on specialized trained services with this particular type of work, the District found that the consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding – *contact legal counsel to discuss if applicable*

☐ Sole source contractor – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)

☐ Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☒ For services other than above, the cost of services is $96,700 or less (as of 1/1/21)

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

Purchasing Contract:

☐ Price is at or under bid threshold of $96,700 (as of 1/1/21)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

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

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $96,700 (as of 1/1/21)

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

☐ Other: _____

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

- Consultant is providing review and preparation of design Intrusion alarm drawings, which are specially trained services.
- Contract price is under the threshold of $96,700.

OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into effective **May 13, 2021** (the "Effective Date"), by and between the Oakland Unified School District ("District") and **Jensen Hughes** ("Contractor").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Services"): Jensen Hughes to assist with preparation of a design to replace the existing fire alarm systems, which includes conduct site visits, review the existing fire alarm system plans to develop the fire alarm system replacement design criteria. Attend one pre-design meeting with Client to identity the fire alarm systems. Develop AutoCAD background drawings, and site surveys. The Services include all work described in the March 10, 2021, proposal attached to this Agreement as Exhibit A.

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

3. **Term.** This Agreement shall begin on **May 13, 2021** and shall terminate upon completion of the Services, but no later than **December 31, 2023** ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached, Exhibit B), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall be a not-to-exceed fee of **EIGHTY-THREE THOUSAND, THREE HUNDRED DOLLARS NO/100 ($83,300.00), which includes a contingency fee of $5,000.00**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor,

including any additional supporting documentation District reasonably requests.

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

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

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

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

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

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

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

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

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

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

_____

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority**. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

~~30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."~~

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

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

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

* *

DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

5/13/2021

Shanthi Gonzales, President, Board of Education — Date

5/13/2021

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

4/16/2021

Tadashi Nakadegawa, — Date
Deputy Chief, Facilities Planning & Management

Approved As to Form:

4/16/21

OUSD Facilities Legal Counsel — Date

CONTRACTOR:

JENSEN HUGHES, INC.

By: Manuelita E. David

Name: Manuelita E. David

Title: Team Lead + Senior Consultant

Exhibit A

See attached Proposal

JENSEN HUGHES

Advancing the Science of Safety

March 10, 2021 EXHIBIT A

John Esposito
Facilities Project Manager Oakland Unified School District 955 High Street
Oakland, CA 94601

john.esposito@ousd.org
+1 510-535-7049

RE: Oakland International High School – Oakland, CA
4521 Webster Street
Intrusion Alarm Design Services

Dear Mr. Esposito:

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

The project is an existing educational occupancy consisting of six permanent buildings and three portables. The buildings are approximately 65,000 square feet in area. The Client has requested Jensen Hughes' assistance with preparation of a design to replace intrusion alarm system at the property.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

DRAWING DEVELOPMENT AND DESIGN

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

5. Prepare intrusion alarm design drawings and technical specifications. Intrusion alarm design drawings will be detailed sufficient for Division of the State Architect (DSA) and OUSD Alarm Shop requirements. Intrusion alarm design shall be in accordance with the current OUSD Intrusion Alarm Standard. The design drawings will be prepared in AutoCAD format.
6. Coordinate the designs with OUSD Buildings & Grounds Alarm Shop.
7. Submit 50% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop for review and comment. Revise the 50% construction drawings to incorporate appropriate comments received from OUSD.
8. Submit 90% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop. Revise the 90% construction drawings to incorporate appropriate comments received from OUSD.
9. Prepare a construction cost estimate based on Jensen Hughes' construction documents.
10. Intrusion alarm systems are not regulated by California State codes. Design documents will not be submitted to DSA for review and approval. DSA application fees are excluded.
11. Final intrusion alarm drawings and specifications will be reviewed and stamped by one of Jensen Hughes' licensed Electrical Engineers.
12. Submit final construction documents to Client for bidding purposes. Submittal shall include one Engineer-stamped approved hard copy of construction drawings and specifications and electronic files of same.

BID SERVICES

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

CONSTRUCTION ADMINISTRATION

1. Attend one pre-construction and one pre-pull meeting with the selected contractor and Client. Meetings shall be arranged by the Client.
2. Attend one construction kick-off meeting with the selected contractor and Client. Meetings shall be arranged by the Client.
3. Attend weekly project meetings during construction. Meeting minutes shall be recorded and distributed by the Client. A total of 16 weekly meetings are included.
4. Provide appropriate direction to the DSA Project Inspector.
5. Conduct two construction observation visits during construction to ensure compliance and completion in accordance with the approved plans. Construction observation visits will be high-level reviews and are not intended as a substitute for continuous inspection provided by the Project Inspector. Jensen Hughes will provide written comments reflecting items reviewed at the site. It is anticipated that construction observation visits will coincide with construction meetings.
6. Respond to contractor or inspector RFIs concerning interpretation of construction drawings. Prepare RFI responses as appropriate.
7. Provide general consulting regarding the project. This consulting may be used for:
   A. Mitigating contractor problems and/or conflicts.
   B. Providing recommendations/solutions.
   C. Assisting with requests for change orders.

8. Witness the pre- and final acceptance tests of the intrusion alarm systems with the Client, contactor, OUSD Buildings & Grounds Alarm Shop, and Project Inspector. Results of the final tests will be recorded and submitted to the Client. Two site visits are estimated for systems testing.
9. Conduct one final walk-through at the completion of construction to verify and document that the intrusion alarm systems are installed in accordance with the manufacturer's requirements, OUSD Standards, and the design intent. Prepare a letter report that identifies any deficiencies found during the final walk-through. Submit the same to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

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

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

Client Responsibilities

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

1. Provide Jensen Hughes with all drawings, including existing as-built intrusion alarm, fire alarm, fire protection system, architectural, structural, mechanical, electrical, and fixture plans, and other information pertaining to design of the project. These documents are for Jensen Hughes' use in preparing the drawings and specifications. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
2. Coordinate and arrange all required meetings and tests.
3. Provide Jensen Hughes access to all areas of the building for the purpose of conducting surveys and site visits.
4. Provide staff familiar with the location and operation of the existing intrusion alarm systems.
5. Pay for all fees for securing approval of authorities having jurisdiction.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not to exceed fee of $78,300.00, plus an OUSD contingency fee of $5,000.00, for total contract price of $83,300.00.

Phase	Fees
Drawing Development and Design	$37,100
Bid Services	$3,100
Construction Administration	$38,100
Total	**$78,300**

Staffing

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

Payments

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

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

Exhibit B
Hourly Rate

JENSEN HUGHES

Advancing the Science of Safety

Standard Billing Rates

The following table reflects our current standard hourly rate range/schedule. Rates are effective as of January 1, 2021 and are subject to change.

Labor Category	*Rate*
Technical Fellow 2	$400
Technical Fellow 1	$350
Sr Consultant 5	$330
Sr Consultant 4	$298
Sr Consultant 3	$289
Sr Consultant 2	$274
Sr Consultant 1	$256
Consultant 4	$236
Consultant 3	$215
Consultant 2	$198
Consultant 1	$189
Associate 4	$179
Associate 3	$165
Associate 2	$144
Associate 1	$112
Sr Technician	$132
Technician	$98
Intern	$98
Project Admin	$115
Admin	$98

Confidential and Proprietary.

JENSHUG-01 JSHAVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2021

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 Alliant Insurance Services, Inc. 575 Market St Ste 3600 San Francisco, CA 94105	CONTACT NAME: John Shaver PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: John.Shaver@alliant.com
INSURED Jensen Hughes Inc. 3610 Commerce Drive Ste 817 Baltimore, MD 21227	INSURER A : Charter Oak Fire Insurance Company — NAIC # 25615 INSURER B : Travelers Property Casualty Company of America — NAIC # 25674 INSURER C : Starr Surplus Lines Insurance Company — NAIC # 13604 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	P-630-9R157166-COF-21	3/15/2021	3/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BA-9R228458-21-43-G	3/15/2021	3/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP-9R228956-21-43	3/15/2021	3/15/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-9R229222-21-43-G	3/15/2021	3/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional			1000600146211	3/15/2021	3/15/2022	Per Claim/Agg	1,000,000

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

RE: Oakland International High School JH Project No: 1DMS21006

Oakland Unified School District and District Parties are additional insureds when required by written contract per the attached endorsements. Primary and Non-Contributory wording applies when required by written contract per the attached endorsement. Waiver of Subrogation applies when required by written contract in favor of Oakland Unified School District and District Parties per the attached endorsements.

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.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Oakland, CA 94601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Oakland International High School Intrusion Alarm Project	**Site**	353

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

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

Contractor Information

Contractor Name	Jensen Hughes	Agency's Contact	David Secoda				
OUSD Vendor ID #	002281	Title	Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21103						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-13-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$83,300.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9021 9849	Fund 25	250-9021-0-9849-8500-6215-353-9180-9000-9999-99999	6215	$83,300.00

Approval and Routing (in order of approval steps)

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

1.	**Division Head**	**Phone**	510-535-7038	**Fax** 510-535-7082
	Acting Director, Facilities Planning & Management			
	Signature	Date Approved	4/16/2021	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, as to form only	Date Approved	4/16/21	
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature	Date Approved	4/16/2021	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT