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Enactment Date	4/22/15 <i>gls</i>



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
 By: Mia Settles-Tidwell, Chief Operations Officer *(MST)*
(LJS) Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date April 8, 2015 *22*

Subject Independent Consultant Agreement for Professional Services - Simplex Grinnell - Whittier Elementary School Expansion (Greenleaf) - New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Whittier Elementary School Expansion (Greenleaf) - New Construction Project, in an amount not-to exceed \$16,800.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than December 31, 2017.

Background Supervision is necessary for correct installation of fire alarm system.

Local Business Participation Percentage 0.00% (Specialty Service)

Strategic Alignment Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for

all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Whittier Elementary School Expansion (Greenleaf) - New Construction Project, in an amount not-to exceed \$16,800.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than December 31, 2017.

Fiscal Impact

Measure J

Attachments

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

maximum not-to-exceed amount of (\$0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 11.3.1. material violation of this Agreement by the Contractor; or

- 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

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

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

12. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, 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, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties.

13. Insurance.

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

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

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

protected must be obtained before any of those employee(s) commence performing any portion of the Services.

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

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

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

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

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

13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

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

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

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation 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 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.

16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **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, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible

under the law. The District's evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Oakland Unified School District

955 High Street
Oakland, CA 94551
Attn: Tadishi Nakadegawa
Tel: 510-535-7038

Contractor

Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94551
Attn: Andrew Milne
Tel: 1-925-273-0100

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

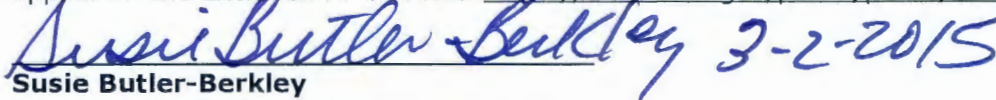
27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a

written instrument executed by both Parties.

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

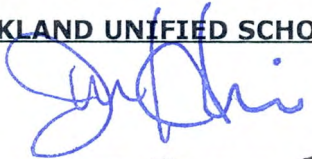
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

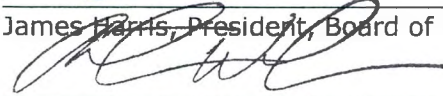

Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President, Board of Education 4/27/15
Date



Antwan Wilson, Superintendent & Secretary, Board of Education 4/27/15
Date

INTERIM


Timothy White, Deputy Chief, Facilities Planning and Management 3/9/15
Date
Lance R. Jackson

CONTRACTOR


Scott R. Payne
DISTRICT GENERAL MANAGER 2/9/15
Date
By:
Its:

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 3-2-15
Date

Information regarding Contractor:

Contractor: **SimplexGrinnell**
 License No.: 6952 Preston Ave., Suite A
 Address: Livermore, CA 94551
Lic # 986047
 Telephone: 925-273-0100
 Facsimile: 925-273-0120
 E-Mail: amirne@simplexgrinnell.com
 Type of Business Entity:
 Individual Sole
 Proprietorship
 Partnership Limited
 Partnership
 Limited Liability Company
 Corporation, State: _____
 Other: _____

EIN 58 2609869
 Employer Identification and/or Social Security Number

NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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: 2/9/15
 Proper Name of Contractor: SimplexGrinnell CP
 Signature: [Signature]
 Print Name: SCOTT RHEAUME
 Title: DISTRICT GENERAL 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 District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

- 1.



EXHIBIT A

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

SimplexGrinnell Quotation

TO:
 Oakland Unified School Dist
 955 High St
 Buildings & Grounds
 OAKLAND, CA 94601-4404
 Attn: Kenya Chatman
 Phone: (510) 535-7050 EXT(____) Fax: (510) 535-7042

Project: 2014- Whittier Port. FA Sup.
 Customer Reference:
 SimplexGrinnell Reference: 982987601
 Date: 01/26/2015
 Page 1 of 4

ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

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

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
		FA Supervision		
		Labor		
120	COMM LAB SALES TAX	COMMISSIONING LABOR	140.00	16,800.00

Total net selling price, FOB shipping point, \$16,800.00

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 Whittier ES Renovation and Modernization 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 during 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.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
 Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

Company Information

Company legal name: SimplexGrinnell LP
Principal place of business: Boca Corporate Center
 4700 Exchange Court
 Boca Raton, FL 33431
 USA
 561-988-7200
Website: www.simplexgrinnell.com
State of Formation/Type: Delaware Limited Partnership
Dated Formed: March 7, 2001
Federal Tax ID: 58-2608861
Dun & Bradstreet: 09-473-8007
 Rating – 5A3
Interstate ID Number: 1495895A
**General Partner/
 Parent Company:** Simplex Time Recorder LLC
 Boca Corporate Center
 4700 Exchange Court
 Boca Raton, FL 33431
 USA

SimplexGrinnell LP provides fire detection, sprinkler and suppression system, security and building communications solutions and services to customers worldwide. SimplexGrinnell combines the forces of Simplex Time Recorder Co. (Simplex) and Grinnell Corporation d/b/a Grinnell Fire Protection Corporation, both of which have been in business well over 100 years. SimplexGrinnell is qualified to do business in all 50 US states with over 9,500 employees.

NAICS (2007)	SIC	Description
238220		Fire sprinkler system installation
334290		Fire detection and alarm systems manufacturing <i>(For use only by Westminster, MA)</i>
423990		Fire extinguisher sales combined with rental and/or service
561621		Fire alarm sales combined with installation, repair, or monitoring services ; Security alarm systems sales combined with installation, repair, or monitoring services
	1711	Sprinkler system installation contractors
	1731	Fire and burglar alarm installation contractors
	7382	Security systems device, burglar and fire alarm monitoring and maintenance
	3669	Manufacturing fire alarm apparatus, electric <i>(For use only by Westminster, MA)</i>
	7389	Servicing of fire extinguishers

SimplexGrinnell is not a small, woman-owned, minority-owned, veteran or disadvantaged business.

Affiliates:

SimplexGrinnell LP is a wholly owned, indirect subsidiary of Tyco International Ltd. Tyco has several subsidiaries that may be considered affiliates of SimplexGrinnell. Please refer to Tyco's website at www.tyco.com for further information.

Key Officers:

<u>President</u> Robert F. Chauvin 50 Technology Drive Westminster, MA 01441	<u>Vice President & Secretary</u> Chris Maxie Boca Corporate Center 4700 Exchange Court, Suite 300 Boca Raton, FL 33431	<u>Vice President and Treasurer</u> Mark Meisner 9 Roszel Road Princeton, NJ 08540
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Company Information

Credit References:

Creative Print Products
803R Lancaster Street
Leominster, MA 01453
Contact: Rita Brun
Tel: 978-534-2030
Fax: 978-534-1730
rita@creativeprintproducts.com

United Rentals Inc.
2318 Espey Court
Crofton, MD 21114
Contact: Barbara Garcia
Tel: 443-332-4135
Fax: 360-824-6018
bgarcia@ur.com

DataSPAN
PO Box 1407
Graham, TX 76450
Contact: Ken McHenry
Tel: 940-549-5462 x 1098
Fax: 940-549-4853
kmchenry@mricompanies.com

EMC Corporation
176 South Street
Hopkinton, MA 01748
Contact: Thomas Brown
Tel: 508-435-1000 ext. 76672
Fax: 508-293-7030

Kelley Solutions, Inc.
210 West Road, Unit 7
Portsmouth, NH 03801
Tel: 603-431-3881
Fax: 603-430-6855

Bank Reference:

The Bank of New York Mellon
6023 Airport Rd.
Oriskany, New York 13424
Attn: Credit Inquiry Unit
Acct: 119-5680

Bank reference information is available via The Bank of New York Mellon online credit inquiry form at <https://www.bnymellon.com/credit/>. If you prefer to mail or fax your form, please print it from the above link, and mail to the address above or fax to 732-667-4620.

Financial Information:

SimplexGrinnell LP is a wholly owned, indirect subsidiary of Tyco International Ltd. Tyco's latest financial information, including its latest annual reports, quarterly reports and other filings are available on the Investor Relations section of Tyco's website at www.tyco.com.

Licensing:

SimplexGrinnell LP is licensed by numerous state and local authorities to engage in fire sprinkler, fire alarm, fire suppression and security system contracting and related activities. Information regarding relevant licenses may be provided upon request. License information is also available at www.simplexgrinnell.com.

Ownership:

No officer or director owns more than a 5% interest in the company. General and limited partner ownership as follows:

	Common
Simplex Time Recorder LLC	50.7827%
Tyco Fire Protection LLC	47.0922%
Master Protection LP	2.1238%
STR Grinnell GP Holding, LLC	0.0013%

Insurance & Bonds:

Tyco International, Ltd., purchases insurance on behalf of all its operations and subsidiaries worldwide. This insurance coverage includes coverage for General/Products Liability, Automobile Insurance, Workers Compensation/Employers Liability, Property Insurance, Transit/Cargo Insurance, and Excess/Umbrella Liability Insurance, as well as many others.

It is Tyco's corporate policy to not issue insurance certificates or other detailed coverage statements, until actual contracts have been agreed to. Once contracts are drawn up, we are more than willing to produce certificates evidencing our insurance coverages in a timely and expedient manner on insurance industry standard ACCORD certificate forms. Tyco International does purchase insurance that complies with all applicable regulations, laws, customs, and practices for all US states, territories, possessions, Canada, Mexico, along with most countries in the world. Please also note that Tyco is

Company Information

a company with annual revenues of over \$17 billion and operates in over 60 countries. The limits and types of insurance we purchase are in accordance with companies of comparable size.

Corporate Responsibility:

Tyco is committed to the highest standards of corporate responsibility. Tyco's investments in these efforts include programs to reduce its environmental impact and enhance the health and safety of its employees to help achieve its vision of zero harm to people and the environment. Tyco is focused on building diverse teams and leveraging their talent, enthusiasm, energy, and commitment across the company. For more information please see the [Corporate Responsibility](#) section of Tyco's website, www.tyco.com.

Tyco is committed to operating in compliance with all applicable laws and regulations in the global marketplace in which we do business. Tyco's Compliance Program establishes the framework for meeting this commitment. The program has been designed to help identify, manage and mitigate Tyco's compliance risks. Tyco is a member of the World Economic Forum Partnering Against Corruption Initiative (PACI). PACI brings together companies from varied industries and geographies to fight bribery and corruption. The initiative now has over 150 signatories of industry-leading companies, all supporting a zero-tolerance policy towards bribery and promoting effective internal anti-corruption programs. Tyco upholds these standards by enforcing its Guide to Ethical Conduct and Zero Harm initiatives. For additional information please see [Tyco's Guide to Ethical Conduct](#) and [Environment, Health & Safety](#). Information about these programs can be found on www.tyco.com.

Safety:

Tyco companies maintain a comprehensive safety program. Tyco's rate of Interstate Experience Modification Factors (EMR) for the past 5 years is:

Policy Period	EMR
10/1/2014 – 10/1/2015	.77
10/1/2013 – 10/1/2014	.76
10/1/2012 – 10/1/2013	.82
10/1/2011 – 10/1/2012	.85
10/1/2010 – 10/1/2011	.83

Tyco's OSHA Lost Time Incident Rate:

2013	.40
2012	.30
2011	.60
2010	.72
2009	.64

Litigation:

SimplexGrinnell LP is a fire detection, sprinkler system, security and building communications solutions company that combines the forces of both Simplex and Grinnell Fire Protection, both of which have been in business well over 100 years. SimplexGrinnell operates from about 150 offices in all 50 states. Because of the type of business it is in, from time to time in the ordinary course of its business, SimplexGrinnell becomes involved in claims and litigation. However, there are no claims or litigation currently pending that would materially affect SimplexGrinnell's ability to perform.

Business Continuity/Disaster Recovery:

SimplexGrinnell's Disaster Recovery plan is confidential and, thus, is not released to third parties. SimplexGrinnell has established a recovery plan to ensure that its business systems are recovered in a timely manner in the event of a disaster. We work with a third party vendor experienced in providing disaster recovery service. As part of this plan, SimplexGrinnell conducts periodic Disaster Tests to ensure that its plan is effective and to measure the efficiency of plan improvements. In addition, SimplexGrinnell's monitoring center operates a concurrent backup system in another location. This system mirrors SimplexGrinnell's central station facility. If an unforeseen event were to affect the central station, all calls would be automatically redirected to the backup facility to provide customers with seamless monitoring of their systems.

Company Information

Supplier Diversity:

Supplier Diversity has become a key business strategy for progressive multi-national corporations. As a customer driven organization, Tyco is focused on fully understanding and exceeding our customers' needs, wants and preferences and providing greater value to our customers. To achieve this, we built our organization and supply base to reflect the demographics and virtues of our stakeholders and customers. Tyco's Supplier Diversity Program aligns its definition of supplier diversity with the federal government's definition of supplier diversity and includes Minority-Owned Businesses, Women-Owned Businesses, Small Business Enterprises, Veteran & Service-Disabled Veteran Owned Businesses, Disadvantaged-Owned Businesses, HubZone and LGBT-Owned Businesses. In Fiscal Year 2014, Tyco supplier diversity spend was 15.5%.

EXHIBIT B
**Hourly Personnel Rates
and
Schedule of Fees and Charges**



EXHIBIT B

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

SimplexGrinnell Quotation

TO:
Oakland Unified School Dist
955 High St
Buildings & Grounds
OAKLAND, CA 94601-4404
Attn: Kenya Chatman
Phone: (510) 535-7050 EXT(____) Fax: (510) 535-7042

Project: 2014- Whittier Port. FA Sup.
Customer Reference:
SimplexGrinnell Reference: 982987601
Date: 01/26/2015
Page 1 of 4

ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

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

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
		FA Supervision		
		Labor		
120	COMM LAB SALES TAX	COMMISSIONING LABOR	140.00	16,800.00

Total net selling price, FOB shipping point, \$16,800.00

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 Whittier ES Renovation and Modernization 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 during 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.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____
District Representative's Name and Title: _____
Signature: _____

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/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

2/9/15

Name of Consultant or Company:

Simplex Grinnell LP

Signature:

Scott Rheaume

Print Name and Title:

SCOTT RHEAUME
DISTRICT GENERAL MANAGER



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

REGARDING 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 of premium, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

In accordance with the policy provisions, Oakland Unified School District is included as an additional insured under this policy, as a result of any contract or agreement entered into by the named insured and Oakland Unified School District.

In accordance with the policy provisions, coverage afforded to an additional insured will apply as primary insurance where required by contract entered into by the named insured and the Oakland Unified School District. Any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Other Additional Insureds: Oakland Unified School District and the state and their representatives, employees, trustees, officers and volunteers.

REGARDING WAIVER OF SUBROGATION:

In accordance with the policy provisions, the Waiver of Subrogation applies per contract or agreement entered into by the named insured and Oakland Unified School District.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:

mathew rosecrans (Email: mrosecrans@simplexgrinnell.com Phone: 925-273-0100 ext.122)

 THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®
 Business Process Automation for Risk Management, Insurance, and Trade Finance
 To learn what EXIGIS can do for your business visit exigis.com or call 800.928.1963

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Named Insured Tyco International Management Company, LLC			Endorsement Number 4
Policy Symbol HDO	Policy Number G27337818	Policy Period 10/01/2014 To 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



Authorized Agent

COMMERCIAL GENERAL LIABILITY
CG 20 15 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All vendors of the Named Insured	All of your products.
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Tyco International Management Company, LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H08828362	Policy Period 10/01/2014 To 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

Schedule

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations 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 the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

David A. Felchner

Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08828362	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

POLICY NUMBER: HDO G27337818

Endorsement Number: 3

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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.

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: WLR Number: C48018725
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) INDEMNITY INSURANCE CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

Schedule

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

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: WLR Number: C48018725
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) INDEMNITY INSURANCE CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver
 Name of person or organization:

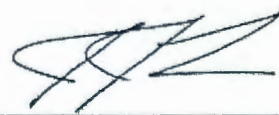
 (X) Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: \$0



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: WLR Number: C48018725
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

UTAH WAIVER OF SUBROGATION ENDORSEMENT


This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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 u s.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

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.



 Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
Policy Period 10-01-2014 TO 10-01-2015	Policy Number Symbol: WLR Number: C48018737
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 10-01-2014
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

Schedule

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

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: WLR Number: C48018737
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver

 Name of person or organization:

(X) Blanket Waiver

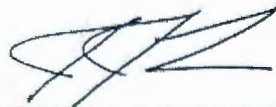
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON NJ 08540	Endorsement Number
	Policy Number Symbol: SCF Number: C48018749
Policy Period 10-01-2014 TO 10-01-2015	Effective Date of Endorsement 10-01-2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

Schedule

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

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information

Project Name	Whittier Elementary School Expansion (Greenleaf) New Construction	Site	163
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Basic Directions

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

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

Contractor Name	Simplex Grinnell	Agency's Contact	Andrew Milne
OUSD Vendor ID #	1015439	Title	Project Manager
Street Address	6952 Preston Avenue	City	Livermore
Telephone	925-273-0100	State	CA
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Policy Expires	10-1-2015
OUSD Project #	13126	Worked as an OUSD employee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Term

Date Work Will Begin	4-8-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$16,500.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1639905820	6215	\$16,500.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	3/2/15	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	3-4-15	
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved	3/9/15	
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	3/17/15	
5.	President, Board of Education	Signature	Date Approved		