

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-1394
Introduction Date	6-25-2025
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

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

**Board Meeting Date** June 25, 2025

**Subject** Amendment No. 2, General Services Agreement – Jensen Hughes, Inc.- Cole Central Administration Center Project - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 2, to the General Services Agreement by and between the District and Jensen Hughes, Inc., Concord, CA, to extend the term of the Agreement by an additional 365 calendar days for the **Cole Central Administration Center Project**. All other terms and conditions of the Agreement will remain unchanged and in full force and effect.

**Discussion** This Amendment is for three hundred sixty-five (365) calendar days’ time extension.

**LBP (Local Business Participation Percentage)** 0.0%

**Recommendation** Approval by the Board of Education of Amendment No. 2, to the General Services Agreement by and between the District and Jensen Hughes, Inc., Concord, CA, to extend the term of the Agreement by an additional 365 calendar days for the Cole Central Administration Center Project. All other terms and conditions of the Agreement will remain unchanged and in full force and effect.

**Fiscal Impact** Fund 35 County School Facilities

**Attachments**

- Amendment No. 2, including Exhibits
- Routing Form
- File ID: 21-1893 & 20-0212

## AMENDMENT NO. 2

### AGREEMENT FOR GENERAL SERVICES

This Amendment is entered into between the Oakland Unified School District and **Jensen Hughes** ("Contractor") to amend the **General Services Agreement** between the District and the Contractor dated **February 27, 2020** ("Agreement"), for the **Cole Central Administrative Center Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

<p><b>1. Services:</b>      <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u>.      <input type="checkbox"/> <b>The scope of work has <u>changed</u>.</b></p> <p><b>If scope of work changed:</b> 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:</p>
<p><b>2. Terms (duration):</b>    <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> <p><b>If term is changed:</b> The contract term is extended by an additional <b><u>three hundred thirty-five (365) days</u></b>, and the amended expiration date is <b><u>June 30, 2026</u></b>. The current end date of the agreement is June 30, 2025.</p>
<p><b>3. Compensation:</b>    <input checked="" type="checkbox"/> The contract price is <u>unchanged</u>.      <input type="checkbox"/> The contract price has <u>changed</u>.</p> <p><b>If the compensation is changed:</b> The not-to-exceed 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 not to exceed contract price was _____), and after this amendment, the not-to-exceed contract price will be: _____.</p>

**4. 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	09-09-2021	Compensation and extension	\$15,750

- 5. No Further Modifications.** Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. 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.
- 8. Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

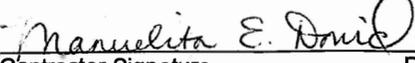
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary Board of Education

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
~~Preston Thomas (May 28, 2025 16:15 PDT)~~  
~~Preston Thomas, Chief Systems & Services~~  
Officer,

05/28/2025  
\_\_\_\_\_  
Date

**CONTRACTOR: JENSEN HUGHES, INC.**

 5/21/2025  
\_\_\_\_\_  
Contractor Signature Date  
Manuelita E. David  
Team Leader + Senior Consultant  
\_\_\_\_\_  
Print Name, Title

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

05/15/2025  
\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**Scope of Work for Amendment**

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

1. Detailed Description of Services to be provided: This amendment is for a time extension to the master agreement to cover any remaining amendments to be issued for additional scope of work related to Fire Sprinkler Consulting Services to the Engineering Services Agreement.

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



October 24, 2024

Christina Stone  
Senior Project Engineer  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
[christina.stone@ousd.org](mailto:christina.stone@ousd.org)  
+1 510-535-7051

RE: Central Administration Center at Cole Elementary School – 1011 Union Street, Oakland, CA  
Fire and Intrusion Alarm Systems Consulting

Dear Christina,

Jensen Hughes has an existing agreement, dated February 27, 2020, with the Oakland Unified School District to provide fire and intrusion alarm consulting services for the Cole Central Administration Center project. Amendment 1 is also in place for additional fire and intrusion alarm services that extended the contract term to December 31, 2023. The Amendment 1 extension has now expired.

Our total existing contract value, including Amendment 1, is \$59,250. Jensen Hughes has used \$32,255 to provide services to OUSD to-date. The current contract value remaining is \$26,995, which includes OUSD contingency of \$10,000.

No adjustments to the existing scope of services or budget are necessary at this time. We are therefore requesting a new amendment to extend the existing contract term to June 30, 2025 (anticipated project completion) for fire and intrusion alarm consulting services.

Sincerely,

*Jensen Hughes*

A handwritten signature in black ink that reads "Frank Molnar".

Frank Molnar  
Senior Consultant  
[fmolnar@jensenhughes.com](mailto:fmolnar@jensenhughes.com)  
+1 925-208-0932

FDM/rs

Y:\Shared\Legacy\US\WNC\Proj\1DMS\_David Secoda\1DMS20002\_OUSD Central Admin Center\_FA+IA\Contracts-Billings\Cole Admin Center\_Request for Contract Term Extension\_20241024.docx

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

[jensenhughes.com](http://jensenhughes.com)

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Central Administration Center Project	<b>Site</b>	109
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### Basic Directions

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

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

Contractor Name	Jensen Hughes	Agency's Contact	Frank Molnar		
OUSD Vendor ID #	002281	Title	Senior Consultant		
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA Zip 94520
Telephone	925-938-3550	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 #	19119				

### Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	2-27-2020	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2026

### Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 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
7710 9805	Fund 35	350-7710-0-9805-8500-6289-109-9180-9903-9999-19119	6289	\$0

### Approval and Routing (in order of approval steps)

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

<b>1.</b>	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director, Facilities</b>				
	<b>Signature</b>	<b>Date Approved</b>			
<b>2.</b>	<b>OUSD Counsel, Facilities</b>				
	<b>Signature</b> <i>James Traber</i>	<b>Date Approved</b>	05/15/2025		
<b>3.</b>	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b> <i>Preston Thomas</i>	<b>Date Approved</b>	05/28/2025		
<b>4.</b>	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
<b>5.</b>	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



<b>Board Office Use: Legislative File Info.</b>	
File ID Number	21-1893
Introduction Date	9-8-2021
Enactment Number	21-1400
Enactment Date	9/8/2021 os



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

Community Schools, Thriving Students

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## Memo

**To** Board of Education

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

**Board Meeting Date** September 8, 2021

**Subject** Amendment No. 1 to General Services Agreement – Jensen Hughes – Cole Administration Center Project - Division of Facilities Planning and Management

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**Action Requested** Approval by the Board of Education of Amendment No. 1 to the General Services Agreement between the District and Jensen Hughes, Concord, CA, for the latter to provide additional consulting services to include review of the re-designed building's fire and intrusion alarm system according to the California Building and Fire Codes (CBC and CFC and OUSD standards, for the Cole Administration Center Project in an additional amount of \$15,750, which includes a contingency of \$4,000.00, increasing Agreement not to exceed amount from \$43,500.00 to \$59,250.00, and extending the expiration of the Agreement from September 1, 2022 to December 31, 2023 (an additional 486 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

**Discussion** This Amendment is for additional consulting services for the re-design fire & intrusion alarm system and four hundred eighty-six (486) calendar days' time extension.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1 to the General Services Agreement between the District and Jensen Hughes, Concord, CA, for the latter to provide additional consulting services to include review of the re-designed building's fire and intrusion alarm system according to the California Building and Fire Codes (CBC and CFC and OUSD standards, for the Cole Administration Center Project in an additional amount of \$15,750, which includes a contingency of \$4,000.00, increasing Agreement not to exceed amount from \$43,500.00 to \$59,250.00, and extending the expiration of the Agreement from September 1, 2022 to December 31, 2023 (an additional 486 calendar days), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant, pursuant to the Amendment.

**Fiscal Impact** Fund 35 County School Facilities Fund

**Attachments**

- Amendment No. 1 & Scope of work
- Insurance Certificate

## AMENDMENT NO. 1 TO A GENERAL SERVICES AGREEMENT

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 **February 27, 2020** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Cole Administration Center Project** as follows and as described in Exhibit A.

1.	<b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> <b>The scope of work has <u>changed</u>.</b>
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This Amendment is for assistance in reviewing the re-designed building's fire and intrusion alarm system to verify compliance with the California Building and Fire Codes (CBC and CFC and OUSD standards, as described in the Proposal dated July 29, 2021, attached to this Amendment in Exhibit A.</p>			
2.	<b>Terms (duration):</b>	<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><b>If term is changed:</b> The contract term is extended by an additional <b><u>Four Hundred Eighty-Six days (486)</u></b>, and the amended expiration date is <u>December 31, 2023</u>. <b>The current end date is <u>September 1, 2022</u>.</b></p>			
3.	<b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increased by: <b><u>Fifteen Thousand Seven Hundred Fifty Dollars No/100 (\$15,750.00), which includes a \$4,000.00 contingency.</u></b></p> <p style="margin-left: 40px;"><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____).</p> <p>Prior to this amendment, the not to exceed contract price was <b><u>Forty-three Thousand, Five Hundred Dollars No/100 (\$43,500.00)</u></b>, and after this amendment, the not to exceed contract price will be: <b><u>Fifty-nine Thousand, Two Hundred Fifty dollars and no/100 (\$59,250.00)</u></b>.</p>			

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

5. **Amendment History:**

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

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

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Jensen Hughes – Cole Administration Center Project - \$15,750.00

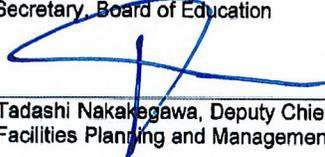
**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Shanthi Gonzales, President,  
Board of Education

9/9/2021  
Date

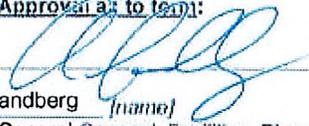
  
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

9/9/2021  
Date

  
\_\_\_\_\_  
Tadashi Nakakegawa, Deputy Chief,  
Facilities Planning and Management

8/15/21  
Date

Approval as to form:

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

8/12/21  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Contractor Signature 8/9/2021  
Date

Manuella E. David, Team Leader  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Jensen Hughes**

1. Detailed Description of Services to be provided: This Amendment is for assistance in reviewing the re-designed building’s fire and intrusion alarm system to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD standards, as described in the Proposal dated July 29, 2021, attached to this Amendment in Exhibit A.
  
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



## *Jensen Hughes Additional Services Agreement*

July 29, 2021

Elena Comrie  
Oakland Unified School District  
955 High Street  
Oakland, CA 94601  
ecomrie@ccorpusa.com  
+1 415-916-2461

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

Dear Ms. Comrie:

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

The original design for the new Central Administrative Center was completed by other consultants. The original project consisted of two new buildings: One two-story office building, and one one-story educational building. Jensen Hughes provided fire and intrusion alarm consulting throughout the design phase of the original project.

The Central Administrative Center project is changing. One of two planned buildings will not be constructed, and the arrangement of rooms and offices in the one planned new building will be changing.

The Client has requested Jensen Hughes' assistance in reviewing the re-designed building's fire and intrusion alarm systems to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD design standards. These services are outside the scope of work originally agreed upon for this project.

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

Sincerely,

*Jensen Hughes*

David M. Secoda  
Senior Consultant

Enclosure

DMS/rs  
FBS-WNC-21-0261-DMS\_OUSD Central Admin Center Redesign\_FA+IA Add Svs\_20210729-R1

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

## Authorization for Requested Additional Services

CHANGE NUMBER: 01

Date:	July 29, 2021
Project Name:	Central Administrative Center
Project Location:	1011 Union Street – Oakland, CA
Project No.:	1DMS20002.000
Original Contract Dated:	February 20, 2020
Client:	Oakland Unified School District
Contact:	Elena Comrie

## Description of Additional Services

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

- + Review the redesigned 90% Construction Documents, including fire and intrusion alarm construction drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - *National Fire Alarm and Signaling Code* requirements, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to the fire alarm and intrusion alarm systems only. Jensen Hughes will provide a letter report of plan review comments. One initial plan review and one back check plan review are included.
- + Participate in up to three meetings to discuss the potential impact of the redesign on the fire and intrusion alarm systems.
- + Additional Client contingency of \$4,000 to address unforeseen fire alarm or intrusion alarm issues that may arise during re-design or construction.

Net Increase for these Additional Services	\$ 15,750.00
Original Contract Sum	\$ 43,500.00
Net Change by Previously Authorized Additional Services	\$ 0.00
Contract Sum Prior to this Additional Services Request	\$ 43,500.00
Net Increase for Additional Services described herein	\$ 15,750.00
New Contract Sum	\$ 59,250.00

This agreement shall be subject to the terms and conditions of the original agreement for this project, dated February 20, 2020, 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.



JENSHUG-01

CZHANG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2021

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: Lincy Kaczka	
	PHONE (A/C, No, Ext): (415) 946-7505	FAX (A/C, No):
	E-MAIL ADDRESS: Lincy.Kaczka@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  Jensen Hughes Inc. 3610 Commerce Drive Ste 817 Baltimore, MD 21227	INSURER A : Charter Oak Fire Insurance Company	25615
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Starr Surplus Lines Insurance Company	13604
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	P-630-9R157166-COF-21	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO 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"/>	<input checked="" type="checkbox"/>	BA-9R228458-21-43-G	3/15/2021	3/15/2022	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			CUP-9R228956-21-43	3/15/2021	3/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED \$ RETENTION \$						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-9R229222-21-43-G	3/15/2021	3/15/2022	<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			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)  
Cole Administration Center JH Project No. 1DMS20002

Oakland Unified School District is included as additional insured as primary and non-contributory with a waiver of subrogation with regard to General Liability and Auto Liability. Workers Compensation includes a waiver of subrogation per written contract. Insurer will provide 30day notice of cancellation with regard to General Liability, Auto Liability and Workers Compensation. Umbrella follows form.

### 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 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b.** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

- 4.** The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) –**

**POLICY NUMBER:**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**DATE OF ISSUE:**    -    -    **ST ASSIGN:**



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Administration Center Fire and Intrusion Alarm System Consulting Project	<b>Site</b>	109
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### Basic Directions

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

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

### Contractor Information

<b>Contractor Name</b>	Jensen Hughes	<b>Agency's Contact</b>	David Secoda
<b>OUSD Vendor ID #</b>	002281	<b>Title</b>	Senior Consultant
<b>Street Address</b>	1220 Concord Avenue, Ste. 400	<b>City</b>	Concord
<b>Telephone</b>	925-257-5145	<b>State</b>	CA
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Zip</b>	94520
<b>OUSD Project #</b>	19119	<b>Policy Expires</b>	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	2-27-2020	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	
		<b>New Date of Contract End (If Any)</b>	12-31-2023

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>		<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$ 15,750.00
<b>Other Expenses</b>		<b>Requisition Number</b>	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
7710 9805	Fund 35	350-7710-0-9805-8500-6289-109-9180-9903-9999-99999	6289	\$15,750.00

### Approval and Routing (in order of approval steps)

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

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Acting Director, Facilities Planning and Management</b>				
	<b>Signature</b> <i>K. Chafman</i>	<b>Date Approved</b>	8/12/2021		
2.	<b>General Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i> Lozano Smith, as to form only	<b>Date Approved</b>	8/12/21		
3.	<b>Deputy Chief, Facilities Planning and Management</b>				
	<b>Signature</b> <i>[Signature]</i>	<b>Date Approved</b>	8/13/21		
4.	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
5.	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			



Board Office Use: Legislative File Info.	
File ID Number	20-0212
Introduction Date	2-26-2020
Enactment Number	20-0261
Enactment Date	2/26/2020 os



# Memo

**To** Board of Education

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

**Board Meeting Date** February 26, 2020

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

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

**Discussion** Consultant was selected without competitive bidding because a competitive RFP process was used.

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

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

**Fiscal Impact** Fund 21, Measure J

**Attachments**

- Agreement
- Scope of work
- Insurance Certificate



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

**Legislative File ID No. 20-0212**

**Department: Facilities Planning and Management**

**Vendor Name: Jensen Hughes**

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

**Project No.: 19119**

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

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

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

**Approved by: Tadashi Nakadegawa**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?  Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Based on professional expertise and unique on the District's fire and intrusion customized standards.

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

Provide assistance in reviewing the project's fire and intrusion alarm designs to verify compliance with the California Building and fire Codes (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems. Total includes an owner contingency of \$10,000.00.

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

**If "No," please answer the following questions:**

1) How did you determine the price is competitive?

Vendor has done work for the District before. Based on their experience of expertise with this particular type of work, the District found that the Contractor performed work quickly, accurately, efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding – *contact legal counsel to discuss if applicable*
- Sole source contractor – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$95,200 or less (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$95,200 (as of 1/1/20)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

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

- Competitive RFP process was used.

## OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

---

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **February 27, 2020** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Jensen Hughes** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Services”): Jensen Hughes to provide assistance in reviewing the project’s fire and intrusion alarm designs to verify compliance with the California Building and fire Codes (CBC and CFC) and OUSD design standards, and to witness testing of the fire and intrusion alarm systems. The Services include all work described in the January 28, 2020, proposal attached to this Agreement as Exhibit A.
  
2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.
  
3. **Term.** This Agreement shall begin on **February 27, 2020** and shall terminate upon completion of the Services, but no later than **September 1, 2022** (“Term”), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to and including the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
  
4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.
  
5. **Payment of Fees for Services.** District agrees to pay Contractor fees in accordance with the attached Fee Schedule (See attached), for Services satisfactorily performed. Contractor shall not increase the rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall be a fixed fee of \$33,500.00 plus a \$10,000.00 not-to-exceed contingency, total payment of **FORTY-THREE THOUSAND, FIVE HUNDRED DOLLARS NO/100 (\$43,500.00)**. Contractor shall perform all Services required by the Agreement even if the Fee has already been paid and no more payments will be forthcoming. District agrees to pay the Fee, up to the maximum amount provided herein, within Thirty (30) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests.

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

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

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

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

provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

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

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student

information for any purpose other than carrying out the obligations under this Agreement. Upon request from the District, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. **Forms.** The following forms, attached to the contract, are incorporated into the contract:

- ~~• Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~• Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~• Buy American Certification.~~
- ~~• Local Business Participation Form.~~

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

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

\*\*\*\*\*

**DISTRICT:**

**OAKLAND UNIFIED SCHOOL DISTRICT**

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

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

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

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

**CONTRACTOR:**

**JENSEN HUGHES, INC.**

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

Name: Manuelita E. David

Title: Director

Exhibit A

See attached Proposal

January 28, 2020

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

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

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

Dear Ms. Chatman:

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

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

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

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

## Scope of Services

Jensen Hughes, Inc. (Jensen Hughes) proposes to provide the following scope of services ("Services") described in detail as follows:

1. Review 90% Construction Documents, including fire and intrusion alarm construction drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - *National Fire Alarm and Signaling Code* requirements, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a letter report of plan review comments. Jensen Hughes anticipates printing PDF files for review and as such, the printing expense is included. Submittal drawings for review are anticipated in late April or early May 2020. One initial plan review and one back check plan review are included.
2. Provide fire alarm and intrusion alarm consulting regarding issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. Eight (8) hours are included.
3. Attend one pre-construction, one pre-pull, and one device connection meeting with the selected contractor and the Client. Meetings shall be arranged by the Client. Six (6) meetings are included, three for each construction phase.
4. Perform one construction observation survey during construction. Surveys will be conducted during conduit rough-in. Results of the surveys will be recorded and submitted to the Client. Two (2) surveys are included, one during each construction phase.
5. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Eight (8) visits for testing are included as follows:
  - A. Witness one (1) pre-test of the new Office Building's fire alarm system. (Construction Phase 2).
  - B. Witness one (1) final acceptance test of the new Office Building's fire alarm system. (Construction Phase 2).
  - C. Witness one (1) pre-test of the new Office Building's intrusion alarm system. (Construction Phase 2).
  - D. Witness one (1) final acceptance test of the new Office Building's intrusion alarm system. (Construction Phase 2).
  - E. Witness one (1) pre-test of the new Educational Building's fire alarm system. (Construction Phase 4).
  - F. Witness one (1) final acceptance test of the new Educational Building's fire alarm system. (Construction Phase 4).
  - G. Witness one (1) pre-test of the new Educational Building's intrusion alarm system. (Construction Phase 4).
  - H. Witness one (1) final acceptance test of the new Educational Building's intrusion alarm system. (Construction Phase 4).
6. Owner requested contingency. Fees associated with the Owner contingency will be invoiced only if the detailed scope above is insufficient:
  - A. Up to one (1) additional plan review and letter report, if needed, to resolve plan review deficiencies.
  - B. Up to three (3) additional site visits to witness testing, if needed to re-test deficiencies.
  - C. Up to two (2) additional meetings on-site or at the offices of OUSD, if needed to discuss unforeseen issues that may arise during the project.

## *Additional Services*

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

Additional work may include, but is not limited to:

1. Additional site visits.
2. Additional meetings.
3. Additional system tests.
4. Building and fire code analysis and appeals.
5. Review of additional resubmitted shop drawings or construction change orders.
6. Review of requests for payment and change orders from the contractor.
7. Additional construction observation visits beyond the scope of work.
8. Additional time for system acceptance testing beyond that noted in Basic Services resulting from contractor’s delays or deficiencies.
9. Evaluation of the existing fire alarm systems.
10. Fire alarm system design services.
11. Intrusion alarm system design, testing, and consulting.
12. DSA submittals or verified reports.
13. Professional engineer review or stamping of documents or drawings.
14. Automatic sprinkler system design, testing and consulting.
15. Mechanical, structural, or civil engineering and consulting.
16. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
17. Building code and accessibility consultation.

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

## *Client Responsibilities*

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

1. Provide Jensen Hughes with copies, in hardcopy or PDF, of all fire and intrusion alarm system drawings pertaining to the project. These documents are for Jensen Hughes’ use in providing construction services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
4. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
5. Provide portable radios.
6. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
7. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.

8. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
9. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
10. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
11. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
12. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
13. Provide at least two individuals for fire and intrusion alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.

### Professional Fees

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

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

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

### Staffing

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

### Payments

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

- + Jensen Hughes will invoice Client 10% of the agreed-upon fee amount upon contract signature or authorization to proceed. Payment for the initial 10% is due upon receipt. The remaining 90% will be invoiced monthly in proportion to service performed or fixed amount by task or deliverable(s). Invoices for remaining 90% are due 30 days from invoice date. Invoices remaining unpaid after thirty (30) days from receipt shall be subject to a service fee of 1.5% per month, and Consultant reserves the right to pursue all available remedies, including, without limitation, suspension of services, court costs, collection costs,

reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by Consultant in pursuit of unpaid invoices.

- + Jensen Hughes reserves the right to withhold commencement of work until first payment is received.
- + All invoices will be submitted following Jensen Hughes' standard invoice format.
- + Any deviation from Jensen Hughes' standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.

**Order of Precedence**

Item redacted.

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**Terms + Conditions**

Item redacted.

Handwritten initials: KO, MED

**Miscellaneous**

This proposal is valid for ninety (90) days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes.

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

**Acceptance**

Client has received and agrees to be bound by the terms of this Proposal, ~~and the Consultant's Standard Terms and Conditions referenced herein~~ (including written modifications agreed to by Client and Consultant, if any). Client's acceptance is indicated by signing where indicated below. Client's authorization notice to proceed binds Client to all terms and conditions as stated in this Proposal.

Handwritten initials: MED, KO

Jensen Hughes, Inc.:

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

Oakland Unified School District:

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

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

Handwritten initials: MED, KO

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







## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Cole Administration Center Fire and Intrusion Alarm System Consulting Project	<b>Site</b>	109
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### Basic Directions

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

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

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

### Term of Original/Amended Contract

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

### Compensation/Revised Compensation

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

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9650/9805	Fund 21, Measure J	210-9650-0-9805-8500-6289-109-9180-9905-9999-99999	6289	\$43,500.00

### Approval and Routing (in order of approval steps)

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

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