

Board Office Use: Legislative File Info.	
File ID Number	25 -1461
Introduction Date	06-25-2025
Enactment Number	
Enactment Date	



Memo

To Board of Education

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

Board Meeting Date June 25, 2025

Subject Amendment No.1, General Services Agreement – Jensen Hughes – Urban Promise Academy – Portable Relocation Project -Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the General Services Agreement by and between the **District** and **Jensen Hughes, Concord, CA**, extending the term of Agreement by 365 additional calendar days, revising term from November 30, 2023 through December 31, 2025 to June 30, 2026 for **the Urban Promise Academy – Portable Relocation Project**. All other terms and conditions of the Agreement remain in full force and effect.

Discussion This Amendment is for three hundred sixty-five (365) calendar days' time extension. No change to scope of work.

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Amendment No. 1, to the General Services Agreement by and between the District and Jensen Hughes, Concord, CA, extending the term of Agreement by 365 additional calendar days, revising term from November 30, 2023 through December 31, 2025 to June 30, 2026 for the Urban Promise Academy – Portable Relocation Project. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact Fund 35 County School Facilities Fund

Attachments

- Amendment No. 1, including exhibits
- Routing Form
- File IDs: 23-2318

AMENDMENT NO. 1

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 **November 30, 2023** ("Agreement"), for the **Urban Promise Academy – Portable Relocation Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. Services:	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> . <input type="checkbox"/> The scope of work has <u>changed</u> . If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. The CONTRACTOR agrees to provide the following amended services:
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If term is changed: The Project is currently estimated to end on December 31, 2025, and the parties desire to the amended expiration date of the Term to be <u>June 30, 2026</u> . The current end date of the agreement is the completion of the Project.
3. Compensation:	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> . <input type="checkbox"/> The contract price has <u>changed</u> . If the compensation is changed: The not-to-exceed contract price is <div style="margin-left: 20px;"> <input type="checkbox"/> Increased by _____. <input type="checkbox"/> Decreased by _____ dollars and no/100 (\$_____). </div> Prior to this amendment, the not to exceed contract price was _____, and after this amendment, the not-to-exceed contract price will be: _____.

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)

- 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 23:02 PDT)

05/28/2025

Preston Thomas, Chief Systems & Services
Officer,

Date

Approval as to form:



James Traber, Esq.
Facilities Counsel

05/28/2025

Date

CONTRACTOR: JENSEN HUGHES, INC.



5/21/2025

Contractor Signature

Date

Manuelita E. David

Team Leader + Senior Consultant

Print Name, Title

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 revision of the expiration date of the Term of the General Service Agreement to provide services for 11-month warranty test observation of the intrusion alarm system within the three (3) new portable classrooms.
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

May 13, 2025

Sterling Carter
Assistant Project Manager
Oakland Unified School District
Facilities Planning and Management
955 High Street
Oakland, CA 94601
sterling.carter@ousd.org
+1 949-485-9434

RE: Urban Promise Academy, Portable Relocation, 3031 18th Street - Oakland, CA
Fire Alarm and Intrusion Alarm Consulting Services – 11-Month Warranty Observation

Dear Mr. Patel,

Jensen Hughes has an existing agreement, dated November 16, 2023 with the Oakland Unified School District (OUSD) to provide fire and intrusion alarm consulting services for the Urban Promise Academy, Portable Relocation project. Amendment 1 extended the contract term to June 30, 2025 for project continuation.

Jensen Hughes has been requested by OUSD to use the Contingency allowance from our existing contract to provide services for 11-month warranty test observation of the intrusion alarm system within the three new portable classrooms and 10% of the existing campus, and to also review Johnson Controls, Inc.'s (JCI) 11-month fire alarm warranty test documentation and central station signals report.

The available contract Contingency allowance is \$3,100. Based on the Scope of Services indicated below, we request to use the full \$3,100 of that amount for the 11-month warranty test observation.

We are also requesting a new amendment to extend the existing contract term to June 30, 2026 (anticipated project completion) to accommodate these services.

Scope of Services

Jensen Hughes anticipates the following scope of services:

1. Witness one test of the complete intrusion alarm system, at around 11 months following the final completion of the system in accordance with its construction, at the project site with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop.

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

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2. Review one copy of Johnson Controls, Inc. (JCI) supervising station report for the testing period provided by OUSD Buildings & Grounds Alarm Shop. One site visit is included for the witness testing of the intrusion alarm system within the three new portable classrooms and 10% of the existing campus. It is assumed testing will be performed on a Saturday.
3. Provide one letter identifying observations and the results of the final intrusion alarm test to the Client.
4. Review documentation identifying the results of one test of the complete fire alarm system at the project site. The testing shall be performed by JCI in accordance with the 2025 Edition of NFPA 72, *National Fire Alarm and Signaling Code*, Chapter 14 and OUSD's Fire Alarm Standards. Where required, the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop shall observe the 11-month warranty testing. Testing is assumed to be coordinated with the annual fire alarm system testing and will include the entire fire alarm system. No site visit is included for Jensen Hughes to witness the testing of the fire alarm system.
5. Review NFPA 72 testing documentation provided by JCI, including a copy of the supervising station report for the testing period. It is assumed that all testing documents will be submitted simultaneously for review. A total of one fire alarm system warranty test documentation review is included.
6. Provide a letter stating either concurrence that no deficiencies are noted, or identify corrections to be addressed under warranty by the contractor.
7. If necessary, provide one review of the intrusion and fire alarm system retesting documentation to verify necessary corrections or modifications have been addressed as a result of Jensen Hughes' letters.
8. Submit one letter of completion of the 11-month warranty testing. One letter will be provided for both fire and intrusion alarm systems to the Client.

Additional Services

Any other work requested by OUSD that is 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 OUSD for approval prior to commencing work.

Additional work may include, but is not limited to:

1. Meetings and surveys in addition to those specified in the Scope of Services.
2. Witness of the fire alarm testing performed by JCI beyond the Scope of Services.
3. Preparation of variances and attendance at hearings.
4. Design or review of any fire protection systems not listed in the Scope of Services.
5. Additional consulting services beyond those described in the Scope of Services.
6. Additional submittals, letters or reports beyond those specified in the Scope of Services.
7. Reproduction of design documents in excess of that identified in the Scope of Services.

All services not specifically described in the Scope of Services are excluded.

Client Responsibilities

Prior to and during testing, OUSD is responsible for the following:

1. Providing Jensen Hughes with access to all areas of the building for the purpose of witnessing the testing.
2. Ensuring systems are ready to commence testing immediately upon arrival of inspectors.
3. Providing portable radios.
4. Providing personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
5. Providing personnel properly equipped for testing the fire and intrusion alarm systems and devices.
6. Providing UL-listed canned smoke, magnets, flow gauges, Magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
7. Providing 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.
8. Providing personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
9. Providing personnel authorized to contact the OUSD Alarm Center and the supervising station to take intrusion alarm monitoring out-of-service for portions of the test.
10. Providing personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
11. Providing at least two individuals for system testing. One person will operate 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.
12. Providing coordination of the project including, but not limited to, requesting site visits, scheduling testing, and paying any associated meeting fees with local authorities.
13. Providing Jensen Hughes with adequate notice to schedule and staff the anticipated scope efforts prior to project deadlines. Jensen Hughes requests 7 to 10 business days to attend site visits and complete deliverables, drawing reviews, reports, etc.

Jensen Hughes appreciates the opportunity to continue supporting Oakland Unified School District with this project.

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Urban Promise Academy – Portable Relocation Project	Site	236
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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	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? <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 #	22151						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	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
7710/9916	Fund 35	350-7710-0-9916-8500-5825-236-9180-9003-9999-22151	5825	\$0

Approval and Routing (in order of approval steps)

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

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

Board Office Use: Legislative File Info.	
File ID Number	23-2318
Introduction Date	11-16-2023
Enactment Number	23-1941
Enactment Date	11/16/2023 CJH



Memo

To Board of Education

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

Board Meeting Date November 16, 2023

Subject General Services Agreement – Jensen Hughes – Urban Promise Academy – Portable Relocation Project -Division of Facilities Planning and Management

Action Requested Approval by the Board of Education for General Services Agreement by and between the **District** and **Jensen Hughes**, Concord, California, for the latter to provide consulting services for the fire alarm design project and to verify compliance with the California Building and Fire Codes (CBC and CFC) for the **Urban Promise Academy – Portable Relocation Project** in the not-to-exceed amount of **\$17,900.00**, with work scheduled to commence on **November 30, 2023**, and scheduled to last until **December 31, 2024**, pursuant to the agreement.

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

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education for General Services Agreement by and between the District and Jensen Hughes, Concord, California, for the latter to provide consulting services for the fire alarm design project and to verify compliance with the California Building and Fire Codes (CBC and CFC) for the Urban Promise Academy – Portable Relocation Project in the not-to-exceed amount of \$17,900.00, with work scheduled to commence on November 30, 2023, and scheduled to last until December 31, 2024, pursuant to the agreement.

Fiscal Impact Fund 35

Attachments

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



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

Legislative File ID No. 23-2318

Department: Facilities Planning and Management

Vendor Name: Jensen Hughes

Project Name: Urban Promise Academy – Portable Relocation Project

Project No.: 22151

Contract Term: Intended Start: 11-30-2023

Intended End: 12-31-2024

Total Cost Over Contract Term: \$17,900.00

Approved by: Preston Thomas

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

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

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

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

Was this contract competitively bid?

☐

Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

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

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☒ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

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

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

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

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

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This general services agreement (“Agreement”) is made and entered into effective November 30, 2023 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and Jensen Hughes, Inc. (“Contractor” and together with District, the “Parties”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”): Jensen Hughes, Inc., 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 for the Urban Promise Academy Portable Relocation Project (“Project”), (as further described in *Exhibit A* to this Agreement). Contractor shall provide services related to the Project other than Basic Services (i.e., “Additional Services”) if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below). “Services” shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services and the Project. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by consultants specially qualified to provide the services required by the District.

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

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

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a

receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the hourly rates listed in *Exhibit B* for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **Seventeen Thousand Nine Hundred Dollars (\$17,900.00)**, which consists of a not-to-exceed amount of **Fourteen Thousand Eight Hundred Dollars (\$14, 800)** for performance of the Basic Services, and a not-to-exceed contingency amount of **Three Thousand One Hundred Dollars (\$3,100.00)** for performance of any Additional Services. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

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

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims,(including third party claims), demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") to the extent directly arising out of, or resulting from any, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively,

“Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor’s liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*; and (iv) professional liability insurance covering errors and omissions. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies (except Worker’s Compensation and Professional Liability Insurance) shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor’s insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor’s performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District’s business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

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

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the

Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1. Before performing any Services, Contractor shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit C*).

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

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

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

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

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

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

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over

to District all educational records related to the Services provided to any District student pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

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

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

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

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

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

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

ambiguity.

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

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

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

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

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

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

36. **[Not Used]**


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

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event,


District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

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


DISTRICT:
OUSD

 11/17/2023

Mike Hutchinson, President, Date
Board of Education

 11/17/2023

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

 Nov 2, 2023
Preston Thomas (Nov 2, 2023 12:26 PDT)

Preston Thomas, Chief Systems Date
and Services Officer, Facilities Planning
and Management

Approved As to Form
 11/1/23

OUSD Facilities Legal Counsel Date

CONTRACTOR:
JENSEN HUGHES, INC.



Signature Doug Cuthbert

Operations Leader

Title

October 30, 2023

Date

EXHIBIT A

Scope of Services

August 23, 2023

Nicole Wells
Oakland Unified School District
955 High Street
Oakland, CA 94601
nicole.wells@ousd.org
+1 510-535-2726

RE: Urban Promise Academy, 3031 E 18th Street – Oakland, CA
Fire Alarm System Consulting

Dear Ms. Wells,

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

The design for the Urban Promise Academy portable relocation project is currently being prepared by other consultants (Noll & Tam, Project Architect and Atium Engineering, Electrical Consultant). The project involves relocating three existing portable buildings from the neighboring Achieve Academy (a charter school) to the Urban Promise Academy, an existing OUSD campus.

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

OUSD has also requested that Jensen Hughes engage the Project Architect to develop intrusion alarm design drawings for the project. The intrusion alarm services will be provided through a separate agreement between Jensen Hughes and Noll and Tam.

Scope of Services

Jensen Hughes proposes to provide the following Scope of Services:

1. Review fire alarm drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - *National Fire Alarm and Signaling Code* requirements, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to the fire alarm system only. Jensen Hughes will provide a written report of plan review comments. Two reviews are included. One initial plan review and one back review are included. Any work associated with the existing Urban Promise Academy buildings is excluded.

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

2. Attend a maximum of three meetings with the Client, OUSD Alarm Shop and associated project stakeholders. Three meetings are included.
 - a. Pre-design meeting
 - b. Pre-construction meeting
 - c. Pre-pull meeting
3. Witness the pre-test and final acceptance test of the fire alarm system with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Two visits to witness testing are included as follows.
 - a. Witness one fire alarm system pre-test.
 - b. Witness one fire alarm system final acceptance test.
4. Owner requested contingency: Fees associated with the Owner contingency will be invoiced only if the detailed scope above is insufficient:
 - a. Up to one additional plan review and written report, if needed, to resolve plan review deficiencies.
 - b. Up to two additional site visits to witness testing, if needed to re-test deficiencies.

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. Drawing reviews, consulting or testing in any other building on the campus. All work is limited to fire alarm the buildings identified above.
2. Additional site visits.
3. Additional meetings.
4. Additional system tests.
5. Building and fire code analysis and appeals.
6. Review of additional resubmitted shop drawings or construction change orders.
7. Review of requests for payment and change orders from the contractor.
8. Additional construction observation visits beyond the Scope of Services.
9. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
10. Development by Jensen Hughes of fire alarm system design, specifications or other project related documents not specified in the Scope of Services.
11. DSA submittals or verified reports.
12. Professional engineer review or stamping of documents or drawings beyond that listed in the scope above.
13. Automatic sprinkler system design, testing and consulting.

14. Mechanical, structural, or civil engineering and consulting.
15. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
16. Building code and accessibility consultation.

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

Client Responsibilities

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

1. Provide Jensen Hughes with PDF file copies, of all fire alarm system drawings relevant to the project. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
2. Provide Jensen Hughes access to all areas of the buildings 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 which provide clear intelligible two-way communication.
6. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
7. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
8. Provide personnel properly trained and equipped for testing the fire alarm system 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 authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
11. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
12. 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.

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.

EXHIBIT B

Hourly Rates

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a fee of \$17,900, including necessary expenses to perform our Scope of Services. The fee is broken out by phase as follows:

<i>Phase or Activity</i>	<i>Fee</i>
Fire Alarm Consulting (Not-to-Exceed)	\$14,800
Owner's Contingency (time-and-expense)	\$3,100
Totals	\$17,900

BILLING RATES

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

<i>Labor Category</i>	<i>Hourly Rate</i>
Senior Consultant	\$256 - \$400
Consultant	\$189 - \$236
Associate	\$112 - \$179
Technician	\$98 - \$132
Project Administrator	\$115
Confidential and Proprietary.	

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

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

Dated: October 30, 2023

Name: Doug Cuthbert

Signature: 

Title: Operations Leader

ATTACHMENT A

Violent and Serious Felonies

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

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

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

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

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

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

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

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

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

Date: June 6, 2023

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



JENSHUG-01

TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	P-630-9R157166-COF-23	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP LIABIL \$ 1,000,000
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	X	X	BA-9R228458-23-43-G	3/15/2023	3/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP-9R228956-23-43	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB-9R229222-23-43-G	3/15/2023	3/15/2024	<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	Professional			1000600146231	3/15/2023	3/15/2024	Per Claim/Agg 1,000,000


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

Re: OUSD Urban Promise Academy

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

CERTIFICATE HOLDER

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 



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Urban Promise Academy – Portable Relocation Project	Site	236
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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	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? <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 #	22151						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	11-30-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-31-2024
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$17,900.00
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
7710/9916	Fund 35	350-7710-0-9916-8500-5825-236-9180-9003-9999-22151	5825	\$17,900.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature 		Date Approved	Nov 3, 2023	
	<small>Keliya Chatman (Nov 3, 2023 08:28 PDT)</small>				
2.	General Counsel, Department of Facilities Planning and Management				
	Signature  Lozano Smith, approved as to form		Date Approved	11/1/23	
	Chief Systems and Services Officer, Facilities Planning and Management				
3.	Signature 		Date Approved	Nov 2, 2023	
	<small>Preston Thomas (Nov 2, 2023 12:26 PDT)</small>				
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature  Mike Hutchinson		Date Approved	11/17/2023	