

Board Office Use: Legislative File Info.	
File ID Number	12-2477
Committee	Facilities
Introduction Date	October 10, 2012
Enactment Number	12-2553
Enactment Date	10/10/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Amendment No.1 Independent Consultant Agreement for Professional Services-
- Simplex Grinnell - Montclair New Classroom Building Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Supervision Services on behalf of the District at Montclair New Classroom Building in an amount not-to exceed \$11,760.00 increasing previous contract amount from \$6,000.00 to a not to exceed amount of \$17,760.00 and revising the end date from August 24, 2011 through December 31, 2011 to September 1, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Due to the building of a new school on campus with a different fire alarm system, the old fire alarm system in the existing school needs to be upgraded to interface with the new system.

Local Business Participation Percentage 0.00%

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 Amendment No. 1, Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Supervision Services on behalf of the District at Montclair New Classroom Building in an amount not-to exceed \$11,760.00 increasing previous contract amount from \$6,000.00 to a not to exceed amount of \$17,760.00 and revising the end date from August 24, 2011 through December 31, 2011 to September 1, 2014. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



File ID Number: 12-2477
 Introduction Date: 10/19/12
 Enactment Number: 12-2553
 Enactment Date: 10/10/12
 By: OS

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Simplex Grinnell**. OUSD entered into an Agreement with CONTRACTOR for services on August 24, 2011, and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p>If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <u>Attach revised scope of work.</u></p> <p>The CONTRACTOR agrees to provide the following amended services: <u>The scope of the project is provide additional supervision of the existing fire alarm in the existing building on the Montclair campus.</u></p>		
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p>If term is changed: The contract term is extended by an additional <u>One year and nine months</u>, and the amended expiration date is <u>September 1, 2014</u>.</p>		
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p>If the compensation is changed: The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> Increase of \$11,760.00 to original contract amount</p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>Seventeen thousand, seven hundred and sixty dollars and no cents (\$17,760.00)</u></p>		

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

5. **Amendment History:**

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

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

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

 Jody London, President, Board of Education Date

 Edgar Rakestraw, Jr., Secretary Date
 Board of Education Date

 Timothy White, Associate Superintendent Date
 Facilities, Planning and Management

CONTRACTOR

 Contractor Signature Date

 Print Name, Title

Jeff Benoit
 Branch Manager
 San Francisco Region

August 10, 2012

EXHIBIT "A" Scope of Work

Contractor Name: Simplex Grinnell

Billing Rate: Eleven thousand, seven hundred sixty dollars and no cents (\$11,760.00)

1. Description of Services to be Provided

The fire alarm in the existing building the system has to be upgraded to new building standards.

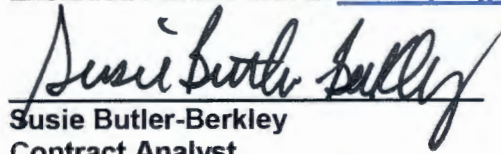
2. Specific Outcomes:

Safety and environmental issues have been addressed.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input checked="" type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Oakland Unified School District or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/epls/search.do


Susie Butler-Berkley
Contract Analyst

SimplexGrinnell
BE SAFE.

5/14/12

via email

REFERENCE:

Montclair ES
1757 Mountain Blvd, Oakland
Oakland Unified School District
c/o John Esposito

SUBJECT:

Fire Alarm Installation Supervision

SimplexGrinnell is pleased to submit the following **NOT TO EXCEED** quotation in the amount of **\$11,760.00** for the listed products and services at above referenced location.

Pricing Breakdown:

▪ Simplex Technical Labor (Inside Wireman Wage Rate)		
○ 84 Hours at \$140.00 per hour	-	\$11,760.00
○ Total	-	\$11,760.00

Scope of Work:

1. Provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system during the following critical path periods:
 - 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 (2) days a week in (2-8) 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 via signed daily reports from the technician responsible for the supervision.

Sincerely,

Shobo Tilbury | Alarm & Detection Sales Consultant
SimplexGrinnell, A Tyco International Company
Tel: +1-925-273-0100 | Fax: +1-925-273-0120 | Cell: +1-925-337-2105
ttilbury@simplexgrinnell.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2012

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: Bhavna Chauhan PHONE (A/C, No, Ext): (212) 345-8735 FAX (A/C, No): (212) 948-8852 E-MAIL ADDRESS: Please see bottom of 2nd page											
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CHARTIS CASUALTY COMPANY</td> <td>40258</td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins Co.</td> <td>19410</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Co.</td> <td>23817</td> </tr> <tr> <td>INSURER D: Nat'l Union Fire Ins Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER E: New Hampshire Ins. Co.</td> <td>23841</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CHARTIS CASUALTY COMPANY	40258	INSURER B: Commerce & Industry Ins Co.	19410	INSURER C: Illinois National Insurance Co.	23817	INSURER D: Nat'l Union Fire Ins Co. of Pittsburgh, PA	19445	INSURER E: New Hampshire Ins. Co.
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INSURED SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States												

COVERAGES **CERTIFICATE NUMBER:** 971678 - 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	GENERAL LIABILITY <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	X		GL 2449607 (Primary GL)	10/1/2011	10/1/2012	EACH OCCURRENCE	\$ 2,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000.00
							MED EXP (Any one person)	\$ 10,000.00
							PERSONAL & ADV INJURY	\$ 2,000,000.00
							GENERAL AGGREGATE	\$ 4,000,000.00
							PRODUCTS - COMP/OP AGG	\$ 4,000,000.00
								\$
D D D E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CA 3506464 (All Other States) CA 3506465 (MA) CA 3506468 (VA) CA 3506466 (NH) (Primary AL)	10/1/2011 10/1/2011 10/1/2011 10/1/2011	10/1/2012 10/1/2012 10/1/2012 10/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 7,500,000.00
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							NEW HAMPSHIRE (CSL)	\$ 250,000.00
E E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		GL 2449608 (Excess GL) CA 3506467 (NH) (Excess AL)	10/1/2011 10/1/2011	10/1/2012 10/1/2012	EACH OCCURRENCE	\$ 5,500,000.00
							AGGREGATE PRODUCTS -	\$ 11,000,000.00
							NEW HAMPSHIRE (CSL)	\$ 7,250,000.00
A B C D E	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 N	N/A WC 015884005 (CT,GA,PA,SC) WC 015884006 (FL) WC 015884008 (MI) WC 015884004 (CA) WC 015884003 (All Other States)	10/1/2011 10/1/2011 10/1/2011 10/1/2011 10/1/2011	10/1/2012 10/1/2012 10/1/2012 10/1/2012 10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Montclair New Classroom
Please refer to attached ACORD 101 for further remarks.

CERTIFICATE HOLDER Oakland Unified School District 955 High Street Department of Facilities Planning and Management 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: Cynthia Kim, Casualty Program
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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 POLICIES OF INSURANCE:

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
E	WC 015884007 (MA, ND, OH, WA, WI, WY)	10/1/2011	10/1/2012
E	WC 015884009 (MN)	10/1/2011	10/1/2012

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: District and the State and their agents, representaives, employees, trustees, officers, consultants, and volunteers.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:

ELAINE KELLY (Email: ekelly@simplexgrinnell.com Phone: 925-273-1308)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2012

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.

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PRODUCER THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE, SUITE 1050 Boston, MA 02116-4101	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No):			
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER F: ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER F: ACE Property & Casualty Insurance Co
INSURER(S) AFFORDING COVERAGE	NAIC #				
INSURER F: ACE Property & Casualty Insurance Co	20699				
INSURED Tyco International Ltd including subsidiary: SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States					

COVERAGES **CERTIFICATE NUMBER:** 971678 - B **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			XOOG2583432A(Umbrella)	10/1/2011	10/1/2012	EACH OCCURRENCE AGGREGATE UMBRELLA(OCC/AGG)xs \$7.5M Per Occ) \$5,500,000.00 WC STATU-TORY LIMITS OTH-ER
	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 type="checkbox"/> N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District 955 High Street Department of Facilities Planning and Management Oakland, CA 94601 United States	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 THOMAS E. SEARS, INC.
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ENDORSEMENT #001

This endorsement, effective 12:01 A.M. 10/01/2011 forms a part of
policy No. GL 244-96-07 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
BY NEW HAMPSHIRE INSURANCE COMPANY

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

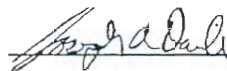
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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.



ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2011 forms a part of

policy No. GL 244-96-07 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC

by NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

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

ENDORSEMENT

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 10/01/2011 forms a part of Policy No. CA 350-64-64
issued to Tyco International Management Company, LLC
by National Union Fire Insurance Company of Pittsburgh PA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2011 forms a part of Policy No. CA 350-64-64 issued to Tyco International Management Company, LLC by National Union Fire Insurance Company of Pittsburgh PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

- I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, 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 use of a covered "auto". However, the insurance provided will not exceed the lesser of:
- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

Board Office Use: Legislative File Info.	
File ID Number	11-2052
Committee	Facilities
Introduction Date	8/16/2011
Enactment Number	11-1574
Enactment Date	8-24-11 JS



OAKLAND UNIFIED
SCHOOL DISTRICT

Community. Schools. Thriving Students

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Assistant Superintendent, Facilities Planning and Management

Board Meeting Date Aug 24, 2011

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Montclair New Classroom Building Project

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Learning. Growing. Inspiring.

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Approval by the Board of Education of a Professional Services Facilities Contract with Simplex Grinnell for Fire Alarm Inspection -Services on behalf of the District at Montclair New Classroom Building Project, in an amount not-to exceed \$6,000.00. The term of this Agreement shall commence on August 24, 2011 and shall conclude no later than December 31, 2011.

Fiscal Impact

The funding source for this project is General Obligation Bond-Measure B.

Attachments

- Professional Services Contract including scope of work

Key Code:

1439901811-6274

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of June 20, 2011, between the Oakland Unified School District ("District") and Simplex Grinnell ("Consultant") (together, "Parties").

- 1. Services. The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services" or "Work") Proposal dated June 6, 2011.
2. Term. Consultant shall commence providing services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such services as required. The term for services and schedule to provide services shall be in accordance with the schedule included in the Consultant's Proposal, Attachment "A;"
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;
x Signed Agreement
Workers' Compensation Certificate, if necessary
Criminal Background Investigation Certification, if necessary
x Insurance Certificates and Endorsements
W-9 Form
4. Compensation. District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for services, but in no event shall total fees, costs, and expenses exceed \$ 6,000.00, without the express approval of the Board.
5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, other than as proved in Attachment "A."
6. Independent Contractor. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. 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.
7. Materials. Consultant 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

68-911-6177
PLANNING DEPARTMENT

Agreement.

8. **Standard of Care.** Consultant'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.** 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 three (3) 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. In the event that District terminates this Agreement pursuant to this section, District shall compensate Consultant for work completed to date as a pro-rata amount of the full fees, costs, and expenses.
 - 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 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.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, 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 consultants and/or 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 Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Automobile Liability Insurance.** Automobile Liability Insurance, Occurrence Form, that shall protect the Consultant the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Consultant.

14.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.4. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
- b. For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of

the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

f. Consultant shall furnish the District with Certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commence.

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. **Permits/Licenses.** Consultant and all Consultant'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.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.
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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the

provision of services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant 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 Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant 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 Consultant'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 Consultant. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, 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. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.

The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

22. 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.

23. 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. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. 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:

<p><u>District</u> Timothy E. White Assistant Superintendent of Facilities, Planning and Management 955 High Street Oakland, CA 94601</p>	<p><u>Consultant</u> Shobo Tilbury Simplex Grinnell 6952 Preston Avenue Livermore, CA 94551</p>
---	--

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.

25. **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 Alameda County, California.
26. **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.
27. **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.
28. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

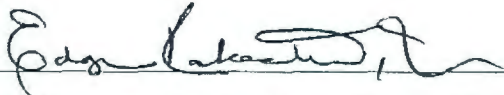
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



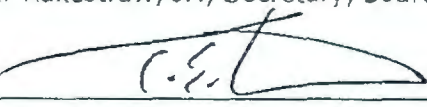
Gary Yee, President, Board of Education

Date: 8/25/11



Edgar Rakestraw, Jr., Secretary, Board of Education

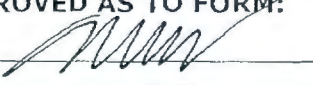
Date: 8/25/11



Timothy White, Assistant Superintendent Facilities Planning and Management

Date: _____

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 8-1-11

File ID Number: 11-2052
Introduction Date: 8-16-11
Enactment Number: 11-1574
Enactment Date: 8-24-11
By: 82

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

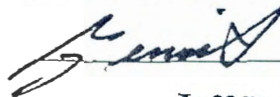
Date: _____

By: _____

Print Name: _____

Its: _____

Date: 7/10/11

By: 

Print Name: **Jeff Benoit**
Branch Manager

Its: San Francisco Region

Information regarding Consultant:

Consultant: *Jeff Benoit* **Jeff Benoit**
Branch Manager 58-2608861:
San Francisco Region Employer Identification and/or Social Security Number

License No.: 802591

Address: 6952 Preston Ave #A

Telephone: 925-273-0100

Facsimile: 925-273-0120

E-Mail: _____

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

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.

Attachment A

Scope of Services

The scope of the project is to provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system during the following critical path periods:

- * Conduit Installation
- * Wire Pulling
- * Wire Continuity Review/Testing
- * Termination/Trimming of Devices

SimplexGrinnell

BE SAFE.

SimplexGrinnell LP

6952 Preston Ave
Suite 'A'
Livermore, CA. 94551

6/6/11

via email

REFERENCE:

Montclair
1757 Mountain Blvd, Oakland
Oakland Unified School District
c/o John Esposito

SUBJECT:

Fire Alarm Installation Supervision

SimplexGrinnell is pleased to submit the following **NOT TO EXCEED** quotation in the amount of **\$5,600.00** for the listed products and services at above referenced location.

Pricing Breakdown:

▪ Simplex Technical Labor (Inside Wireman Wage Rate)		
o 40 Hours at \$140.00 per hour	-	\$5,600.00
o Total	-	\$5,600.00

Scope of Work:

1. Provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system during the following critical path periods:
 - 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 (2) days a week in (2-8) 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 via signed daily reports from the technician responsible for the supervision.
4. Overtime work will be billed at time and a half, per the OUSD Service agreement.

Sincerely,

Shobo Tilbury
Alarm & Detection Sales Consultant

SimplexGrinnell

Main: 925.273.0100

Direct: 925.273.1270

Cell: 925.337.2105

Fax: 925.273.0120

ttilbury@simplexgrinnell.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2011

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, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): (212) 345-5000 FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A AGCS Marine Insurance Company (Allianz)</td> <td></td> </tr> <tr> <td>INSURER B CHARTIS CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER C Commerce & Industry Ins Co</td> <td></td> </tr> <tr> <td>INSURER D Illinois National Insurance Co</td> <td></td> </tr> <tr> <td>INSURER E Nat'l Union Fire Ins Co of Pittsburgh, PA</td> <td></td> </tr> <tr> <td>INSURER F New Hampshire Ins. Co.</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A AGCS Marine Insurance Company (Allianz)		INSURER B CHARTIS CASUALTY COMPANY		INSURER C Commerce & Industry Ins Co		INSURER D Illinois National Insurance Co		INSURER E Nat'l Union Fire Ins Co of Pittsburgh, PA		INSURER F New Hampshire Ins. Co.
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INSURER E Nat'l Union Fire Ins Co of Pittsburgh, PA														
INSURER F New Hampshire Ins. Co.														
INSURED SimplexGrinnell, LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States														

COVERAGES CERTIFICATE NUMBER: 843448 - 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
F	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GL 4360884 (Primary GL)	10/1/2010	10/1/2011	EACH OCCURRENCE \$2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$2,000,000.00 GENERAL AGGREGATE \$4,000,000.00 PRODUCTS - COMP/OP AGG \$4,000,000.00
E E F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA 3976576 (VA) CA 3976575 (AOS) CA 3976577 (MA) CA 3976624 (NH) (Primary AL)	10/1/2010 10/1/2010 10/1/2010 10/1/2010	10/1/2011 10/1/2011 10/1/2011 10/1/2011	COMBINED SINGLE LIMIT (Each accident) \$2,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NEW HAMPSHIRE (CSL) \$250,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP AGG NEW HAMPSHIRE (CSL)
B C D E F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 026149517 (CT,GA,PA,SC) WC 026149514 (FL) WC 026149516 (MI) WC 026149513 (CA) WC 026149518 (MA, ND, NY, OH, WA, WI, WY)	10/1/2010 10/1/2010 10/1/2010 10/1/2010 10/1/2010	10/1/2011 10/1/2011 10/1/2011 10/1/2011 10/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000.00 E.L. DISEASE - EA EMPLOYEES \$2,000,000.00 E.L. DISEASE - POLICY LIMIT \$2,000,000.00
A A A	Builder's Risk/Installation/Contract Works Rental Equipment/Contractor's Equipment Blanket Transit		OC & OCW 91128600 OC & OCW 91128600 OC & OCW 91128600	5/1/2010 5/1/2010 5/1/2010	10/1/2011 10/1/2011 10/1/2011	USD \$1,000,000.00 per jobsite USD \$1,000,000.00 per jobsite USD \$1,000,000.00 per conveyance

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

Project: OUSD - Building & Grounds, SG#958540601

Please refer to attached ACORD 101 for further remarks.

CERTIFICATE HOLDER

Oakland Unified School District
 955 High Street
 Department of Facilities Planning and Management
 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 David Kato, Casualty Program
 Franklin Fallock, Global Marine Transit Program

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ACORD 25 (2009/09)

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

REGARDING POLICIES OF INSURANCE.

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
F	WC 026149515 (TX)	10/1/2010	10/1/2011
F	WC 026149519 (AOS)	10/1/2010	10/1/2011
F	WC 026149548 (MN)	10/1/2010	10/1/2011

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 before the expiration date thereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the producer, its agents or representatives.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 10/1/2010 forms a part of Policy No. GL 436-08-84 issued to **Tyco International Management Company, LLC** By **New Hampshire Insurance Company**

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

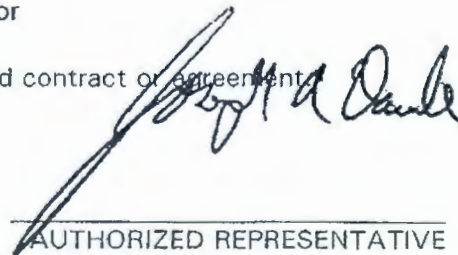
This endorsement modifies insurance provided under the following:

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 REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/1/2010 forms a part of Policy No. CA 397-65-75 issued to Tyco International Management Company, LLC by National Union Fire Insurance Company of Pittsburgh PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, 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 use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/1/2010 forms a part of Policy No.

CA 397-65-75 issued to Tyco International Management Company, LLC

By National Union Fire Insurance Company of Pittsburgh PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.



A handwritten signature in blue ink, appearing to read 'Scott A. Daulton', is written over a horizontal line. Below the line, the text 'AUTHORIZED REPRESENTATIVE' is printed in a bold, sans-serif font.

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

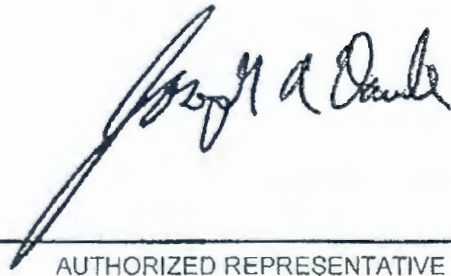
Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence 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.


A handwritten signature in black ink, appearing to read 'Joseph A. Danek', is written over a horizontal line.

AUTHORIZED REPRESENTATIVE



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/1/2010

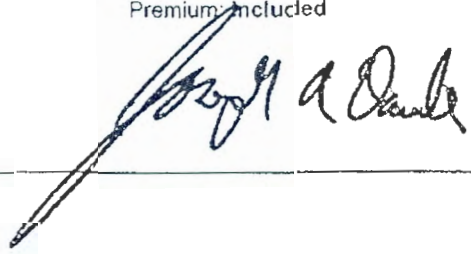
Policy No. WC 026-14-9519

Insured: Tyco International Management Company, LLC

Premium: included

Insurance Company: New Hampshire Insurance Company

Countersigned by _____



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/1/2010 forms a part of Policy No. WC 026-14-9513

Issued to Tyco International Management Company, LLC

By National Union Fire Insurance Company of Pittsburgh, PA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/1/2010

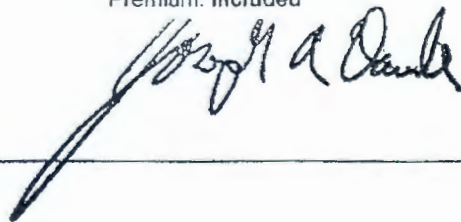
Policy No. WC 026-14-9517

Insured: Tyco International Management Company, LLC

Premium. Included

Insurance Company: Chartis Casualty Company

Countersigned by _____



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/1/2010

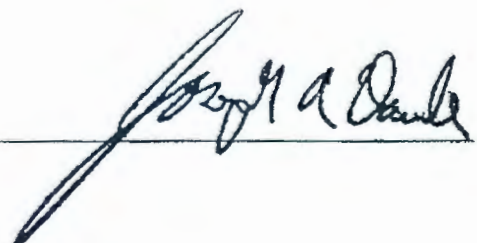
Policy No. WC 026-14-9514

Insured: Tyco International Management Company, LLC

Premium: Included

Insurance Company: Commerce & Industry Insurance Company

Countersigned by _____



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/1/2010

Policy No. WC 026-14-9518

Insured: Tyco International Management Company, LLC

Premium: Included

Insurance Company: New Hampshire Insurance Company

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/1/2010

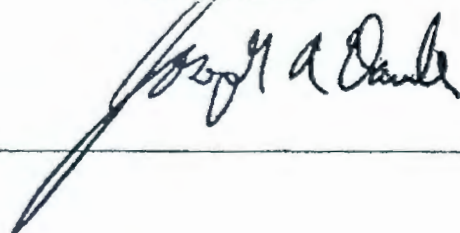
Policy No. WC 026-14-9516

Insured: Tyco International Management Company, LLC

Premium: Included

Insurance Company: Illinois National Insurance Company

Countersigned by _____



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us)

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

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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

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

Endorsement Effective 10/01/2010

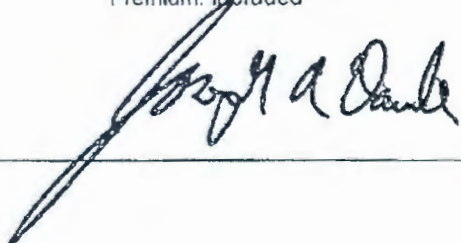
Policy No. WC 026-14-9548

Insured: Tyco International Management Company, LLC

Premium: Included

Insurance Company: New Hampshire Insurance Company

Countersigned by _____



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.

The premium for this endorsement is shown 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: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 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: INCLUDED

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

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

Endorsement Effective: 10/1/2010

Policy No. WC 026-14-9515

Insured: Tyco International Management Company, LLC

Premium: Included

Insurance Company: New Hampshire Insurance Company

Countersigned by _____



PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Montclair New Classroom Building	Site	Montclair Elementary School
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	Shobo Tilbury
OUSD Vendor ID #	1015439	Title	Project Manager
Street Address	6952 Preston Avenue	City	Livermore State CA Zip 94551
Telephone	925-273-1217	Policy Expires	10-1-2011
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 #	07050		

Term			
Date Work Will Begin	8-24-2011	Date Work Will End By (not more than 5 years from start date)	12-31-2011

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$6,000.00
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.				
Fund #	Resource Name	Org Key	Object Code	Amount
2122	GO Bond-Measure B	1439901811	6274	\$6,000.00
				\$

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	Charles Love	Phone	510-535-7081 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	7-18-11
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	7-27-11
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
	President, Board of Education			
4.	Signature		Date Approved	

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

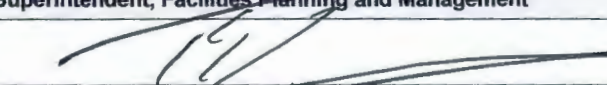
Project Information			
Project Name	Montclair New Classroom	Site	Montclair New Classroom
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including 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	Shobo Tilbury				
OUSD Vendor ID #	I015439	Title	Project Manager				
Street Address	6952 Preston Avenue	City	Livermore	State	CA	Zip	94551
Telephone	925-273-0100	Policy Expires	10-1-2012				
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 #	07050						

Term			
Date Work Will Begin	8-24-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	9-1-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$17,760.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$11,760.00
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
9299, 9399, 9499, 9599, 9699	Measure B	1439901815	6274	\$11,760.00

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	Charles Love	Phone	510-535-7081
			Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager			
	Signature		Date Approved	8-30-12
2.	General Counsel, Department of Facilities Planning and Management			
	Signature		Date Approved	8.30.12
3.	Associate Superintendent, Facilities Planning and Management			
	Signature		Date Approved	
4.	President, Board of Education			
	Signature		Date Approved	