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Introduction Date	5-24-2017
Enactment Number	17-0701
Enactment Date	5/24/17



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Devin Dillon, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *VHX*  
Joe Dominguez, Deputy Chief, Facilities Planning and Management *J.D.*

**Board Meeting Date** May 24, 2017

**Subject** Small Construction Contract(CUPCCAA) -Simplex Grinnell - Joaquin Miller Fire & Intrusion Alarm Project

**Action Requested** Approval by the Board of Education of Small Construction Contract(CUPCCAA) between the District and Simplex Grinnell, Walnut Creek, CA, for the latter to provide technical supervision to electrical contractor and/or low-voltage installer for fire alarm project, to oversee conduit installation wire pulling, wire continuity review/testing, and trimming of devices of fire alarm system components, in conjunction with the Joaquin Miller Fire & Intrusion Alarm Project, more specially delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing May 25, 2017 and concluding no later than March 28, 2018, in an amount not-to exceed \$18,600.00.

**Discussion** The existing fire alarm system is outdated and some parts are no longer being manufactured.

LBP (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of a Small Construction Contract(CUPCCAA) between the District and Simplex Grinnell, Walnut Creek, CA, for the latter to provide technical supervision to electrical contractor and/or low-voltage installer for fire alarm project, to oversee conduit installation wire pulling, wire continuity review/testing, and trimming of devices of fire alarm system components, in conjunction with the Joaquin Miller Fire & Intrusion Alarm Project, more specially delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, for the period commencing May 25, 2017 and concluding no later than March 28, 2018, in an amount not-to exceed \$18,600.00.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Small Construction Contract, including scope of work
- Certificate of Insurance
- Consultant Proposal



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

Legislative File ID No. 17-0938  
Department: Facilities Planning and Management  
Vendor Name: Simplex Grinnell  
Project Name: Joaquin Miller ES Fire Alarm Project No.: 07120  
Contract Term: Intended Start: 5/25/2017 Intended End: 3/28/2018  
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$18,600.00  
Approved by: Tadashi Nakadegawa

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

Local Business Policy?  Yes (No if Unchecked)

How was this Vendor selected?

Sole Source + CUPCCAA Exception

Summarize the services this Vendor will be providing.

Provide technical supervision to electrical contractor and/or low-voltage installer for Joaquin Miller ES Fire Alarm Project. Special supervision services will include, but not limited to, oversee conduit installation, wire pulling, wire continuity review/testing, and termination/trimming of devices for fire alarm system components. Technician will be supervising installations during (30) mobilizations or as needed. All technical supervision associated with this agreement, will be done on a T&M basis, and cost will be tracked and submitted as the work progresses.

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

If No, please answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
  - Special Services** contracts for financial, economic, accounting, legal or administrative services
  - CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)
  - Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
  - Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
  - Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)
  - Emergency** contracts
  - Technology** contracts
    - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
    - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
    - Western States Contracting Alliance Contracts (WSCA)
    - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
  - Piggyback" Contracts** with other governmental entities
  - Perishable Food**
  - Sole Source**
  - Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
  - Other, please provide specific exception**
- 3)  **Not Applicable - no exception - Project was competitively bid**



**CONSTRUCTION WORK – CUPCAA LESS THAN \$45,000**

**CONTRACT NUMBER 07120**

**THIS CONTRACT** is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **Simplex Grinnell** ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** The Contractor shall furnish to the District for a total price of **EIGHTEEN THOUSAND, SIX HUNDRED DOLLARS AND NO CENTS (\$18,600.00)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**Scope of work to provide technical supervision to electrical contractor and/or low-voltage installer for fire alarm project, to oversee conduit installation, wire pulling, wire continuity review/testing, and trimming of devices for fire alarm system components.**

2. **Site.** Contractor shall perform the Work at **Joaquin Miller School Site** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
4. **Contract Time & Liquidated Damages.** Work shall be completed within the date specified in the District's Notice to Proceed following Board of Education approval, **commencing May 25, 2017 and concluding no later than March 28, 2018.** Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One thousand, five hundred Dollars (\$1,500.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds, Certificates, Endorsements.** Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or the District's retained architect(s) for the Project, and/or District's construction / project managers for the Project. The architect for the Project is **Simplex Grinnell** ("Architect") and the project manager on the Project is **Toby Black** ("Project Manager").
7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and

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**Contract #13: Construction Work – CUPCAA Less Than \$45,000 – OUSD- Simplex Grinnell – Joaquin Miller Fire & Intrusion Alarm - \$18,600.00**

Conditions attached hereto. The Contractor, by executing this Contract, agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include the following documents, as legally required:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Notice to Proceed                                  | <input checked="" type="checkbox"/> Debarment Certification                 |
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                   | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Prevailing Wage Certification                      | <input type="checkbox"/> Performance Bond                                   |
| <input checked="" type="checkbox"/> Workers' Compensation Certification                | <input type="checkbox"/> Payment Bond                                       |
| <input checked="" type="checkbox"/> Criminal Background Investigation Certification    | <input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")           |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification                  | <input type="checkbox"/> Plans  |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input type="checkbox"/> Work Specifications                                |
| <input checked="" type="checkbox"/> Lead-Product(s) Certification                      | <input type="checkbox"/> [Other] _____                                      |

9. **Warranty.** Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.

10. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

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

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**Susie Butler-Berkley**  
**Contract Analyst**



ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

[Signature] 5/25/17  
James Harris, President, Board of Education Date

[Signature] 5/25/17  
Devin Dillon, Superintendent & Secretary, Board of Education Date

[Signature]  
Joe Dominguez, Deputy Chief, Facilities Planning and Management Date

**APPROVED AS TO FORM:**

[Signature] 4/25/17  
OUSD Facilities Legal Counsel Date

**CONTRACTOR**

[Signature] 4/13/17  
Date

**Information regarding Contractor:**

Contractor: SimplexGrinnell LP  
License No.: 986051  
Address: 6952 Preston Ave, Suite A  
Livermore, CA 94551  
Telephone: 925-273-0100  
Facsimile: NA  
E-Mail: smarchuk@simplexgrinnell.com

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: \_\_\_\_\_  
 Limited Liability Company  
 Other: \_\_\_\_\_

58-2608861 :  
Employer Identification and/or  
Social Security Number

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

**Contract #13: Construction Work – CUPCAA Less Than \$45,000 – OUSD- Simplex Grinnell – Joaquin Miller Fire & Intrusion Alarm - \$18,600.00**

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Joaquin Miller Fire & Intrusion Alarm - \$18,600.00**

Revised 8/ 01/2016

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## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE (L/SL/SLRBE) PROGRAM:** Contractor shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Contract. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
5. **SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify the name, the location of the place of business, the California contractor license number, and kind of work of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
6. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
7. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school

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**Contract #13: Construction Work – CUPCAA Less Than \$45,000 – OUSD- Simplex Grinnell – Joaquin Miller Fire & Intrusion Alarm - \$18,600.00**



grounds, particularly when children are present.

8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
10. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
11. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

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12. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
13. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
14. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
15. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
16. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
17. **ACCESS TO WORK:** District representatives at all times shall have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
21. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
22. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to,

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attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the

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California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
29. **PAYMENT BOND AND PERFORMANCE BOND (For contracts over \$25,000):** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
30. **CONTRACTOR'S INSURANCE:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$2,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the

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District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
  - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
35. **LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the Parties agree as follows:
- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
  - Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
  - Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
  - Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
  - Copies of the prevailing rate of per diem wages are on file with the District.
  - Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works

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**Contract #13: Construction Work – CUPCAA Less Than \$45,000 – OUSD- Simplex Grinnell – Joaquin Miller Fire & Intrusion Alarm - \$18,600.00**

contracts.

36. **CERTIFIED PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
41. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.



**EXHIBIT "A" ("SCOPE OF WORK")**

**[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL)]**



6952 Preston Ave Ste A  
LIVERMORE, CA 94551-9545  
(925) 273 0100  
FAX: (925) 273 0099  
www.simplexgrinnell.com

### SimplexGrinnell Quotation

**EXHIBIT A**

TO:  
Oakland U.S.D.  
955 High St  
Buildings & Grounds  
OAKLAND, CA 94601-4404

Project: OUSD Joaquin Miller ES Supv  
Customer Reference: OUSD Joaquin Miller ES Supv  
SimplexGrinnell Reference: 417431666  
Proposal #: P36389-000019  
Date: 03/27/2017  
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

#### Comments

#### Scope of Work:

1. Provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system components during the following critical path periods during all phases of the Joaquin Miller ES Project:
  - Conduit Installation
  - Wire Pulling
  - Wire Continuity Review/Testing
  - Termination/Trimming of Devices
2. This proposal accounts for the presence of (1) technician during the above referenced phases of the construction schedule. The technician will be supervising installation during (30) mobilizations in (4) hour increments, or as needed.
3. This work will be on a T&M basis, in a Not to Exceed format. Work will be tracked and costs submitted as the work progresses.

QUANTITY

MODEL NUMBER

DESCRIPTION

**FA Supervision  
Labor**

COMM LAB

COMMISSIONING LABOR

**Total net selling price, FOB shipping point, \$18,600.00**

**SALE AND INSTALLATION AGREEMENT**  
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



OAKLAND UNIFIED SCHOOL DISTRICT  
 THE CENTER @ FOSTER ELEMENTARY SCHOOL  
 PROJ # 13133  
 PCO#006.1 EXCAVATE & RECOMPACT NON-EXPANSIVE SOIL AT BLDG PAD, LOADING  
 DOCK/RAMPS, & GREENHOUSE AREA

To: J. ESPOSITO/SR. PM  
 From: Emil Vinuya/Sr. Cost Estimator  
 Date: 22-Mar-17

General Comments:

**1 GENERAL CONTRACTOR: THOMPSON BUILDERS/ECLIPSE/DDC JV**

No work performed by GC.

**2 FIRST TIER SUBCONTRACTOR - BAY CITIES PAVING & GRADING (BCPG)**

Labor Hours & Equipment Hours in the Summary Sheet do not tally to those indicated in the Daily Extra Work Report signed by IOR on the following dates: 9/01/2016; 9/02/2016; 9/06/2016; 9/23/2016

Equipment Hourly Rental Rates for the following equipment were adjusted based on Caltran's Rate: Dozer Tractor CAT D5Nx1, Backhoe Cat 420D & Water Truck 2000GL.


Cost of Job Vehicles like Pick-up trucks are included in the 10% mark-ups (OH&P) and should not be included separately. Refer to General Conditions of Contract Paragraph 17.8.3.4.2

**3 GENERAL CONTRACTOR'S COST PROPOSALS** **\$ 104,823**

**ESTIMATED CONSTRUCTION COST FOR PCO#006.1** **\$ 98,859**

**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 4/13/17  
Proper Name of Contractor: SimplexGrinnell LP  
Signature:   
Print Name: Kevin Singer  
Title: Area Install Manager

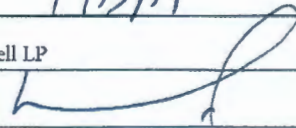
**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 4/13/17  
Proper Name of Contractor: SimplexGrinnell LP  
Signature:   
Print Name: Kevin Singer  
Title: Area Install Manager

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

**CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

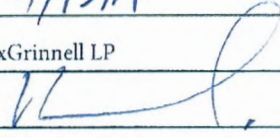
<sup>x</sup>\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

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

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils



regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 4/13/19  
Proper Name of Contractor: SimplexGrinnell LP  
Signature:   
Print Name: Kevin Singer  
Title: Area Install Manager

---

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: 07120 between Oakland Unified School District (the "District" or the "Owner") and SimplexGrinnell LP (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

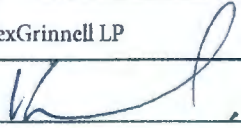
I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act

of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 4/13/19

Proper Name of Contractor: SimplexGrinnell LP

Signature: 

Print Name: Kevin Singer

Title: Area Install Manager

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**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

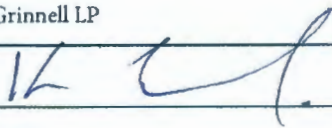
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 4/13/17  
Proper Name of Contractor: SimplexGrinnell LP  
Signature:   
Print Name: Kevin Singer  
Title: Area Install Manager

### LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.



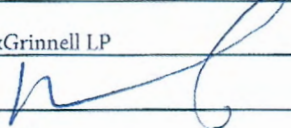
Date:

4/13/17

Proper Name of Contractor:

SimplexGrinnell LP

Signature:



Print Name:

Kevin Singer

Title:

Area Install Manager

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 13 day of April 2017 for the purposes of submission of this Agreement.

By:

  
\_\_\_\_\_  
Signature

Kevin Singer

\_\_\_\_\_  
Typed or Printed Name

Area Install Manager

\_\_\_\_\_  
Title



**PERFORMANCE BOND**

**PERFORMANCE BOND (100% of Contract Price)**

**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- \_\_\_\_\_ Perform all the work required to complete the Project; and
- \_\_\_\_\_ Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:**

\_\_\_\_\_  
\_\_\_\_\_

**Attention:** \_\_\_\_\_

**Telephone No.:** (\_\_\_\_) \_\_\_\_\_

**Fax No.:** (\_\_\_\_) \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

**Surety**

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**~~Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.~~**



**PAYMENT BOND**

**PAYMENT BOND — Contractor's Labor & Material Bond (100% of Contract Price)**  
**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Oakland Unified School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 et seq. of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

**NOW, THEREFORE**, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

~~Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.~~

~~The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.~~

~~IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.~~

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**~~Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.~~**

END OF DOCUMENT











**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

**WORKERS COMPENSATION:**

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

**PRIMARY COVERAGE:**

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

**WAIVER OF SUBROGATION:**

The General Liability, Automobile Liability, Workers Compensation and Employers Liability policies include a waiver of subrogation in favor of the certificate holder and any other person or organization to the extent required by written contract. For Monitoring services, Waiver of Subrogation does not apply.

**ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

**ADDITIONAL INSURED - GENERAL LIABILITY:**

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

**LIMIT OF LIABILITY:**

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

**LIMIT OF UMBRELLA/EXCESS LIABILITY:**

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

This endorsement modifies the notice of cancellation of insurance provided hereunder:  
 Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

**NAMED INSURED:**

Insureds include: Tyco International Management Company, LLC, Tyco Carter Brothers, LLC, CEM Access Systems, Inc., Central CPVC Corporation, Central Sprinkler LLC, Chagrin H.Q. Venture Ltd., Chagrin Highlands Inc., Chagrin Highlands Ltd., Chemguard, Inc., Connect 24 Wireless Communications Inc., Delcon, Inc., Digital Security Controls, Inc., Elpas, Inc., Exacq Technologies, Inc., G-I Great Lakes, A Series of Greenleeds LLC, G-I Mid Atlantic, A Series of Greenleeds LLC, G-I MidWest, A Series of Greenleeds LLC, G-I New York, A Series of Greenleeds LLC, G-I Other Risk Centers, A Series of Greenleeds LLC, Greenleeds LLC, Grinnell LLC, Grinnell Pacific, A Series of Greenleeds LLC, GSF Management Co, LLC, Haz-Tank Fabricators, Inc., Infrared Systems Group, LLC, Integrated Systems and Power, Inc., Master Protection LP d/b/a FireMaster, Qolsys, Inc., Retail Expert, Inc., Scott Figgie LLC, Scott Technologies, Inc., Senelco Iberia, Inc., Sensormatic Asia/Pacific, Inc., Sensormatic Electronics (Puerto Rico) LLC, Sensormatic Electronics, LLC, Sensormatic International, Inc., ShopperTrak International Investment LLC, ShopperTrak RCT Corporation, Shurjoint America, Inc., SimplexGrinnell LP, STI Licensing Corporation, STI Properties, Inc., STI Properties, Ltd., STI Risk Management Co., Tyco Cares Foundation, Tyco Fire & Security LLC, Tyco Fire Products LP, Tyco Integrated Security LLC, Visonic Inc., and WillFire HC, LLC.

**Locations:**

OUSD Police Services @ Cole Elementary School 1011 Union Street  
 Oakland High School 1023 MacArthur Boulevard  
 Administration Building Annex 1025 2nd Avenue



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

- Encompass Academy @ Acorn Woodland Elementary School & Child Development Center 1025 81st Avenue
- Bella Vista Elementary School 1025 E 28th Street
- Esperanza @ Stonehurst Elementary School 10315 E Street
- La Escuelita Elementary School 1050 2nd Avenue
- Dewey High School 1111 2nd Avenue
- Lockwood Child Development Center 1125 69th Avenue
- Rudsdale Continuation School 1180 70th Avenue
- Hintl Kuu Ka Child Development Center 11850 Campus Drive
- Carl Munc Elementary School 11900 Campus Drive
- Skyline High School 12250 Skyline Boulevard
- Ralph Bunche Academy 1240 18th Street
- Highland Child Development Center 1322 86th Avenue
- Bridges Academy @ Melrose Elementary School & Child Development Center 1325 53rd Avenue
- Roots International @ Havenscourt Middle School 1390 66th Avenue
- Garfield Elementary School 1640 22nd Avenue
- Achieve & World Academy @ Hawthorne Elementary School 1700 28th Avenue
- Lafayette Elementary School 1700 Market Street
- Shands Annex 1710 45th Avenue
- Montclair Elementary School 1757 Mountain Boulevard
- Alliance Academy @ Elmhurst Middle School 1800 98th Avenue
- Arroyo Viejo Child Development Center 1895 78th Avenue
- Roosevelt Middle School 1926 19th Avenue
- Jefferson Child Development Center 1975 40th Avenue
- Global Family Living & Learning without Limits @ Jefferson Elementary School 2035 40th Avenue
- United For Success @ Calvin Simmons Middle School 2101 35th Avenue
- Family Community Center 2111 International Boulevard
- Lincoln Elementary School 225 11th Street
- Hillside Academy 2369 84th Street
- Manzanita Elementary School 2409 E 27th Street
- Bella Vista Child Development Center 2410 10th Avenue
- Shands Adult School 2455 Church Street
- Henry J Kaiser Elementary School 25 S Hill Court
- McClymonds High School 2607 Myrtle Street
- Manzanita Child Development Center 2618 Grande Vista Avenue
- Westlake Middle School 2629 Harrison Street
- Centro Infantil Child Development Center 2660 E 16th Street
- Think College Now @ Cesar Chavez Elementary School & Child Development Center 2825 International Boulevard
- Frick Middle School 2845 64th Avenue
- Foster Special Education School 2850 West Street
- Yuk Yau Child Development Center 291 10th Street
- Hillcrest Elementary School 30 Marguerite Drive
- Urban Promise Academy 3031 E. 18th Street
- MetWest High School 314 E 10th Street
- Fruitvale Elementary School & Child Development Center 3200 Boston Avenue
- Marshall Elementary School 3400 Malcolm Avenue
- Explore @ Luther Burbank Elementary School 3550 64th Avenue
- Allendale Elementary School & Child Development Center 3670 Penniman Avenue
- Bret Harte Middle School 3700 Coolidge Avenue
- Ascend School 3709 E 12th Street
- Sequoia Elementary School & Child Development Center 3730 Lincoln Avenue





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

- Edna Brewer Middle School 3748 13th Avenue
- Laurel Elementary School 3750 Brown Avenue
- Laurel Child Development Center 3825 California Street
- Burckhalter Elementary School 3994 Burckhalter Avenue
- Madison Middle School 400 Capistrano Drive
- Brookfield Elementary School & Child Development Center 401 Jones Avenue
- Street Academy 417 29th Street
- Glenview Elementary School 4215 La Cresta Avenue
- Piedmont Elementary School 4314 Piedmont Avenue
- Oakland Technical High School 4351 Broadway Avenue
- Redwood Heights Elementary School 4401 39th Avenue
- Oakland International High School 4521 Webster Street
- John Swett School (Lower) 4551 Steele Street
- Tilden Education Center (Upper) 4551 Steele Street
- Peralta Elementary School & Child Development Center 460 63rd Street
- Fremont High School 4610 Foothill Boulevard
- Sobrante Park Elementary School 470 El Paseo Drive
- Grass Valley Elementary School & Child Development Center 4720 Dunkirk Avenue
- Melrose Leadership @ Maxwell Park Elementary School 4730 Fleming Avenue
- Emerson Elementary School & Child Development Center 4803 Lawton Avenue
- Community Day School 4917 Mountain Boulevard
- Horace Mann Elementary School 5222 Ygnacio Avenue
- Crocker Highlands Elementary School & Child Development Center 525 Midcrest Road
- Arts Far West High School 5263 Broadway Terrace
- Urban Montessori @ Sherman Elementary School 5328 Brann Street
- Santa Fe Child Development Center 5380 Adeline Street
- Joaquin Miller Elementary School 5525 Ascot Drive
- Montera Middle School 5555 Ascot Drive
- Claremont Middle School 5750 College Avenue
- Washington Sankofa Elementary School 581 61st Street
- Thornhill Elementary School 5880 Thornhill Drive
- Washington Child Development Center 6097 Racine Street
- Aspire Berkeley Maynard Academy 6200 San Pablo Avenue
- Yu Ming & Golden Gate Child Development Center 6232 Herzog Street
- Greenleaf @ Whittier Elementary School 6328 E 17th Street
- Chabot Elementary School 6686 Chabot Road
- Futures @ Lockwood Elementary School & Child Development Center 6701 International Boulevard
- Markham Elementary School 7220 Krause Avenue
- Cleveland Elementary School 745 Cleveland Street
- Lakeview Elementary School & Child Development Center 746 Grand Avenue
- Alameda County Board of Education 750 International Boulevard
- Parker Elementary School & Child Development Center 7929 Ney Avenue
- Webster Child Development Center 7980 Plymouth Street
- Harriet R Tubman Child Development Center 800 33rd Street
- East Oakland Pride @ Webster Elementary School 8000 Birch Street
- Lazear Elementary School 824 29th Avenue
- King Estates Middle School 8251 Fontaine Street
- Highland Academy @ Rise Elementary School 8521 A Street
- Piedmont Child Development Center 86 Echo Avenue
- Castlemont High School 8601 MacArthur Boulevard



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

- Howard Elementary School & Child Development Center 8755 Fontaine Street
- Hoover Elementary School 890 Brockhurst Street
- OUSD Warehouse 900 High Street
- Stonehurst Child Development Center 901 105th Avenue
- Emery Unified Charter @ Santa Fe Elementary School 915 54th Street
- Franklin Elementary School 915 Foothill Boulevard
- Place @ Prescott Elementary School 920 Campbell Street
- OUSD Buildings & Grounds 955 High Street
- Martin Luther King Elementary School & Child Development Center 960 10th Street
- Barack Obama Academy 9736 Lawlor Street
- Education for Change & Reach Academy @ Cox Elementary School & Child Development Center 9860 Sunnyside Street
- West Oakland/Kipp Bridge @ Lowell Middle School 991 14th Avenue



# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

#### Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

#### Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".





Marsh USA Inc.  
411 East Wisconsin Avenue  
Suite 1300  
Milwaukee, WI 53202  
[JCI.CertRequest@Marsh.com](mailto:JCI.CertRequest@Marsh.com)

**September 2016**

**Johnson Controls, Inc. & Tyco International Holding S.a.r.l.  
Certificate of Insurance**

Dear Certholder:

If you need this certificate to be renewed next year, please email a copy of it (or at a minimum send us the Certificate Number - located under the Insured and Insurer boxes) to us at [jci.certrequest@marsh.com](mailto:jci.certrequest@marsh.com) and indicate the email address for future use.

If this certificate of insurance does not meet your needs, please email the details of the deficiencies along with a copy of the certificate (or the Certificate Number) to us at [jci.certrequest@marsh.com](mailto:jci.certrequest@marsh.com)

Please note that we will only be distributing these certificates via email in the future.

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

- A. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a contract or any other agreement that such person(s) or organization(s) be added as additional insured on your policy. The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The most we will pay on behalf of the additional insured described in Paragraph A. above is the lesser of the amount payable under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, C. Limits of Insurance** or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.



# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations as required by contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.



# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Johnson Controls, Inc., Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 308341	Policy Period 10/01/16 to 10/01/17	Effective Date of Endorsement
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Person(s) or Organization(s):

Any person or organization as required by contract or agreement.

For Person(s) or Organization(s) that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and;
2. You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

If required by contract, any person or organization against whom you have agreed to waive your right to recovery.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: **MWC 308342 00**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.**

DATE OF ISSUE: **10-01-16**



DEPARTMENT OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Table with Project Name: Joaquin Miller Fire & Intrusion Alarm, Site: 142

Basic Directions

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

Attachment Checklist with checkboxes for liability insurance and workers compensation.

Contractor Information

Contractor details including Simplex Grinnell, David Secoda, and contact information.

Term

Term dates: Date Work Will Begin 5-25-2017, Date Work Will End By 3-28-2018

Compensation

Compensation details: Total Contract Amount \$18,600.00, Pay Rate Per Hour \$, etc.

Budget Information

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

Budget table with columns: Resource #, Funding Source, Org Key, Object Code, Amount.

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.

Approval routing table with 5 rows for signatures and dates of approval.