

Board Office Use: Legislative File Info.	
File ID Number	15-0644
Introduction Date	4-22-2015
Enactment Number	15-0505
Enactment Date	4/22/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

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

Board Meeting Date April 22, 2015

Subject Independent Consultant Agreement for Professional Services - Simplex Grinnell - Foster Central Commissary (PEC Move) 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 Foster Central Commissary (PEC Move) Project, in an amount not-to exceed \$43,600.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than October 9, 2015.

Background Fire Alarm Installation Supervision contract for additional quality assurance, as required for all OUSD Fire Alarm projects.

Discussion The scope of the project is to replace the existing Autocall TFX-500 fire alarm control unit located in the 1st Floor main office with a new 4100ES voice equipped fire alarm control unit and a remote annunciator with microphone at Cole Elementary School site.

LBP 0.00% (Specialty Service)

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 Foster Central Commissary (PEC Move) Project, in an amount not-to exceed \$43,600.00. The term of this Agreement shall commence on April 8, 2015 and shall conclude no later than October 9, 2015.

Fiscal Impact Measure J

Attachments

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

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Foster Central Commissary (Program for Exceptional Children Move) Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **23rd day of February, 2015** by and between the Oakland Unified School District, Oakland, California ("District") and **Simplex Grinnell** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of services will generally consist of the following:

The scope of services is more specifically indicated on **Exhibit "A."**

1.1. The Services shall be performed on the following project(s) / site(s) ("Project"):

The scope of the project is to replace the existing Autocall TFX-500 fire alarm control unit located in the 1st Floor main office with a new 4100ES voice equipped fire alarm control unit and a remote annunciator with microphone at Cole Elementary School site.

2. **Term.** The term of this Agreement shall be no longer than the period of construction of the Project, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

The project will commence April 22, 2015 and conclude no later than October 9, 2015.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Forty-three thousand, six hundred dollars and no cents (\$43,600.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant'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 shall cease, 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 this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or

otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), , or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

14. Insurance.

14.1. The Consultant 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.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **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 Consultant 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.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant'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	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and

approved by the District. Certificates and insurance policies shall include the following:

14.2.1. 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."

14.2.2. 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.

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

14.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

14.3. **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.

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

16. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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 Consultant 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 and District policy. In addition, the Consultant

agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **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 to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a fifty percent (50%) minimum participation requirement for all construction related professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). The requirement may be wholly satisfied by a City of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent (50%) participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us Under the Facilities Department drop down menu, Bids and Requests for Proposals.
23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **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.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **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:

District:

Oakland Unified School District
955 High Street
Oakland, CA 94601
ATTN: **Tadashi Nakadegawa,**
Director of Facilities

Consultant:

Andrew Milne
Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94550

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.

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 administrative 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. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

33. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

34. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

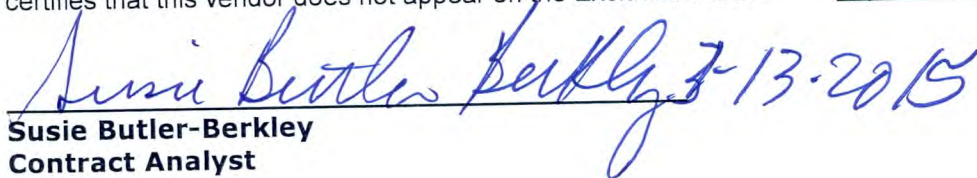
35. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

36. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

37. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

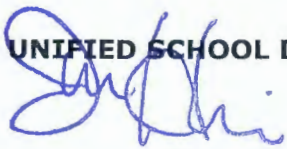
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions 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>

 7-13-2015

Susie Butler-Berkley
Contract Analyst

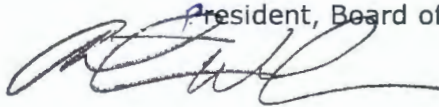
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



Date: 4/23/15

President, Board of Education



Date: 4/23/15

Antwan Wilson, Superintendent and
Secretary, Board of Education



Date: 3/24/15

Lance Jackson, Interim Deputy Chief, Facilities Planning
and Management

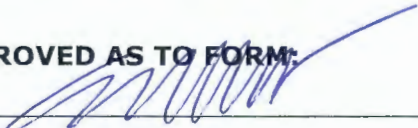
Simplex Grinnell



Date: 3/9/15

SCOTT RHEAUME
DISTRICT GENERAL MANAGER

APPROVED AS TO FORM:



Date: 3-24-2015

Catherine Boskoff, Facilities Counsel

File ID Number: 15-0644
Introduction Date: 4/22/15
Enactment Number: 15-0505
Enactment Date: 4/22/15
By: RD

Information regarding Consultant:

Consultant: SimplexGrinnell LP

582608861 _____:

License No.: 986047

Employer Identification and/or Social Security Number

Address: 6952 Preston Ave
Livermore CA 94551

Telephone: 925.273-0100

Facsimile: 925.273-0120

E-Mail: amilne@simplexgrinnell.com

NOTE: Title 26, Code of Federal 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.

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

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: 3/9/15

Proper Name of Consultant: _____

Signature: Scott Rheume

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 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 Consultant 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 Consultant.

Consultant certifies that it 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):


_____ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' 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 Consultant's employees and of all of its sub-consultants' 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, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant 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 Consultant's employees and its sub-consultants' employees is

Name: _____

Title: _____

 The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of any tier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, Sub-consultants, and employees of Sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Date: 3/9/15

Proper Name of Consultant: _____

Signature: Scott Rheaume

Print Name: SCOTT RHEAUME

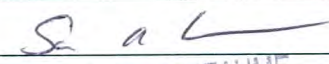
Title: DISTRICT GENERAL MANAGER

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Project Manager be subject to the requirements mandated by California Government Code Section 8340, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Project Manager to police and oversee its personnel on the Project. If the Project Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Project Manager at law and/or in equity.

Date: 3/9/15

Proper Name of Consultant: _____

Signature: 

Print Name: SCOTT RHEAUME

Title: DISTRICT GENERAL MANAGER

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

(PLEASE SEE THE ATTACHED PROPOSAL FROM THE CONSULTANT)



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: Rock Borton
Phone: (510) 333-2262 EXT(____) Fax:

Project: OUSD - Cole ES - T.I. Work
Customer Reference:
SimplexGrinnell Reference: 983140401
Date: 02/09/2015
Page 1 of 8

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.

Comments

Scope of Work:

- Replace the existing Autocall TFX-500 fire alarm control unit located in the 1st floor Janitor's closet and the existing Autocall TFX-400 annunciator located in the 1st floor main office with a new 4100ES voice equipped fire alarm control unit and a remote annunciator with microphone at Cole ES.
- The FACU will be equipped with (2) Autocall Zone modules to maintain communications/operations of the existing Autocall field devices currently operating on Autocall Zone A and Zone B.
- Create shop drawings showing the new 4100ES FACU, annunciator with microphone, existing field devices and circuits, and new addressable Simplex heat/smoke detection and A/V's to cover the areas of new construction as noted on Colland Jang's provided CAD drawings for the modifications dated 2/2/15 for OUSD record keeping purposes.
- Create (2) O&M manuals for the 4100ES FACU operation; one for site staff and one for OUSD record keeping purposes.
- Program new Simplex 4100ES FACU to accommodate the annunciator, existing Autocall field devices/circuits and existing A/V circuits and any new Simplex devices.
- The SimplexGrinnell technician shall install the new hardware within the new FACU and annunciator backboxes and make all necessary circuit terminations within the backboxes; the Electrical Contractor shall install the backboxes, run conduit and pull circuits into the backboxes in preparation for the SG technician's hardware installation scope of work.
- The SG technician shall perform pre-testing of the new FACU during regular time with the assistance of the Electrical Contractor and an OUSD representative if needed after the panel is powered up and programmed for operation.
- Assist in final testing of 100% of the fire alarm system devices on overtime with the Electrical Contractor and District representatives.
- SG technician to conduct (2) 4 hour training sessions during regular business hours for site staff

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



SimplexGrinnell Quotation

Comments (continued)
on the operation of the new FACU.

Clarifications:

- We are working under the assumption that the District will have strategic discussions with DSA, related to approvals or a temporary variance before construction begins on site.
- This proposal is based on a schedule/phasing of work agreed on by all parties prior to the start of work commencing onsite; OUSD shall provide a general project schedule for the master construction project for SG project management team reference.
- An NFPA 72 Completion Form for Pre & Final tests is not part of this proposal as this is currently a non-DSA approved project as of the date noted on this proposal; OUSD will be acting as their own IOR on behalf of the District for system modification and testing signoff.
- Although the OUSD Fire Alarm Standards will govern this project in general, based on our previous project history along with the timeframe and uniqueness of this project, there may be deviations from the Standards that may need to be incorporated as part of this fire alarm migration project to shorten the overall project schedule and provide value engineering; OUSD shall not hold SimplexGrinnell responsible for any OUSD approved deviations from the fire alarm standards for this project. Below is a brief summary of the standard deviations known at this time; any additional deviations will be documented and submitted to OUSD for approval prior to incorporation into the project:
 - Surface mount wire mold instead of surface mount conduit will be used for new field device circuit runs
 - New addressable strobes and speaker strobes will be used in lieu of speakers and speaker strobes
 - Existing FACU and annunciator locations will be reused instead of moving the new FACU and attached system wiring into the main office and deleting the annunciator
 - Existing Autocall devices and circuits will be reused instead of being replaced with new circuits and new Simplex devices.
 - Existing partial building fire alarm coverage i.e. initiating and notification coverage will remain as-is instead of including full area smoke detection and full area occupant notification with speakers
 - DSA/AON/IOR/AHJ involvement/signoff is not currently part of this project
 - Project Electrical work supervision will be done by the B&G Electrical Department and not SimplexGrinnell
 - SafeLinc testing/communications is not included, no SafeLinc card is being installed at this time.
- All existing Autocall field devices and circuits shall remain as-is and be re-connected at the FACU location to the new Autocall modules for communications/power within the 4100ES FACU; all new field devices to cover the new areas under construction in the building will be Simplex and ran along surface mount circuits in wiremold by the Electrical Contractor; new circuits for communications and power will be homerun back to the new 4100ES head end utilizing addressable circuits from new IDNet or EPS channels within the FACU; the microphone in the new annunciator will need additional audio wiring, this new wiring may need to be surface mounted in wire mold if the existing power and communications conduit between the existing FACU and annunciator is not of sufficient size to accommodate the additional wiring, OUSD shall decide if existing 24v power and communications wiring between the annunciator and FACU shall be reused or replaced with new wire.
- The existing dedicated 120VAC power for the Autocall FACU shall be reused; salvage/disposal of



SimplexGrinnell Quotation

Comments (continued)

- the removed Autocall FACU and annunciator internals shall be handled by OUSD B&G.
- Existing Autocall conduit and field wiring are to be reused for existing field devices, all new device circuits will be surface mount in wire mold; SimplexGrinnell is not responsible for the condition of the existing field wiring or the field devices; an additional 16 hours of troubleshooting labor to identify the source of any existing wiring issues has been included in this proposal; the Electrical Contractor or OUSD B&G will need to perform any wiring repairs found during troubleshooting time.
- Existing phone lines and dialer equipment/setup shall remain as-is for system monitoring; an alarm relay card has been included in the new FACU to report alarm, supervisory and trouble to the site's Bosch intrusion panel; the existing wiring to the Bosch panel will be reused.
- A SafeLinc card has not been included in this proposal; if OUSD desires to install a SafeLinc card, an Ethernet network drop will have to be provided at the FACU location for communications; the card and labor needed for the installation and setup based on OUSD's direction will be quoted separately for approval.
- It is assumed that the current Autocall system installed onsite is currently operational and working correctly; the latest fire alarm inspection report dated 3/20/14 shows no current issues are present as of that date; upon arrival onsite, if system troubles are found on the existing Autocall system, the troubles will be documented for potential service repair and quoted separately for approval; if any troubles found that are either existing or that appear during the course of construction involve bad existing Autocall devices, OUSD B&G shall provide repair Autocall stock in good condition from the warehouse at 955 High Street for any repair work
- In the event that there is not sufficient spare Autocall stock to replace a bad field device, a Simplex device may have to be installed in its place and connected to the new IDNet/EPS circuit for communications/power by the Electrical Contractor.
- OUSD shall provide any Firewatch/property watch needed during the duration of the project.
- Intrusion equipment is not included in this proposal.
- Patching and painting shall be done by others.

Exclusions:

- DSA/AHJ permitting/submittals/approvals
- 11th month warranty testing.
- Pre-test of the existing system.
- Condition/function of the existing fire alarm system during the project.
- Providing/installing conduit and wire.
- Providing pullstrings.
- Providing new dedicated 120V AC power.
- Fees for IOR and/or consultant inspections.
- **Fire watch/ property watch**
- **Security watch.**
- **Performance/payment bonds.**
- **Liquidated damages.**
- Additional requirements driven by an IOR (all additional devices will be handled in the form of a written change order).
- Additional requirements by an architect/engineer of record/or DSA.
- Asbestos Abatement; this scope of work if needed shall be done by others and completed prior to the start of work onsite.



Project: OUSD - Cole ES - T.I. Work
 Customer Reference:
 SimplexGrinnell Reference: 983140401
 Date: 02/09/2015
 Page 4 of 8

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
4100ES FACU				
4100ES Voice				
1	4100-9311	EPS MASTER CONTROLLER 120V	2,974.70	2,974.70
1	4100-0632	UTILITY BLOC, 16 TERMINALS	67.94	67.94
1	4100-0634	POWER DISTRIBUTION MODULE 120V	150.57	150.57
1	4100-0636	BOX TO BOX HARNESS KIT	88.13	88.13
1	4100-1242	MESSAGE EXPANSION, 32 MINUTES	681.24	681.24
16	4100-1279	2 BLANK DISPLAY MODULE	8.28	132.48
1	4100-1311	AUDIO CONTROL BOARD - DIGITAL	1,459.84	1,459.84
2	4100-1326	FLEX 50W AMP W/3 NACS - 25V	1,108.96	2,217.92
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	107.62	215.24
1	4100-2320	AUDIO EXPANSION BAY	10.15	10.15
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE	507.13	507.13
1	4100-5005	ZONE MODULE, 8 IDC, CLASS B	629.14	629.14
2	4100-5101	XPS POWER, 3 NACS, 120VAC	1,158.12	2,316.24
1	4100-6033	ALARM RELAY	246.08	246.08
2	4100-6066	TFX LOOP INTERFACE CARD	852.07	1,704.14
1	41002153	INDICATOR ONLY 3 BAY GLASS		
1	41007905	FACTORY BUILT-MAIN CONFIGURED		
1	41007908	SYSTEM WITHOUT DACT		
		Sundry Items - 4100ES FACU		
	FREIGHT			429.89
Remote Annunciator w/Mic				
Remote Annunciator w/Mic				
1	4100-9611	REMOTE ANNUN EXTERNAL POWER	619.31	619.31
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT		
1	4100-0636	BOX TO BOX HARNESS KIT	88.13	88.13
1	4100-1244	REMOTE AUDIO INTERFACE W/MIKE	535.29	535.29
1	4100-1255	AUDIO IF 3-8 CHANNEL	169.85	169.85
3	4100-1279	2 BLANK DISPLAY MODULE	8.28	24.84
2	4100-1282	8 SW, 16RED/YEL LED MOUDLE	210.24	420.48
1	4100-1288	64/64 LED/SWITCH CONTROLLER	280.95	280.95
1	4100-1292	REMOTE PANEL MOUNT LCD AUUNU	1,556.22	1,556.22
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT	20.20	20.20
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	107.62	107.62
1	4100-2320	AUDIO EXPANSION BAY	10.15	10.15
1	41002152	INDICATOR ONLY 2BAY GLASS		
1	41007905	FACTORY BUILT-MAIN CONFIGURED		
		Sundry Items - Remote Annunciator w/Mic		
	FREIGHT			164.05
Materials				
Materials				
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT	1,029.37	1,029.37
2	2081-9276	BATTERY 33AH	154.63500	309.27
1	49AV-WRF	AV Wall Red FIRE	112.45	112.45
13	49VO-WRF	VO Wall Red FIRE	97.50	1,267.50



Project: OUSD - Cole ES - T.I. Work
 Customer Reference:
 SimplexGrinnell Reference: 983140401
 Date: 02/09/2015
 Page 5 of 8

SimplexGrinnell Quotation

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
20	4098-9714	PHOTO SENSOR	80.97	1,619.40
20	4098-9792	SENSOR BASE	104.12	2,082.40
1	2975-9445	2 BAY BB/GDOOR/DRESS PNL PLAT Sundry Items - Materials	669.08	669.08
	FREIGHT			239.49
SG Services				
SG Services				
20	PM LAB	PROJECT/CONSTRUCTION MGMT	95.00	1,900.00
4	PREP LAB	WAREHOUSE HANDLING LABOR	55.00	220.00
16	TECH LAB	TECHNICAL LABOR	140.00	2,240.00
40	CAD LAB	CAD LABOR	95.00	3,800.00
40	COMM LAB	COMMISSIONING LABOR	120.00	4,800.00
24	DSGN LAB	DESIGN LABOR	95.00	2,280.00
Troubleshooting Contingency				
Troubleshooting Contingency				
16	TECH LAB	TECHNICAL LABOR	140.00	2,240.00

Total net selling price, FOB shipping point, \$42,636.88



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/6/2015

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

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

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Cindy Stathos, Michael Stastny or Terryn Castanon PHONE (A/C, No., Ext): (844) 892-0092 E-MAIL ADDRESS: Please see bottom of 2nd page	FAX (A/C, No):							
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER C: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Company	20702	INSURER C: Indemnity Insurance Company of North America
INSURER(S) AFFORDING COVERAGE	NAIC #								
INSURER A: ACE American Insurance Company	22667								
INSURER B: ACE Fire Underwriters Insurance Company	20702								
INSURER C: Indemnity Insurance Company of North America	43575								

INSURED
 SimplexGrinnell LP
 6952 PRESTON AVENUE
 LIVERMORE, CA 94551
 United States

COVERAGES **CERTIFICATE NUMBER:** 1373712 - A **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	HDO G27337818	10/1/2014	10/1/2015	EACH OCCURRENCE	\$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00
							MED EXP (Any one person)	\$ 10,000.00
							PERSONAL & ADV INJURY	\$ 1,000,000.00
							GENERAL AGGREGATE	\$ 2,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 2,000,000.00
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ISA H08828362 (All Other States) ISA H08828374 (NH)	10/1/2014 10/1/2014	10/1/2015 10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000.00
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NEW HAMPSHIRE (CSL)	\$ 250,000.00
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE PRODUCTS -	\$
							NEW HAMPSHIRE (CSL)	\$
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C48018737 (AZ, CA, MA) SCF C48018749 (WI) WLR C48018725 (All Other States)	10/1/2014 10/1/2014 10/1/2014	10/1/2015 10/1/2015 10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000.00
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000.00

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

Please refer to attached ACORD 101 for further remarks.

CERTIFICATE HOLDER Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MARSH USA INC. BY: Jessica Cullen, Casualty Program
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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

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.

David A. Feliciano

Authorized Agent

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.

POLICY NUMBER: HDO G27337818

Endorsement Number: 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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 writing 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.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

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. Feliciano

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: ISA H08828362

Endorsement Number: 1

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Tyco International Management Company, LLC</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>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.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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:

 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 us.)

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 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.	

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	Foster Central Commissary (PEC Move)	Site	184
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		

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	State	CA	Zip	94551
Telephone	925-273-0100	Policy Expires	10-1-2015				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	13133						

Term			
Date Work Will Begin	4-22-2015	Date Work Will End By (not more than 5 years from start date)	10-9-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$43,600.00
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 <u>before</u> completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1849905890	6215	\$43,600.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7038	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved	3/13/15	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	3-24-2015	
	Interim Deputy Chief, Facilities Planning and Management			
3.	Signature	Date Approved	3/24/15	
	Chief Operations Officer, Board of Education			
4.	Signature	Date Approved	3/31/15	
	President, Board of Education			
5.	Signature	Date Approved		