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Committee	Facilities
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Enactment Number	13-2574
Enactment Date	12/11/13 <i>ESH</i>

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary of the Board
 By: Vernon Hal, Deputy Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date December 11, 2013

Subject Independent Consultant Agreement for Professional Services - Simplex Grinnell - District-wide Fire Alarm Maintenance Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Maintenance Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$800,000.00. The term of this Agreement shall commence on December 11, 2013 and shall conclude no later than December 31, 2014.

Background In order to assist the District's fire alarm department in the maintaining of the District's fire alarm systems throughout the District including annual tests of each system, a new contract for the 2014 year is required.

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 Maintenance Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$800,000.00. The term of this Agreement shall commence on December 11, 2013 and shall conclude no later than December 31, 2014.

Fiscal Impact

Developer Fee Fund

Attachments

- Independent Consultant Agreement including scope of work

2013 NOV 20 11 A 9:22

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

District-wide Fire Alarm Maintenance Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **4th day of November, 2013** by and between the Oakland Unified School District, Oakland, California ("District") and **Simplex Grinnell** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

The scope of the project is to provide fire alarm repairs and supplementing District's fire alarm maintenance technicians in maintaining the District's fire alarm system.

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

The contract will commence December 11, 2013 and conclude no later than December 31, 2014.

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

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight hundred thousand dollars and no cents (\$800,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **[Reserved]**
10. **[Reserved]**
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause By Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause By District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.3.1. material violation of this Agreement by the Consultant; or
 - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement.

14. **Insurance.**

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

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

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

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

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

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

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

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

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An

endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

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

15. **Assignment.** Consultant reserves the right to assign to a successor entity of Consultant as part of an internal reorganization of Consultant which results in Consultant being organized in a different legal entity or corporate form, where through conversion, merger, or otherwise. Only with prior written notice to District.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

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

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.

21. **[Reserved]**

22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all District contracts. Consultant shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local and/or small local resident business participation. The requirement may be wholly satisfied by a City

of Oakland certified business. Business entities must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent participation requirement. Please refer to the District's S/SL/SLRBE Policy; a copy can be obtained for the OUSD website: www.ousd.k12.ca.us

23. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, Consultant and District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall Consultant or District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. "This obligation shall not apply to any information (1) in the public domain, (b) already in the Consultant's possession free of any confidentiality agreement and not obtained from the District, (c) provided to the Consultant from a third party free of any confidentiality obligation and not obtained from the District, or (d) independently developed."
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

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

Consultant:

Andrew Milne
Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94551

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

- 28. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 29. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 30. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 31. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 35. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 36. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 37. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 38. Consultant** warrants that it has the qualifications and the skills to perform its obligations hereunder and its workmanship shall be performed in a professional workmanlike manner and material furnished under this agreement shall be new, of good quality, and free from defects for one (1) year from the date of furnishing. Where Consultant provides product or equipment of others, Consultant will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AND CONSULTANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MECHANTABILITY OR FITNESS FOR A PARTICULAR**

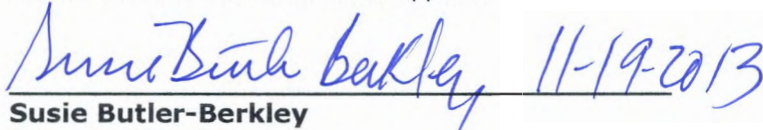
PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREIN.

Consultant shall not be responsible for abatement and/or removal and disposal of hazardous or asbestos-containing materials. Should any hazardous materials be encountered at any time, Consultant shall immediately stop all work until such hazardous or unsafe condition is rectified and the District so notifies Consultant in writing that work can safely be resumed, based on test conducted by a licensed testing organization. Timetables for delivery of Consultant products or services shall be adjusted appropriately for any associated delay.

Reciprocal Waiver of Claims (SAFETY Act). Certain of Consultants systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT_ under the Support Anti-terrorism by 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, Consultant and District 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.

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

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

 11-19-2013

Susie Butler-Berkley
Contract Analyst

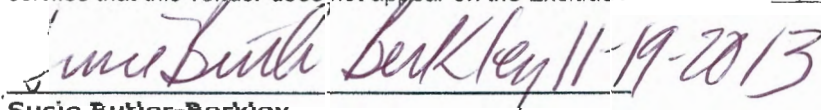
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Susie Butler-Berkley
Contract Analyst

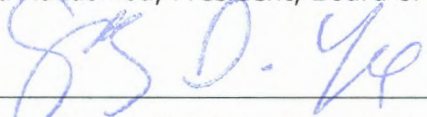
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



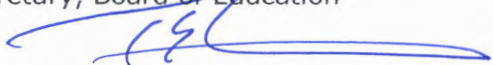
David Kakashiba, President, Board of Education

Date: 12/12/13



Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education

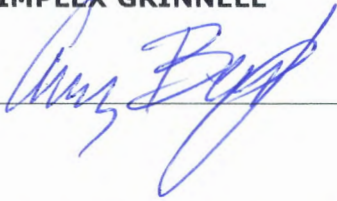
Date: 12/12/13



Timothy White, Associate Superintendent Facilities Planning and Management

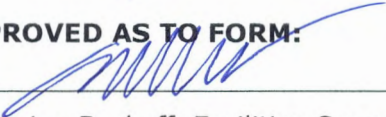
Date: _____

SIMPLEX GRINNELL



11-19-13

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 11.20.13

Information regarding Consultant:

Consultant: SimplexGrinnell LP
License No.: 986047
Address: 6952 Preston Ave, Suite A
LIVERMORE, CA 94551
Telephone: 925-273-0100
Facsimile: 925-273-0120
E-Mail: am@simplexgrinnell.com

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.

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 11-19-13

Proper Name of Consultant: SimplexGrinnell LP

Signature: *Andy Bernot*

Print Name: ANDY BERNOT

Title: REGIONAL MANAGER

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

That I am a representative of the Consultant currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

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

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

Name: _____

Title: _____

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

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

Date: 11-19-13

Proper Name of Consultant: Simplex GRINNELL LP

Signature: Andy Bernot

Print Name: ANDY BERNOT

Title: REGIONAL MANAGER

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: 11-19-13

Proper Name of Consultant: SimplexGrinnell LP

Signature: *Andy BERT*

Print Name: Andy BERT

Title: Regional Manager

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM SIMPLEX GRINNELL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2013

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	<table border="1" style="width: 100%;"> <tr> <td colspan="2">CONTACT NAME: Bhavna Chauhan</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (212) 345-8735</td> <td>FAX (A/C, No): (212) 948-8852</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Please see bottom of 2nd page</td> </tr> </table>	CONTACT NAME: Bhavna Chauhan		PHONE (A/C, No, Ext): (212) 345-8735	FAX (A/C, No): (212) 948-8852	E-MAIL ADDRESS: Please see bottom of 2nd page	
CONTACT NAME: Bhavna Chauhan							
PHONE (A/C, No, Ext): (212) 345-8735	FAX (A/C, No): (212) 948-8852						
E-MAIL ADDRESS: Please see bottom of 2nd page							
INSURED SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of North America	43575
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INSURER B: Indemnity Insurance Company of North America	43575						

COVERAGES CERTIFICATE NUMBER: 1215172 - A REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		HDO G27326699 (Primary GL)	10/1/2013	10/1/2014	<table border="1" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000.00</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000.00</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000.00</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000.00</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	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		\$
EACH OCCURRENCE	\$ 2,000,000.00																				
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	\$																				
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A A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SCF C47323526 (WI only) WLR C47323484 (CA, MA) WLR C47323447 (All Other States)	10/1/2013 10/1/2013 10/1/2013	10/1/2014 10/1/2014 10/1/2014	<table border="1" style="width: 100%;"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td><input type="checkbox"/> OTH-ER</td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	\$	<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				
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E.L. DISEASE - POLICY LIMIT	\$ 2,000,000.00																				

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

Project: Oakland Unified School District Fire Alarm Maintenance Services for the Divison of Facilities, Planning and Management Project.

Please refer to attached ACORD 101 for further remarks.

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

AGENCY Marsh USA Inc.	NAMED INSURED SimplexGrinnell LP
POLICY NUMBER	6952 PRESTON AVENUE LIVERMORE, CA 94551
CARRIER	United States 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 advance 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: The District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers

Additional Language or Endorsements: Professional Liability (E&O) is included under the General Liability policy.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:
 ELAINE KELLY (Email: 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 or call 800.928.1963



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2013

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

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PRODUCER THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE, SUITE 1050 Boston, MA 02116-4101	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Tyco International Management Company, LLC including subsidiary: SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States	INSURER C: ACE Property & Casualty Insurance Co	NAIC # 20699

COVERAGES **CERTIFICATE NUMBER:** 1215172 - B **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG27052563	10/1/2013	10/1/2014	EACH OCCURRENCE \$ AGGREGATE \$ UMBRELLA(OCC/AGG)(xs \$7.5M Per Occ) \$5,500,000.00 WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						

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

CERTIFICATE HOLDER Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 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 6
Policy Symbol HDO	Policy Number G27326699	Policy Period 10/01/2013 TO 10/01/2014	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.

POLICY NUMBER: HDO G27326699

Endorsement Number: 3

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies Insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional Insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Tyco International Management Company, LLC			Endorsement Number 3
Policy Symbol ISA	Policy Number H0872264A	Policy Period 10/01/2013 TO 10/01/2014	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

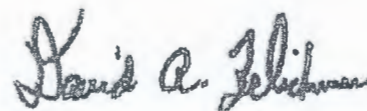
Organization

Additional Insured Endorsement

(If no information is filed 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

POLICY NUMBER: ISA H0872264A

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 G27326699

Endorsement Number: 5

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

<p>Name Of Person Or Organization: Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.</p>

<p>information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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: C47323447
Policy Period 10-01-2013 TO 10-01-2014	Effective Date of Endorsement 10-01-2013
Issued By (Name of Insurance Company) INDEMNITY INSURANCE COMPANY 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 Period 10-01-2013 TO 10-01-2014	Policy Number Symbol: WLR Number: C47323447
Issued By (Name of Insurance Company) INDEMNITY INSURANCE COMPANY OF NORTH AMERICA	Effective Date of Endorsement 10-01-2013
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:



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: C47323447
Policy Period 10-01-2013 TO 10-01-2014	Effective Date of Endorsement 10-01-2013
Issued By (Name of Insurance Company) INDEMNITY INSURANCE COMPANY OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

UTAH WAIVER OF SUBROGATION ENDORSEMENT

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

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

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

Schedule

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



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC 9 ROSZEL ROAD PRINCETON, NJ 08540	Endorsement Number
Policy Period 10-01-2013 TO 10-01-2014	Policy Number Symbol: WLR Number: C47323484
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 10-01-2013
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 Period 10-01-2013 TO 10-01-2014	Policy Number Symbol: WLR Number: C47323484
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 10-01-2013
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

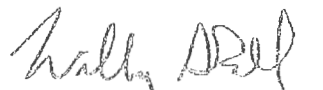
1. () Specific Waiver
Name of person or organization:

- (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: C47323526
Policy Period 10-01-2013 TO 10-01-2014	Effective Date of Endorsement 10-01-2013
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

EXHIBIT A

10/29/2013

John Esposito/Tammara Cappellano
Oakland Unified School District
Buildings & Grounds Department
955 High Street
Oakland, CA 94601-4404

SUBJECT: \$800,000.00 District Wide Fire Alarm Maintenance Project - 2014
Rev. 3

Dear Tammara/John,

SimplexGrinnell is pleased to offer the following discounted rates for the District Wide Service Agreement for calendar year 2014 effective November 1st, 2013 until December 31st, 2014. Please review the following rates and discounts which have been kept in place from the previous Master Service Agreement:

- **Material**
 - 35% Discount off list price for replacement Simplex material.
 - 35% Discount off list price for parts needed for service calls and time & material work (Simplex material only).
 - List Price documentation shall be submitted February 1st each year. The list price commitment will be good through January 31st of the following year.
 - Bulk materials mark up: 15% over SimplexGrinnell cost.

- **Labor**
 - The following are the Labor Rate categories that work performed will be billed under for the purposes of this contract which coincide with the Prevailing Wage Rate Categories designated by the County of Alameda. The rates are listed below in the Labor Rate Table.
 - A&D Technician Labor Rate – Comm System Installer Designation
 - Defined as all work on software based systems not involving installation of conduit. Includes technical work on clock/PA/phone and security systems.
 - A&D Technician Labor Rate – Inside Wireman Designation
 - Defined as all work involving installation of conduit/back-boxes.
 - Fire Sprinkler Fitter Labor Rate
 - Service and repair work involving sprinkler systems and 5-Year sprinkler system certification inspections
 - Fire Alarm/Fire Sprinkler Design Labor Rate
 - CAD and engineering labor for fire alarm or fire sprinkler systems.
 - Fire Alarm/Fire Sprinkler Inspector
 - Used for annual inspections of fire alarm systems and sprinkler systems.

10/29/2013

John Esposito/Tammara Cappellano

Oakland Unified School District

SUBJECT: District Wide Service Agreement for 2014 - Rev. 3

Labor Rate Per Man Hour Table – (Rates by Year)

Labor Category	Year 2011	Year 2012	Year 2013	Year 2014
Comm Sys Installer	\$120.00	\$120.00	\$120.00	\$120.00
Inside Wireman	\$140.00	\$140.00	\$140.00	\$140.00
Sprinkler Technician	\$140.00	\$140.00	\$140.00	\$140.00
Designer	\$95.00	\$95.00	\$95.00	\$95.00
Inspections	\$95.00	\$95.00	\$95.00	\$95.00

- Equipment Rental
 - Reduction in rate from cost + 25% (overhead & profit) to cost + 20%.
- Minimum Service Call Charge
 - The minimum service charge on any call shall be a 2 hour minimum (reduced from 3.5 hour minimum). This includes weekend and overtime periods.
- Normal Working Hours
 - Under the provisions of this new contract, the normal working hours for SimplexGrinnell shall be Monday-Friday 7:00 am to 3:30pm. Overtime, double time and Holiday pay shall be billed per the requirements of Alameda prevailing wage. Overtime work shall be billed at 1.5 times the base rate listed above.
 - When work is to be completed on consecutive days after hours (minimum 5 days), work will be performed on a shift differential. The differential will increase the pay rate, and subsequent bill rate by 15% for each labor category.
- All work shall be completed and billed under a time and material basis. After site survey by the SimplexGrinnell Sales Rep, quotations shall be submitted in a Not-to-Exceed format.
- Written dailies shall be used for back-up and billing. The SimplexGrinnell technicians shall be required to sign-in and date their time on the sign-in sheets at each school and sign out at the end of the day. The dailies should never be signed by a site administrator. All signatures for approval/review of time will come from B&G representatives. All dailies will require the SimplexGrinnell technician's signature(s) as well.
- All software changes shall be provided to OUSD via email, for the work performed under this contract immediately upon completion of each project, in addition to an updated program disk being left in the panel on-site.
- As part of this agreement, the SimplexGrinnell lead technician for the district wide service work shall receive a grand-master set of keys for the district.
- **Design**
 - Support architectural firms/electrical engineers/fire protection consultants in design before DSA submittal.
 - SimplexGrinnell shall not charge the district for this assistance in pre-design. SimplexGrinnell will help with suggestions for device placement, voltage drop calculations, device interactivity, DSA code compliance, etc.
 - Support District's peer review process.
 - SimplexGrinnell will review drawings that are in the pre-DSA submittal design phase while Schirmer Engineering completes their review. SimplexGrinnell shall submit these comments and drawing mark-ups to Schirmer Engineering for

10/29/2013

John Esposito/Tammara Cappellano

Oakland Unified School District

SUBJECT: District Wide Service Agreement for 2014 - Rev. 3

incorporation into their final comment letter which is then sent to the designer of record.

- **Training**
 - Provide off-site programming/service training for 4100U/ES equipment for district fire alarm technicians, should the District so choose.
 - The training for (2) OUSD technicians took place in 2006. OUSD was responsible for travel and lodging expenses for said training. This service shall be provided again in calendar year 2014 for (1) OUSD technician should the district so choose.
 - OUSD shall be notified of additional training opportunities for district employees throughout the span of the contract. OUSD shall have the opportunity to receive additional training for any and all product line that is still supported at SimplexGrinnell's cost for said services (minus travel/lodging as noted above).
- **Technician Team**
 - OUSD will be provided with a dedicated team of 2 technicians to increase productivity, consistency, and reliability. A lead technician will be assigned to the account. This lead will have (2) back-ups and be able to bring other members of the team if needed.

Please feel free to contact me directly should you have any questions.

Thank you again for providing **SimplexGrinnell** the opportunity to service your fire protection needs.

Sincerely,

Andrew Milne

Tyco Fire & Security

SimplexGrinnell

San Francisco District

Direct: 925-273-1205

Fax: 925-273-0120

Mobile: 925-519-6551

amilne@simplexgrinnell.com

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	District-wide Fire Alarm Maintenance	Site	District-wide
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 #	I015439	Title	Project Manager		
Street Address	6952 Preston Avenue	City	Livermore	State	CA Zip 94551
Telephone	925-273-1217	Policy Expires	10-1-2014		
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 #	03055				

Term			
Date Work Will Begin	12-11-2013	Date Work Will End By (not more than 5 years from start date)	12-31-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$800,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
0000	Developer Fee Fund	9289000890	6215	\$800,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
1.	Division Head	Phone	510-535-7081	Fax 510-535-7082
	Director, Facilities Planning and Management			
	Signature	Date Approved 11/19/13		
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved 11.20.13		
	Associate Superintendent, Facilities Planning and Management			
3.	Signature			
	Deputy Superintendent, Business Operations			
4.	Signature			
	President, Board of Education			
5.	Signature			
	Date Approved			