

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	16-0399
Introduction Date	3-9-2016
Enactment Number	
Enactment Date	



OAKLAND UNIFIED  
SCHOOL DISTRICT

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Vernon Hal, Senior Business Officer *VH*  
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** March 9, 2016

**Subject** Amendment No. 3, Independent Consultant Agreement - Simplex Grinnell-Glenview Elementary School New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 3, Contract for Repairs, Maintenance or Small Construction between District and Simplex Grinnell, Livermore, CA, for the latter to create fire alarm shop drawings for the fire alarm system modification; create submittal package for OUSD for any new fire alarm equipment; devices being added to the existing system in conjunction with the Glenview Elementary School New Construction Project, in an additional amount not to exceed \$4,405.35, increasing the Contract not to exceed amount from \$22,307.61 to \$26,712.96 and extending the term of the Contract from March 11, 2015 to June 15, 2015 to August 30, 2016. All other terms and conditions of the Contract remain in full force and effect.

**Background**

**Discussion** The scope includes creating a fire alarm shop drawings for the fire alarm system modifications; create submittal package for OUSD for any new fire alarm equipment / devices being added to the existing system.

**LBP (Local Business Participation Percentage)** The existing fire alarm system modifications is to support wall demolition work being done with portables PA, PB, and PC at Santa Fe has been recommended to occur prior to Glenview Elementary school occupying the building.

**Procurement Method** 0.00% (Specialty Service)

**Recommendation** Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

**Fiscal Impact** Approval by the Board of Education of Amendment No. 3, Contract for Repairs, Maintenance or Small Construction between District and Simplex Grinnell, Livermore, CA, for the latter to create fire alarm shop drawings for the fire alarm system modification; create submittal package for OUSD for any new fire alarm equipment; devices being added to the existing system in conjunction with the Glenview Elementary School New Construction Project, in an additional amount not to exceed \$4,405.35, increasing the Contract not to exceed amount from \$22,307.61 to \$26,712.96 and extending the term of the Contract from March 11, 2015 to June 15, 2015 to August 30, 2016. All other terms and conditions of the Contract remain in full force and effect.

## Attachments

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



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 16-0399

**Department:** Facilities Planning and Management

**Vendor Name:** Simplex Grinnell

**Project Name:** Glenview New Construction **Project No.:** 133

**Contract Term:** Start Date: 3/11/2018 End Date: 8/01/2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$ 4,405.35

**Approved by:** \_\_\_\_\_

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

**Local Business Policy?** Yes  No

**Why was this Vendor selected?**

To support interim housing of Glenview ES at the Santa Fe ES campus

**Summarize the services this Vendor will be providing.**

Create fire alarm shop drawings for the needed fire alarm system modifications. Program existing Simplex 4020 FACP to accommodate existing / new field devices if needed. Perform pre-testing as well as final testing of 100% of the fire alarm system devices within the portables being modified plus 1-% of existing building fire alarm devices.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



## AMENDMENT NO. 3, CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

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 March 11, 2015, and the parties agree to amend that Agreement as follows:

<b>1. Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> 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 is to create fire alarm shop drawings for the fire alarm system modifications; create submittal package for OUSD for any new fire alarm equipment / devices being added to the existing system.</u></p>		
<b>2. Terms (duration):</b>	<b>The term of the contract is <u>unchanged</u>.</b>	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>seven months</u>, and the amended expiration date is <u>August 30, 2016</u>.</p>		
<b>3. Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> <b>Increase of \$4,405.00 to original contract amount</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p style="text-align: center;">and the new contract total is <b>Twenty-six thousand, seven hundred twelve dollars and ninety-six cents (\$26,712.96)</b></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)
1	6-24-2015	The scope includes the following changes to the original scope: 1) Addition of SAFELINE card as requested for testing/alarm event reporting by OUSD - Alarm Shop; 2) OUSD to provide Network drop to FACU location; 3) Network cable provided/installed by electrical contractor; 4) Associated labor.	\$2,750.00
2	2-24-2016	The scope is to safe-off and remove the internals of the existing 4100ES FACU in the main office prior to building demolition.	\$1,120.00

**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

\_\_\_\_\_  
James Harris, President,  
Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Antwan Wilson, Superintendent  
Secretary, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lance Jackson, Interim Deputy Chief  
Facilities, Planning and Management

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Contractor Signature

  
**Willard McCune**  
**Total Service Manager**

\_\_\_\_\_  
Date

1-26-16

Print Name, Title **San Francisco 417**

**EXHIBIT "A" Scope of Work**

**Contractor Name: Simplex Grinnell**

**Billing Rate: Four thousand, four hundred five dollars and no cents (\$4,405.35)**

1. Description of Services to be Provided

The scope is to create fire alarm shop drawings for the fire alarm system modifications.

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

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

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

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

*Susie Butler-Berkley 1-28-2016*  
 Susie Butler-Berkley  
 Contract Analyst



## 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: Will Newby  
Phone: (510) 532-2082 EXT(\_\_\_\_) Fax: (510) 535-7040

Project: OUSD Santa Fe ES - Portable wk  
Customer Reference:  
SimplexGrinnell Reference: 989365101  
Date: 12/03/2015  
Page 1 of 5

**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.

<u>Scope of Work:</u>	Comments
<ul style="list-style-type: none"><li>Existing fire alarm system modifications to support wall demo work being done within portables PA, PB and PC at Santa Fe Elementary School located at 915 54<sup>th</sup> Street in Oakland, CA.</li><li>Create fire alarm shop drawings for the fire alarm system modifications utilizing Byrens Kim Design Works Portables PA-PE 1<sup>st</sup> Floor Plan Drawings dated 1/18/2013 and SimplexGrinnell historical as-built drawings.</li><li>Create a submittal package for OUSD for any new fire alarm equipment/devices being added to the existing system.</li><li>Program existing Simplex 4020 FACP to accommodate existing/new field devices if needed.</li><li>SG technician shall perform pre-testing of the completed fire alarm system modifications with the assistance of a B&amp;G technician or the Project Electrical Contractor and AON FPE if needed after the installation work has been completed.</li><li>SG technician shall assist in final testing of 100% of the fire alarm system devices within the portables being modified plus 10% of the existing building fire alarm system devices on Overtime if needed with AON FPE, the Electrical Contractor (or B&amp;G Electrical Department) &amp; District representatives.</li></ul>	

#### Clarifications:

- We are working under the assumption that the overall cost of this project falls under the maximum cost threshold that would need DSA approval for this scope of work; as such, the labor/materials/project coordination needed for project submission/signoff by DSA and/or an IOR are not included in this proposal.
- This proposal is based on a schedule/phasing of work agreed on by all parties prior to the start of work commencing onsite.
- An NFPA 72 Completion Form for Pre & Final tests is not currently part of this proposal as this is a non-DSA project; AON FPE will be acting as the IOR on behalf of OUSD for system modification and testing signoff.
- Salvage/disposal of removed devices shall be handled by OUSD B&G.
- All conduit/wiring & device installation work shall be done by the Electrical Contractor or the OUSD B&G Electrical Department as needed.
- Intrusion equipment is not included in this proposal.
- Patching and painting shall be done by others.

#### Exclusions:

- DSA permitting/approval
- Pre-test of the existing system.
- Condition/function of the existing fire alarm system during the project.
- Fees for IOR and/or consultant inspections.
- Fire 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 Santa Fe ES - Portable wk  
 Customer Reference:  
 SimplexGrinnell Reference: 989365101  
 Date: 12/03/2015  
 Page 2 of 5

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
<b>SG Services</b>				
SG Services				
6	COMM LAB	COMMISSIONING LABOR	120.00	720.00
4	DSGN LAB	SUBMITTALS	95.00	380.00
6	PM LAB	PROJECT/CONSTRUCTION MGMT	120.00	720.00
1	PREP LAB	PRE-SITE PREPARATION LABOR	95.00	95.00
4	TECH LAB	OT TESTING	180.00	720.00
8	CAD LAB	CAD LABOR	95.00	760.00
1	DPSVC	11TH MONTH WARRANTY TEST	720.00	720.00
<b>Materials</b>				
Materials				
3	4906-9101	STROBE MC RED	90.00	270.00
	FREIGHT	Sundry Items - Materials		20.35

**Total net selling price, FOB shipping point, \$4,405.35**

**TERMS AND CONDITIONS**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
  - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
  - Provide Company access to any system(s) to be serviced,
  - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
- 9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2015

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  
**FAX (A/C, No):**  
**E-MAIL ADDRESS:** Please see bottom of 2nd page

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

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
INSURER D: ACE Property & Casualty Insurance Co	20699

**COVERAGES**                      **CERTIFICATE NUMBER:** 1421656 - 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		HDO G27400358	10/1/2015	10/1/2016	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 \$
A	<input checked="" type="checkbox"/> 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		ISA H08859905 (Excludes NH) ISA H08859917 (NH)	10/1/2015 10/1/2015	10/1/2016 10/1/2016	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
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		X	XSA H08859929 (NH) XSL G2740036A	10/1/2015 10/1/2015	10/1/2016 10/1/2016	EACH OCCURRENCE \$ \$5,500,000.00 AGGREGATE PRODUCTS - \$ \$11,000,000.00 NEW HAMPSHIRE (CSL) \$ \$7,250,000.00
A B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A WLR C48592284 (AZ, CA, MA) SCF C48592296 (WI) WLR C48592272 (All Other States)	10/1/2015 10/1/2015 10/1/2015	10/1/2016 10/1/2016 10/1/2016	<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)

Projec  
Please

**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  
*[Signature]*  
MARSH USA INC BY  
Matthew Ferry, Casualty Program

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc. <hr/> POLICY NUMBER		NAMED 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 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](mailto:ekelly@simplexgrinnell.com) Phone: 925-273-1308)

-----  
 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](http://exigis.com) or call 800.928.1963



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2015

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).**

<b>PRODUCER</b>  THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE, SUITE 1050 Boston, MA 02116-4101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Tyco International Management Company, LLC including subsidiary: SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States	<b>NAIC #</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1421656 - 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			XOOG27422792	10/1/2014	10/1/2015	EACH OCCURRENCE \$ AGGREGATE \$ UMBRELLA(OCC/AGG)(xs \$7.5M Per Occ) \$5,500,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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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ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Named Insured Tyco International Management Company, LLC			Endorsement Number 5
Policy Symbol HDO	Policy Number G27400358	Policy Period 10/01/2015 TO 10/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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



\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Tyco International Management Company, LLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H08859905	Policy Period 10/01/2015 TO 10/01/2016	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.

*David A. Felichman*

\_\_\_\_\_  
Authorized Representative





Board Office Use: Legislative File Info.	
File ID Number	15-1104
Introduction Date	6-24-2015
Enactment Number	15-1069
Enactment Date	6/24/15



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** June 24, 2015

**Subject** Amendment No. 1, Independent Consultant Agreement - Simplex Grinnell-Glenview Elementary School New Construction Project

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Simplex Grinnell for Fire Alarm Services on behalf of the District at Glenview Elementary School New Construction Project, in an amount not-to exceed \$2,750.00 increasing previous contract amount from \$18,437.61 to a not to exceed amount of \$21,187.61.

**Background** The scope includes the following changes to the original scope: 1) Addition of SAFELINE card as requested for testing/alarm event reporting by OUSD - Alarm Shop; 2) OUSD to provide Network drop to FACU location; 3) Network cable provided/installed by electrical contractor; 4) Associated labor.

**Discussion** The FACU replacement has been recommended to occur prior to reconstruction by Building & Grounds to ensure system integrity through the 2015-2016 school year.

**Local Business Participation Percentage** 0.00% (Specialty Service)

**Recommendation** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement with Simplex Grinnell for Fire Alarm Services on behalf of the District at Glenview Elementary School New Construction Project, in an amount not-to exceed \$2,750.00 increasing previous contract amount from \$18,437.61 to a not to exceed amount of \$21,187.61.

**Fiscal Impact** Measure J

**Attachments**

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



## 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 March 11, 2015, and the parties agree to amend that Agreement as follows:

1. <b>Services:</b>	<input type="checkbox"/> The scope of work is <u>unchanged</u> .	<input checked="" type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> 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 includes the following changes to the original scope: 1) Addition of SAFELINE card as requested for testing/alarm event reporting by OUSD - Alarm Shop; 2) OUSD to provide Network drop to FACU location; 3) Network cable provided/installed by electrical contractor; 4) Associated labor.</u></p>		
2. <b>Terms (duration):</b>	<input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional _____, and the amended expiration date is _____.</p>		
3. <b>Compensation:</b>	<input type="checkbox"/> The contract price is <u>unchanged</u> .	<input checked="" type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The contract price is amended by</p> <p style="margin-left: 40px;"><input checked="" type="checkbox"/> Increase of <u>\$2,750.00</u> to original contract amount</p> <p style="margin-left: 40px;"><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p>		
<p>and the new contract total is <u>Twenty-one thousand, one hundred eighty-seven dollars and sixty-one cents (\$21,187.61)</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.

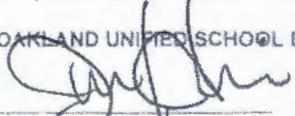
5. **Amendment History:**

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)
			\$

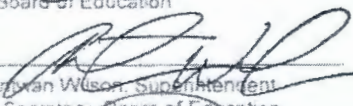
6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education, and the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

  
James Harris, President,  
Board of Education

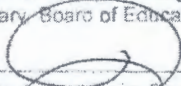
Date

6/25/15

  
Arayan Wilson, Superintendent  
Secretary, Board of Education

Date

6/25/15

  
Lance Jackson, Interim Deputy Chief  
Facilities, Planning and Management

Date

5/29/15

CONTRACTOR

  
Contractor Signature

Date

5.15.15

SCOTT RHEAUME  
DISTRICT GENERAL MANAGER

Simplexgrinnell

## EXHIBIT "A" Scope of Work

Contractor Name: Simplex Grinnell

Billing Rate: Two thousand, seven hundred fifty dollars and no cents (\$2,750.00)

## 1 Description of Services to be Provided

The scope includes the following changes to the original scope: 1) Addition of SAFELINE card as requested for testing/alarm event reporting by OUSD – Alarm Shop; 2) OUSD to provide Network drop to FACU location; 3) Network cable provided/installed by electrical contractor; 4) Associated labor.

## 2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality

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

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

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

*Susie Butler-Berkley 5-15-2015*

Susie Butler-Berkley  
Contract Analyst

**tyco**

*Fire &  
Security*

**SimplexGrinnell**

SimplexGrinnell LP  
6952 Preston Ave, Suite A  
Livermore, CA 94550

Tele: 925-273-0100  
Fax: 925-273-0120  
www.simplexgrinnell.com

**EXHIBIT A**

27-Mar-2015

Ref: OUSD-Glenview ES\_981349001\_CO.001

Oakland Unified S.D.  
955 High Street  
Oakland, CA 94601  
ATTN: William Newby

REFERENCE:                   **OUSD – Glenview ES FACU Replacement  
955 High Street Oakland, CA  
SimplexGrinnell Project #981349001**

SUBJECT:                      **Change Order #001, Addition of SAFELINC card**

SimplexGrinnell is pleased to provide you with the following change in scope, along with a complete cost breakdown for labor & material in reference to above project. Our complete change order breakdown for the additional scope of work is as follows:

This quotation includes the following changes to the original scope:

- o Addition of SAFELINC card as requested for testing/alarm event reporting by OUSD-Tammarra Cappellano.
- o OUSD to provide Network drop to FACU location.
- o Network cable provided / installed by electrical contractor.
- o Associated Labor, see page 2.

Exclusions:

- o All Wire and conduit provided / installed by others.
- o Installation and/or termination of material / wire.
- o Any material not specifically mentioned in above quotation.
- o Overtime (All work to be performed during normal working hours/days - M-F, 8am-5pm).



Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
6952 Preston Ave, Suite A  
Livermore, CA 94550

Tele: 925-273-0100  
Fax: 925-273-0120  
www.simplexgrinnell.com

**Change Order Breakdown**

Material Qty	PID	Description	Cost/Unit	Extended Cost
1	4100-6079	SAFELINC CARD	\$1,460.64	\$1,460.64
				\$1,460.64

Description	Hours	Rate	Total
Material total before tax			\$1,461
Tax on Mat'l:		8.25%	\$120.50
Design Labor:	2	\$95.00	\$190
PM Labor:	2	\$95.00	\$190
Tech Labor:	3	\$140.00	\$420
Shop Labor:	0	\$55.00	\$0
Subtotal:			\$2,381
OH&P			\$369
Complete Change Order Total			\$2,750

Upon review and acceptance of this quotation in the amount of \$2,750.00, please kindly sign below and return to my attn @ Fax #925.273.0120.

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

\_\_\_\_\_  
(Name-Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

*SimplexGrinnell LP reserves the right to add/modify this change order should any additional requirements, labor and/or material be require, in addition to this quotation.*

*SimplexGrinnell's general terms and conditions apply to this change order proposal, as well as any original contract terms.*

*Should you have any questions concerning this change order, please feel free to contact me @ 925.273. 1572 Direct or via email [shinmon@simplexgrinnell.com](mailto:shinmon@simplexgrinnell.com).*



## AMENDMENT INDEPENDENT CONTRACT ROUTING FORM

### Project Information

Project Name	Glenview Elementary School – New Construction	Site	119
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### Basic Directions

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

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

### 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 #	13134						

### Term

Date Work Will Begin	3-11-2015	Date Work Will End By (not more than 5 years from start date)	7-15-2015
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$21,187.61
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 2,750.00
Other Expenses		Requisition Number	

### Budget Information

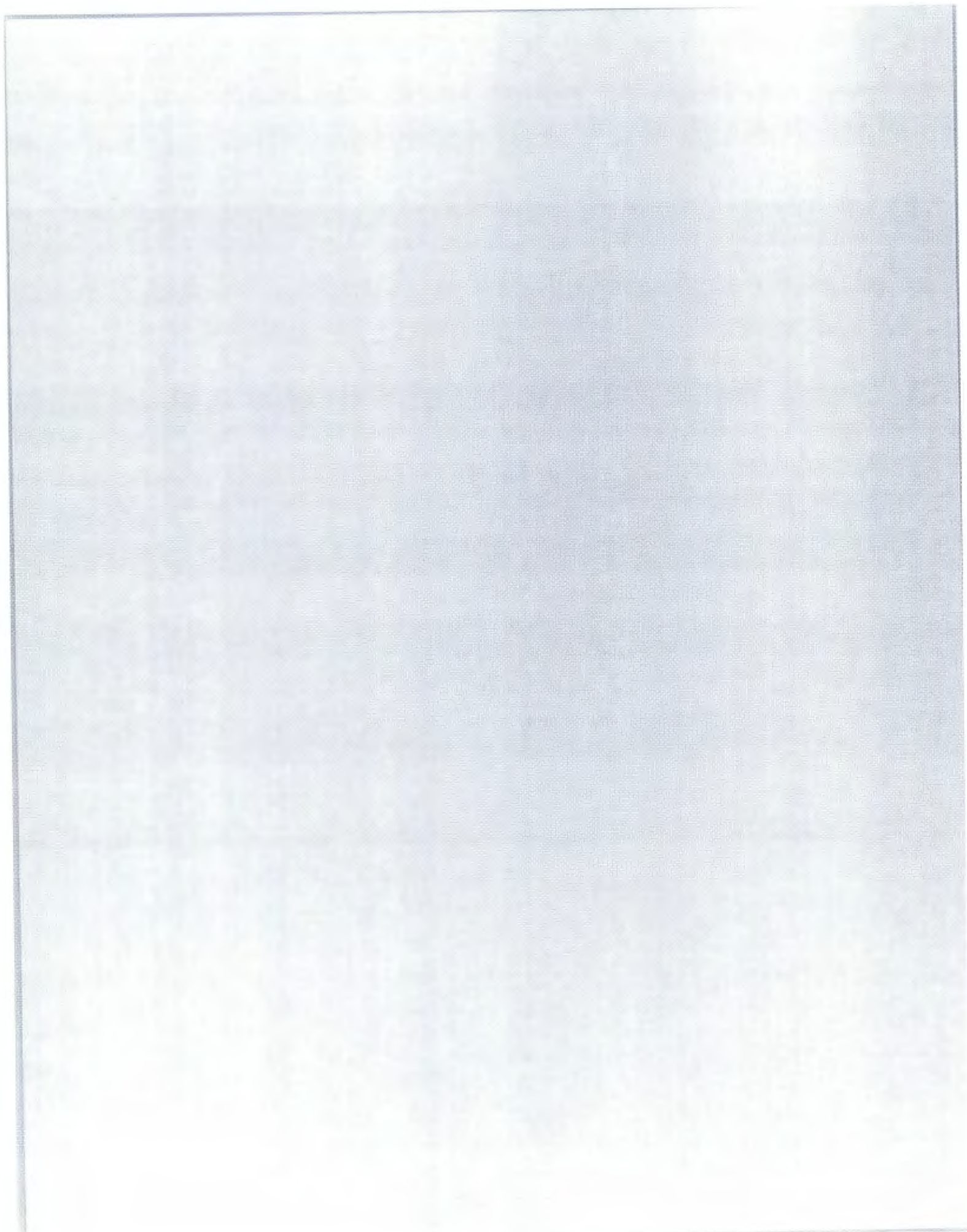
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

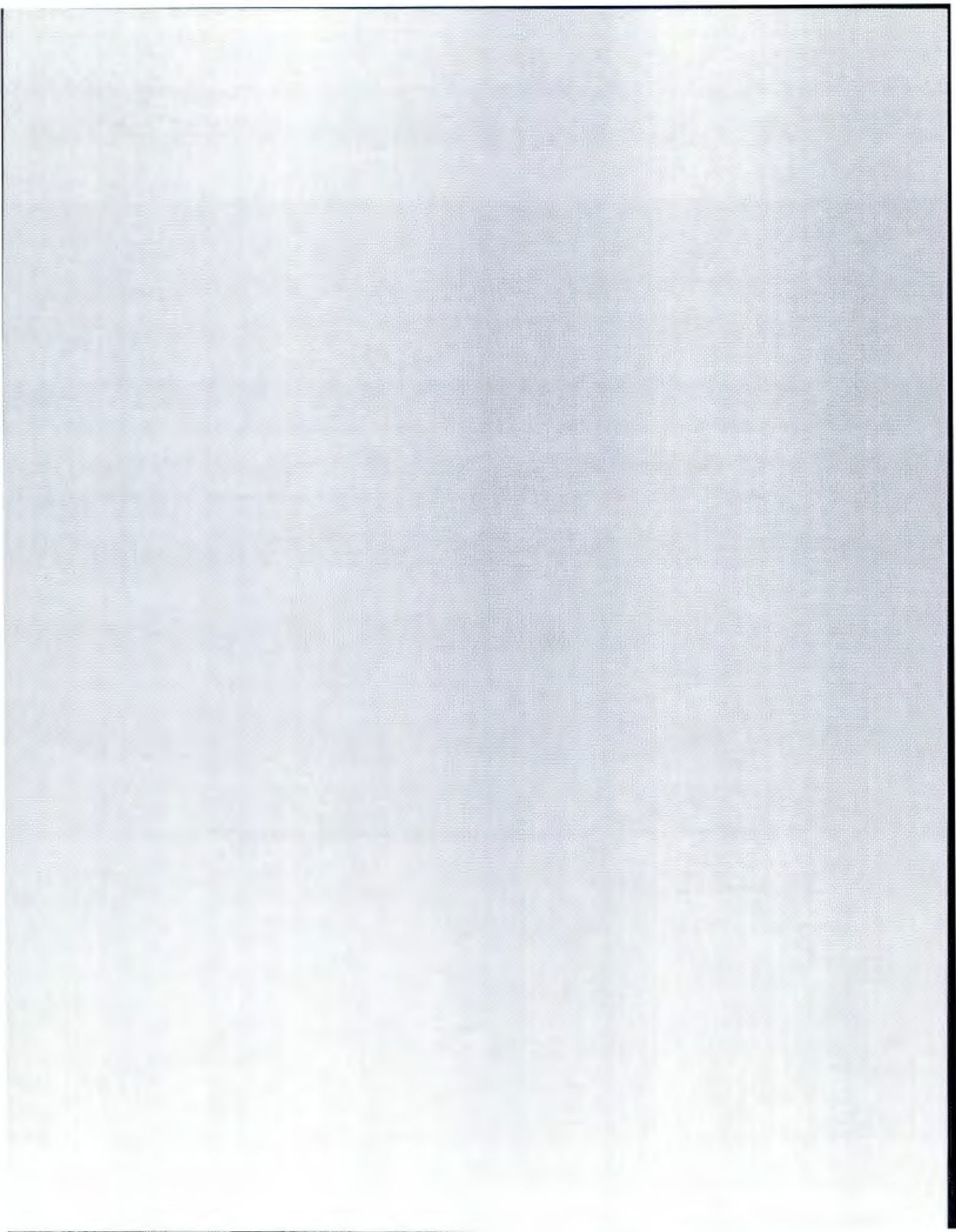
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6215	\$2,750.00

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved 5/15/15		
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved 5-17-15		
3.	Interim Deputy Chief, Facilities Planning and Management	Signature	Date Approved 5/20/15		
4.	Chief Operations Officer Facilities Planning and Management	Signature	Date Approved 5/29/15		
5.	President, Board of Education	Signature	Date Approved		







Board Office Use: Legislative File Info.	
File ID Number	15-0324
Introduction Date	3-11-2015
Enactment Number	15-0295
Enactment Date	3/11/15



OAKLAND UNIFIED  
SCHOOL DISTRICT

## Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
By: Mia Settles-Tidwell, Chief Operations Officer  
Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** March 11, 2015

**Subject** Independent Consultant Agreement for Professional Services - Simplex Grinnell - Glenview Elementary School New Construction Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$18,437.61. The term of this Agreement shall commence on March 11, 2015 and shall conclude no later than June 15, 2015.

**Background** The FACU replacement has been recommended to occur prior to reconstruction by Building and Grounds to ensure system integrity through the 2015-2016 school year.

**Local Business Participation Percentage** 0.00% (Sole Source)

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

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

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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$18,437,61. The term of this Agreement shall commence on March 11, 2015 and shall conclude no later than June 15, 2015.

**Fiscal Impact**

Measure J

**Attachments**

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

**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

For

\_\_\_\_ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED  
PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC  
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION  
COST ACCOUNTING ACT ("CUPCAA"))

or

X REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$45,000  
AWARDED PURSUANT TO CUPCAA

**CONTRACT NUMBER: 13134**

**THIS CONTRACT** is made and entered into this **22<sup>nd</sup> day of January** ("Contract"), by and between **Glenview Elementary School New Construction** ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. The Contractor shall furnish to the District for a total price of **Eighteen thousand, four hundred thirty-seven dollars and sixty-one cents (\$18,437.61)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**The scope of the project is to replace the existing Autocall TFX-500 fire alarm control unit that has had a history of troubles with a new 4100ES fire alarm control unit retrofit kit at Glenview Elementary School.**

2. Contractor shall perform the Work at **Glenview Elementary School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **Ninety days (90)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **NA** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
6. Inspection and acceptance of the Work shall be performed by **Wii Newby** of the **Division of Facilities Planning and Management** Department of the District.

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

8. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Debarment Certification
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Performance Bond
<input type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Payment Bond
<input type="checkbox"/> Non-collusion Affidavit	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Work Specifications
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	-
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	-

9. The architect for the Project is NA ("Architect") and the project manager on the Project is Wil Newby ("Project Manager").

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

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

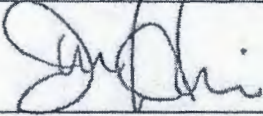
**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition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

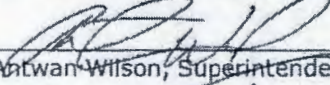
<https://www.sam.gov/portal/public/SAM>

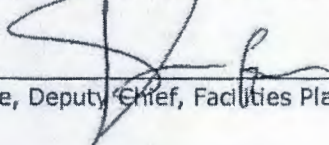
*Susie Butler - Berkley 1-29-2015*  
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Harris, President, Board of Education 3/2/15  
Date

  
\_\_\_\_\_  
Antwan Wilson, Superintendent & Secretary, Board of Education 3/12/15  
Date

  
\_\_\_\_\_  
Timothy White, Deputy Chief, Facilities Planning and Management 2/5/15  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel 2.4.15  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
1/28/15  
Date

File ID Number: 15-0324  
Introduction Date: 3/1/15  
Enactment Number: 15-0245  
Enactment Date: 3/11/15  
By: 0.15

SCOTT RHEAUME  
DISTRICT GENERAL MANAGER

Information regarding Contractor:

Contractor: Simplexgrinnell LP

License No.: 986047

Address: 6952 Preston Ave SE A  
Lakewood CA 94551

Telephone: 925-273-0100

Facsimile: 925-273-0120

E-Mail: amirne@simplexgrinnell.com

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

98-2608861  
Employer Identification and/or Social Security Number

**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.**



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Glenview Elementary School New Construction	Site	119
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 #	13134				

Term			
Date Work Will Begin	3-11-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-15-2015

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$18,437.61
Pay Rate Per Hour <small>(if Hourly)</small>	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6215	\$18,437.61

Approval and Routing (in order of approval steps)				
<small>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.</small>				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	1/6/15
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	2-5-15
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	2/5/15
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	2/17/15
5.	President, Board of Education	Signature	Date Approved	

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	15-0324
Introduction Date	3-11-2015
Enactment Number	15-0295
Enactment Date	3/11/15



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent and Secretary, Board of Education  
 By: Mia Settles-Tidwell, Chief Operations Officer  
 Timothy White, Deputy Chief, Facilities Planning and Management

**Board Meeting Date** March 11, 2015

**Subject** Independent Consultant Agreement for Professional Services - Simplex Grinnell - Glenview Elementary School New Construction Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$18,437.61. The term of this Agreement shall commence on March 11, 2015 and shall conclude no later than June 15, 2015.

**Background** The FACU replacement has been recommended to occur prior to reconstruction by Building and Grounds to ensure system integrity through the 2015-2016 school year.

**Local Business Participation Percentage** 0.00% (Sole Source)

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

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



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

**Recommendation**

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Services on behalf of the District at the Glenview Elementary School New Construction Project, in an amount not-to exceed \$18,437.61. The term of this Agreement shall commence on March 11, 2015 and shall conclude no later than June 15, 2015.

**Fiscal Impact**

Measure J

**Attachments**

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

**CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

For

\_\_\_\_ REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED  
PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC  
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION  
COST ACCOUNTING ACT ("CUPCAA"))

or

**X** REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$45,000  
AWARDED PURSUANT TO CUPCAA

CONTRACT NUMBER: 13134

**THIS CONTRACT** is made and entered into this **22<sup>nd</sup> day of January** ("Contract"), by and between **Glenview Elementary School New Construction** ("Contractor") and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. The Contractor shall furnish to the District for a total price of **Eighteen thousand, four hundred thirty-seven dollars and sixty-one cents (\$18,437.61)** ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

**The scope of the project is to replace the existing Autocall TFX-500 fire alarm control unit that has had a history of troubles with a new 4100ES fire alarm control unit retrofit kit at Glenview Elementary School.**

2. Contractor shall perform the Work at **Glenview Elementary School** ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within **Ninety days (90)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **NA** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
4. Contractor shall not commence the Work under this Contract until Contractor has submitted and District has approved the performance bond, payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
5. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
6. Inspection and acceptance of the Work shall be performed by **Wil Newby** of the **Division of Facilities Planning and Management** Department of the District.

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

8. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Debarment Certification
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Performance Bond
<input type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Payment Bond
<input type="checkbox"/> Non-collusion Affidavit	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Work Specifications
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	-
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	-

9. The architect for the Project is **NA** ("Architect") and the project manager on the Project is **Wil Newby** ("Project Manager").

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

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

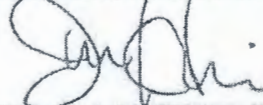
**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition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

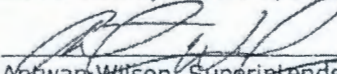
<https://www.sam.gov/portal/public/SAM>

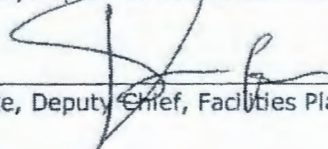
*Susie Butler - Berkley 1-29-2015*  
**Susie Butler-Berkley**  
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
James Harris, President, Board of Education 3/12/15  
Date

  
\_\_\_\_\_  
Antwan Wilson, Superintendent & Secretary, Board of Education 3/12/15  
Date

  
\_\_\_\_\_  
Timothy White, Deputy Chief, Facilities Planning and Management 2/5/15  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
OUSD Facilities Legal Counsel 2.7.15  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
1/28/15  
Date

File ID Number: 15-0324  
Introduction Date: 3/11/15  
Enactment Number: 15-0295  
Enactment Date: 3/11/15  
By: [Signature]

SCOTT RHEAUME  
DISTRICT GENERAL MANAGER

**Information regarding Contractor:**

Contractor: Simplexgrinnell LP

License No.: 986047

Address: 6952 Preston Ave. Ste A  
Livermore CA 94551

Telephone: 925-273-0100

Facsimile: 925-273-0120

E-Mail: amihne@simplexgrinnell.com

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other: \_\_\_\_\_

58-2608861

Employer Identification and/or Social Security Number

**NOTE: 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.**

### TERMS AND CONDITIONS TO CONTRACT

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

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

employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

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



right to accept or reject any legal representation that Contractor proposes to defend the District.

24. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (90%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain ten percent (10%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
25. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
27. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
28. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall

dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

- ~~29. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.~~
30. **CONTRACTOR'S INSURANCE:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance: **Commercial General Liability insurance:** \$1,000,000 for each occurrence and general aggregate with Products and Completed Operations Coverage; **Automobile Liability – Any Auto:** combined single limit of \$1,000,000; **Excess Liability insurance:** \$4,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.
31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
32. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **DISPUTES:** In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those

procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

- Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
  - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
35. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. Contractor specifically acknowledges and understands that if the District and/or its designee operates a labor compliance program on this Project, that Contractor shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program. In addition, Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
36. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
38. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
39. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
40. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

41. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
42. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
43. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

**PREVAILING WAGE CERTIFICATION**

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

Date: 1-28-15  
Proper Name of Contractor: SimplexGrinnell LP  
Signature: Scott Rheaume  
Print Name: SCOTT RHEAUME  
Title: DISTRICT GENERAL MANAGER

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 1/28/15  
Proper Name of Contractor: \_\_\_\_\_  
Signature: Scott Rheaume  
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 Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

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

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

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

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

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

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

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

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 1/22/15

Proper Name of Contractor: Simplex Grinnell  
Signature: [Signature]  
Print Name: SCOTT RHEAUME  
Title: DISTRICT GENERAL MANAGER

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 18 day of January 2014 for the purposes of submission of this Agreement.

By: [Signature]  
Signature

SCOTT RHEAUME  
Typed or Printed Name  
DISTRICT GENERAL MANAGER  
Title

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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


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

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



I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

Date: 1/20/15  
Proper Name of Contractor: Simplexgrinnell LP  
Signature:   
Print Name: SCOTT RHEAUME  
Title: DISTRICT GENERAL MANAGER

END OF DOCUMENT

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

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

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

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

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

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

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

Date: ~~1/28/15~~ 1/28/15  
Proper Name of Contractor: Simplex Grinnell LP  
Signature: SC  
Print Name: SCOTT RHEAUME  
Title: DISTRICT GENERAL MANAGER

### LEAD-PRODUCT(S) CERTIFICATION

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

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

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

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

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

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

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

Date:

11/22/15

Proper Name of Contractor:

Simax Simell LP

Signature:

Scott D'Amico

Print Name:

Title:

SCOTT D'AMICO

DISTRICT C. PROJECT MANAGER

EXHIBIT "A" ("SCOPE OF WORK")

(See Contractor's attached proposal)

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PLANS

WORK SPECIFICATIONS



**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: John Esposito  
 Phone: (510) 535-7049 EXT( ) Fax:

Project: Glenview ES - FACU Replacement  
 Customer Reference:  
 SimplexGrinnell Reference: 981349001  
 Date: 11/11/2014  
 Page 1 of 6

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

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

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
<b>4100ES FACU</b>				
4100ES				
1	4100-9111	4100ES PRECONFIG DOMESTIC 120V	2,892.40	2,892.40
1	4100-0632	UTILITY BLOC, 16 TERMINALS	75.97	75.97
1	4100-0634	POWER DISTRIBUTION MODULE 120V	168.34	168.34
1	4100-0636	BOX TO BOX HARNESS KIT	98.55	98.55
8	4100-1279	2 BLANK DISPLAY MODULE	9.27	74.16
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)	134.62	134.62
1	4100-2302	8 SLOT EXP BAY FILLER PANEL	108.15	108.15
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE	578.69	578.69
1	4100-5005	ZONE MODULE, 8 IDC, CLASS B	676.85	676.85
1	4100-5101	XPS POWER, 3 NACS, 120VAC	1,245.96	1,245.96
1	4100-6033	ALARM RELAY	262.55	262.55
1	4100-6052	EVENT/POINT REPORTING DACT	94.93	94.93
2	4100-6066	TFX LOOP INTERFACE CARD	909.04	1,818.08
1	41002153	INDICATOR ONLY 3 BAY GLASS		
1	41007905	FACTORY BUILT-MAIN CONFIGURED		
		Sundry Items - 4100ES FACU		
FREIGHT				317.46

SG Services

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





Project: Glenview ES - FACU Replacement  
 Customer Reference:  
 SimplexGrinnell Reference: 981349001  
 Date: 11/11/2014  
 Page 2 of 6

SimplexGrinnell Quotation

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
SG Services				
12	PM LAB	PROJECT/CONSTRUCTION MGMT	95.00	1,140.00
2	PREP LAB	WAREHOUSE HANDLING LABOR	55.00	110.00
16	TECH LAB	TECHNICAL LABOR	140.00	2,240.00
12	CAD LAB	BASIC RISER DIAGRAM CREATION	95.00	1,140.00
20	COMM LAB	COMM SYS INSTALLER LABOR	120.00	2,400.00
Materials				
Materials				
1	4100-9934	AUTOCALL KIT 10MOD 6IN GLASSDR	2,337.00	2,337.00
2	2081-9276	BATTERY 33AH	82.93	165.86
1	DPIM	INSTALLATION MATERIALS	250.00	250.00
Sundry Items - Materials				
FREIGHT				108.04

Total net selling price, FOB shipping point, \$18,437.61

Comments

Scope of Work:

Parallel system during re-construction

- Replace the existing Autocall TFX-500 fire alarm control unit that has had a history of troubles with a new 4100ES fire alarm control unit retrofit kit at Glenview ES.
- Create a one page panel detail for the new FACU along with a partial riser diagram noting a basic summary of the connected field devices for OUSD and AON FPE 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 existing field devices.
- SG technician shall perform the retrofit replacement of the FACU including the equipment installation and all necessary terminations.
- SG technician shall perform pre-testing of the new FACU with the assistance of a B&G technician and AON FPE if needed after the panel is powered up and programmed for operation.
- Assist in final testing of 100% of the fire alarm system devices with AON FPE & District representatives.
- SG technician to conduct (2) 4 hour training sessions during regular business hours for site staff on the operation of the new FACU.

Clarifications:

- We are working under the assumption that the overall cost of this project falls under the maximum cost threshold that would need DSA approval for this scope of work; as such, the labor/materials/project coordination needed for the creation of product submittals and project submission/signoff by DSA and/or an IOR are not included in this proposal.
- This proposal is based on a schedule/phasing of work agreed on by all parties prior to the start of work commencing onsite.



Project: Glenview ES - FACU Replacement  
Customer Reference:  
SimplexGrinnell Reference: 981349001  
Date: 11/11/2014  
Page 3 of 6

## SimplexGrinnell Quotation

### Comments (continued)

- An NFPA 72 Completion Form for Pre & Final tests is not part of this proposal as this is a non-DSA project; AON FPE will be acting as the IOR on behalf of OUSD for system modification and testing signoff.
- This is a head end upgrade for service purposes only, all field devices shall remain as-is.
- The existing Autocall backbox and dedicated 120VAC power for the FACU shall be reused; salvage/disposal of the removed Autocall FACU internals shall be handled by OUSD B&G.
- Existing conduit and field wiring are to be reused; SimplexGrinnell is not responsible for the condition of the field wiring or the field devices; if additional repairs or field device replacements are needed, a separate quote will be issued for approval prior to making the repairs.
- Existing phone lines and dialer equipment/setup shall remain as-is for system monitoring.
- Intrusion equipment is not included in this proposal.
- Patching and painting shall be done by others.

### Exclusions:

- DSA permitting/approval
- 11<sup>th</sup> month warranty testing.
- Pre-test of the existing system.
- Condition/function of the existing fire alarm system during the project.
- Providing pullstrings.
- Providing new dedicated 120V AC power.
- Fees for IOR and/or consultant inspections.
- **Fire 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 Name:  
Glenview ES FACU Replacement  
OUSd Project No.: 13134

**MEETING NOTES**

To: Attendees

Date: January 9, 2015

From: Wil Newby

Re: Scope of Work Meeting – 1/6/15

Cc:

Attendees: Wil Newby (OUSD); Chelsea Toller (OUSD – GES); Andrew Milne (SimplexGrinnell)

The FACU replacement has been recommended to occur prior to reconstruction by Buildings & Grounds to ensure system integrity through the 2015-2016 school years. Following is a summary of the work items that have been identified and to be included in the Scope of work for the Fire Alarm Control Unit replacement project.

- Replace the existing Autocall TFX-500 fire alarm control unit that has had a history of troubles with a new 4100ES fire alarm control unit retrofit kit at Glenview ES.
- Create a 1-page panel detail for the new FACU along with a partial riser diagram noting basic summary of the connected field devices for OUSD and AON FPE 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 existing field devices.
- SG technician shall perform the retrofit replacement of the FACU including the equipment installation and all necessary terminations.
- SG technician shall perform pre-testing of the new FACU with the assistance of a B&G technician and AON FPE if needed after the panel is powered up and programmed for operation.
- Assist in final testing of 100% of the fire alarm system devices with AON FPE & District representatives.
- SG technician to conduct (2) 4-hour training sessions during regular business hours for site staff on the operation of the new FACU.

**General:**

The proposed scope of work is based on a schedule/phasing of work agreed upon by all parties prior to the start of work commencing onsite. Spring Recess is from April 6, 2015 through April 10, 2015.

Please confirm as to the possibility of completing the work described herein during the upcoming Spring Recess. We will also need to provide full access to the site including all rooms, closets, mechanical rooms, etc. prior to site arrival during this week.

Thank you for your attention to this matter.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA Inc. POLICY NUMBER		NAMED 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 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 agents, representatives, employees, trustees, officers, consultants, 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®/m.Certificates®  
 Business Process Automation for Risk Management, Insurance, and Trade Finance  
 To learn what EXIGIS can do for your business visit [exigis.com](http://exigis.com) or call 800.928.1863

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

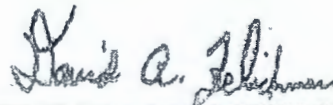
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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



Authorized Agent

POLICY NUMBER: HDO G27337818

Endorsement Number: 2

COMMERCIAL GENERAL LIABILITY  
CG 20 15 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All vendors of the Named Insured	All of your products.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

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

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

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

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



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 INSURED

Named Insured Tyco International Management Company, LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H08828382	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.



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.

  
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 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.

**Named Insured:** Tyco International Management Company, LLC

**Endorsement Effective Date:**

### SCHEDULE

**Name(s) Of Person(s) Or Organization(s):**

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 **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

  
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 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: <b>WLR</b> Number: <b>C48018737</b>
Policy Period <b>10-01-2014 TO 10-01-2015</b>	Effective Date of Endorsement <b>10-01-2014</b>
Issued By (Name of Insurance Company) <b>ACE AMERICAN INSURANCE COMPANY</b>	
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

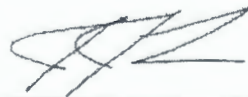
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

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.

  
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Authorized Agent



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

### Project Information

Project Name	Glenview Elementary School New Construction	Site	119
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### Basic Directions

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

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

Contractor Name	Simplex Grinnell	Agency's Contact	Andrew Milne		
OUSD Vendor ID #	1015439	Title	Project Manager		
Street Address	6952 Preston Avenue	City	Livermore	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 #	13134				

### Term

Date Work Will Begin	3-11-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	6-15-2015
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### Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$18,437.61
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

### Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6215	\$18,437.61

### Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management	Signature	Date Approved	11/6/15	
2.	General Counsel, Department of Facilities Planning and Management	Signature	Date Approved	2-5-15	
3.	Deputy Chief, Facilities Planning and Management	Signature	Date Approved	4/5/15	
4.	Chief Operations Officer, Board of Education	Signature	Date Approved	2/17/15	
5.	President, Board of Education	Signature	Date Approved		



## AMENDMENT NO. 3 , INDEPENDENT CONTRACT ROUTING FORM

Project Information			
Project Name	Glenview Elementary School – New Construction	Site	119
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	10-1-2016		
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 #	13134				

Term			
Date Work Will Begin	3-11-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	8-30-2016

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$26,712.96
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 4,405.35
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
9350	Measure J	1199905820	6215	\$4,405.00

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