

Board Office Use: Legislative File Info.	
File ID Number	12-2717
Committee	Facilities
Introduction Date	11-14-2012
Enactment Number	12-2857
Enactment Date	11-14-12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date October 24, 2012

Subject Amendment No. 1, Independent Contractor Agreement for Professional Services - Simplex Grinnell- Highland New Classroom Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with Simplex Grinnell for Fire Alarm Supervision Services on behalf of the District at Highland New Classroom Building, in an amount not-to exceed \$7,840.00 increasing previous contract amount from \$12,960.00 to a not to exceed amount of \$20,800.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Simplex Grinnell need additional funding to complete the Highland New Classroom Building project.

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 Amendment No. 1, Independent Contractor Agreement for Professional Services with Simplex Grinnell for Fire Alarm Supervision Services on behalf of the District at Highland New Classroom Building, in an amount not-to exceed \$7,840.00 increasing previous contract amount from \$12,960.00 to a not to exceed amount of \$20,800.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

Measure B

Attachments

- Independent Contractors Agreement including scope of work



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

File ID Number: 12-2717
 Introduction Date: 11-14-12
 Enactment Number: 12-2857
 Enactment Date: 11-14-12
 By:

**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 **April 27, 2011**, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. **The scope of work has changed.**
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to provide additional supervision to the electrical contractor and/or low voltage installer of the fire alarm system during the construction period. This includes one Simplex technician for 2 days a week, in 2-8 hour increments. This contract is not to exceed \$7,840.00 based on 56 hours at \$140.00/hour.

2. **Terms (duration):** **The term of the contract is unchanged.** The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

3. **Compensation:** The contract price is unchanged. **The contract price has changed.**
If the compensation is changed: The contract price is amended by
 Increase of \$7,840.00 to original contract amount
 Decrease of \$ _____ to original contract amount
 and the new contract total is **Twenty thousand, eight hundred dollars and no cents (\$20,800.00)**

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

CONTRACTOR

Jody London
 Jody London, President, Board of Education

11/15/12
 Date

[Signature]
 Contractor Signature

9/11/12
 Date

[Signature]
 Edgar Rakestraw, Jr., Secretary
 Board of Education

11/15/12
 Date
 Date

Print Name, Title **Jeff Benoit**
Branch Manager
San Francisco Region

[Signature]
 Timothy White, Associate Superintendent
 Facilities, Planning and Management

Date

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Seven thousand, eight hundred forty dollars and no cents (\$7,840.00)

Description of Services to be Provided

Simplex Grinnell will provide a maximum of 56 hours of services at a rate of \$140.00 per hour for a total not to exceed **Seven thousand, eight hundred dollars and no cents (\$7,840.00)**.

1. Description of Services to be Provided

Provide additional fire alarm installation supervision.

2. Specific Outcomes:

Life safety issues are very important in the design of school buildings and this will address the issue.

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

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

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

Susie Butler-Berkley
Contract Analyst

Exhibit A

tyco

Fire &
Security

SimplexGrinnell

June 26, 2012

via Electronic Format

Eric Sih

Oakland Unified School District
Facilities Planning & Management
955 High Street
Oakland, CA 94601

REFERENCE: **Highland Elementary School New Building Project**
OUSD # 06009

SUBJECT: **Fire Alarm Installation Supervision Contract**

Dear Eric,

As discussed SimplexGrinnell proposes an additional (56) Hours of Labor Supervision on straight time at \$140/Hr on a Time and Materials, **NOT TO EXCEED** contract amount of **\$7,840.00** to see this project thru to completion, specific to the Main Rise Building.

We are nearing the current supervision contract maximum amount of \$12,960.00 for work commencing 04/28/2011 and anticipate the need for additional labor hours to support the remaining installation as it relates to the fire alarm system.

Labor extended to date includes Tech support as requested by both Eclipse Electric and Digital Design & Communications during wire pulling phases, device rough-in as well as during termination/configuration of the Fire Alarm devices and overall field progress to ensure the requirements of the project specification and OUSD standards are being met. All future support shall be tracked via field ISA reports, as is standard operating procedure, on a daily basis and included in future progress invoicing.

Should this proposal meet your approvals, kindly sign and return a copy to my attention along with a new purchase agreement in the amount of **\$7,840.00** or a modified purchase agreement reflecting the addition of said amount to the existing agreement.

Feel free to contact me should you have any questions or require additional information.

Sincerely,
SIMPLEXGRINNELL

CHRISTY SLAVIN
Project Manager

P: (925) 273-1224
F: (925) 273-0121
cslavin@simplexgrinnell.com

Approved By: _____ **Date:** _____

Name & Title: _____

Eric Sih

From: Slavin, Christy <cslavin@simplexgrinnell.com>
Sent: Tuesday, June 26, 2012 12:07 PM
To: Eric Sih
Cc: Tilbury, Shobo
Subject: OUSD Highland ES New Classroom 955340201
Attachments: Supervision_CO_6_26_12.zip

Hi Eric – Per Shobo’s request attached is a proposal for additional supervision labor hours for your review/approval.
Sincerely,

Christy Slavin | Project Manager
SimplexGrinnell, A Tyco International Company
6952 Preston Ave., Livermore, CA 94551 United States
Tel: +1-925-273-0100 | Direct Line: +1-925-273-1224 | Fax Number: +1-925-273-0120
cslavin@simplexgrinnell.com

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Board Office Use: Legislative File Info.	
File ID Number	11-0927
Committee	Facilities
Introduction Date	04-19-2011
Enactment Number	11-0718
Enactment Date	4-27-11/JS



OAKLAND UNIFIED
SCHOOL DISTRICT

DRIVING SUCCESS

Memo

To Board of Education
From Tony Smith, Ed.D., Superintendent
 Timothy White, Assistant Superintendent, Facilities Planning and Management
Board Meeting Date 04-27-2011
Subject Professional Services Contract - SimplexGrinnell - Highland New Classroom Building Fire Alarm Project

Action Requested Approval by the Board of Education for a Professional Services Agreement with SimplexGrinnell for the supervision of the alarm system services on behalf of the District at Highland New Classroom Building Fire Alarm Project, in an amount not-to-exceed \$ 12,960.00. The term of this Agreement shall commence on April 28, 2011 and shall conclude no later than December 31, 2012.

Background OUSD Highland New Classroom Building Fire Alarm Project.

Local Business Participation Percentage 00.00% (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 for a Professional Services Agreement with SimplexGrinnell for the supervision of the alarm system services on behalf of the District at Highland New Classroom Building Fire Alarm Project, in an amount not-to-exceed \$ 12,960.00. The term of this Agreement shall commence on April 28, 2011 and shall conclude no later than December 31, 2012.

Fiscal Impact

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

Attachments

- Professional Services Contract including scope of work

Key Code:

1269901833-6265



**OAKLAND UNIFIED
SCHOOL DISTRICT**

PROFESSIONAL SERVICES FACILITIES CONTRACT

This Agreement is entered into between the Oakland Unified School District (OUSD) and SimplexGrinnell. OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 04/28/2011. The work shall be completed no later than 12/31/2012.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twelve Thousand, Nine Hundred and Sixty Dollars and no cents (\$ 12,960.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A

Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD 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

5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except: N/A

6. **CONTRACTOR Qualifications / Performance of Services.**

- a. **CONTRACTOR Qualifications.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- b. **Standard of Care.** CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR'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.

7. **Notices/Invoicing:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Timothy White
 Site /Dept.: Facilities Planning and Management
 Address: 955 High Street
Oakland, CA 947601
 Phone: (510)879-3664

CONTRACTOR:

Name: Andrew Miller for SimplexGrinnell
 Title: Project Manager
 Address: 6952 Preston Avenue
Livermore, CA 94551
 Phone: (925)273-1217

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered

Professional Services Contract

officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a twenty percent (20%) minimum participation requirement for all professional service contracts over the informal bidding threshold (Public Contract Code Section 20111). Contractors 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. A copy of the District's S/SL/SLRBE Policy can be obtained for the OUSD website: www.ousd.k12.ca.us
- a. For purposes of establishing a threshold for determining the application of the L/SL/SLRBE Program only, informal professional service contracts are valued at or under the current year's threshold pursuant to Public Contract Code Section 20111. (For 2009 the threshold is \$76,700, subject to change in 2010). All professional services contracts below the current threshold must include outreach to certified local firms such that a minimum of three local firms are included in the solicitation.
 - b. In light of the twenty percent L/SL/SLRBE participation requirement for formally bid professional service contracts, good faith effort documentation is not necessary.
 - c. Upon satisfying the twenty percent requirement, a Contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to fifty percent participation of the total contract dollars attributable to local certified firms.
 - d. *Joint Venture and Mentor Protégé Agreements.* If a professional services contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified SLBE or SLRBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval by proposal due date for professional services contracts. Joint Venture Applications and elements of a District approved Mentor Protégé relation are available upon request.
10. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: NIA

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

11. Insurance:

11.1 Without in any way limiting CONTRACTOR's liability under any other section of this Agreement, CONTRACTOR will maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

11.1.1 Workers' Compensation Employers' Liability limits not less than each \$1,000,000 each accident, per disease, and aggregate. CONTRACTOR's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event CONTRACTOR is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

11.1.2 CONTRACTOR's right to self-insure is subject to approval by the District. As a condition to such approval, CONTRACTOR shall submit to the District evidence that CONTRACTOR maintains sufficient financial resources for said self-insurance.

11.1.3 Commercial General Liability Insurance or Business Owners Policy with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. This liability insurance shall include but shall not be limited to protection against claims arising from bodily and personal injury (including death resulting therefrom) and damage to property resulting from CONTRACTOR's or subcontractor's or sub-CONTRACTOR's operations.

11.1.4 Comprehensive or Business Owners Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable.

11.2 General Liability and Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1 Name as Additional Insured District, its Directors, Officers, Employees, Agents, and Representatives.

11.2.2 That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 All policies shall be endorsed to provide thirty (30) days' advance written notice to District of cancellation, non-renewal or reduction in coverage, and certificates of all policies and endorsements shall be mailed to the following address:

Timothy E. White, Assistant Superintendent
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street
Oakland, California 94601

11.4 Insurance shall be provided by an admitted California insurance company with a current Best's Key Rating of A minus (A-) or better. Should any of the required insurance be provided under a claims-made form, CONTRACTOR shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.6 Certificates of insurance evidencing all coverage's above shall be furnished to District before commencing any operations under this Agreement, with complete copies of policies promptly upon District request. Approval of the insurance by District shall not relieve or decrease the liability of CONTRACTOR hereunder.

11.7 District may, at its sole option, terminate this Agreement immediately, without notice to CONTRACTOR and without opportunity to cure the default, in the event of any lapse of required insurance coverage. District may, at its sole option, secure sufficient insurance coverage to replace any required insurance coverage, which has lapsed, and CONTRACTOR hereby acknowledges its liability to reimburse District for all costs associated with such replacement insurance coverage. CONTRACTOR shall be responsible for any and all uninsured losses.

11.8 If CONTRACTOR is an association, joint venture or partnership, the association, joint venture or partnership shall be insured by any one of the following methods:

10.8.1 Separate insurance policies issued with the association, joint venture or partnership as named insured; All insurance policies required by this Agreement of one of the participants to include the association, joint venture or partnership as named insured; The association, joint venture or partnership must be a named insured on all of the policies required by this Agreement.

12. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
13. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
14. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
15. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
16. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from:

Professional Services Contract

- a. any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement ;
 - b. CONTRACTOR shall indemnify, defend, and hold District, its directors, officers, agents, employees and representatives harmless from and against all claims, demands and judgments of any description arising out of or alleged to have arisen out of performance or nonperformance of the services under this Agreement to the extent that such claims, demands and judgments are the result of any error, omission or negligent act of CONTRACTOR or any person employed or agent engaged by CONTRACTOR.
 - c. CONTRACTOR shall place in its sub contracting / sub-consulting agreements and cause its sub-contractors / sub-CONTRACTORS to agree to indemnities, defense and insurance obligations in the exact form and substance of those contained herein, each naming the District as an additional beneficiary or insured.
17. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
18. **Suspension of Work:** District may, without cause, order CONTRACTOR, in writing, to suspend, delay or interrupt the Work, for such periods of time as District may determine, in its sole discretion. Suspension shall be effected by delivery to CONTRACTOR of notice of suspension specifying the extent to which performance of the Work under the Agreement is suspended, and the date upon which suspension becomes effective, which shall be no less than seven (7) calendar days from the date the notice of suspension is delivered.
19. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
20. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
21. **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.
22. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
- a. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
23. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD'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 OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR 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.
25. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

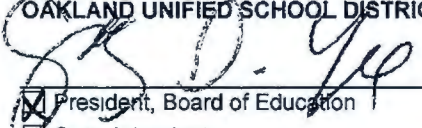
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

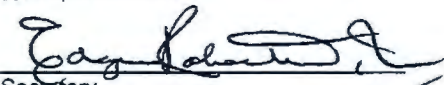
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD of this information.


Professional Services Contract

- 26. **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.
- 27. **Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This Agreement shall be performed in Oakland, CA and is governed by the laws of the State of California.
- 28. **Approval:** This Agreement is not effective and no payment shall be made to CONTRACTOR until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.
- 29. **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 given the proper authority and empowered to enter into this Agreement.
- 30. **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.
- 31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

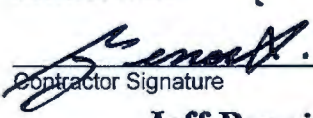
OAKLAND UNIFIED SCHOOL DISTRICT

 4/28/11
 President, Board of Education Date
 Superintendent

 4/28/11
 Secretary, Board of Education Date

 _____
 Assistant Superintendent, Date
 Department of Facilities Planning and Management

CONTRACTOR

 3.30.11
 Contractor Signature Date

Jeff Benoit
 Print Name Branch Manager
 San Francisco Region

File ID Number: 11-0827
 Introduction Date: 4-19-11
 Enactment Number: 11-0718
 Enactment Date: 4-28-11
 By: AS

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is made part of this Agreement.

SCOPE OF WORK

Contractor Name: SimplexGrinnell

Billing Rate: Twelve Thousand, Nine Hundred and Sixty Dollars and no cents (\$ 12,960.00)

Description of Services to be Provided

The scope of the project is to provide supervision to the electrical contractor and/or low voltage installer of the fire alarm system during the construction period. This includes one Simplex technician for 2 days a week, in 2-8 hour increments. This contract is a not to exceed amount of \$12,960.00, based on 96 hours at \$135/hour.

The attached quotation is incorporated into the contract to the extent that it is subordinate to and not inconsistent with the contract terms.



Fire &
Security

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

SimplexGrinnell

2/10/11

via email

REFERENCE:

Highland RISE Project
8521 A St, Oakland
Oakland Unified School District
c/o Kevin Newlon

SUBJECT:

Fire Alarm Installation Supervision

SimplexGrinnell is pleased to submit the following **NOT TO EXCEED** quotation in the amount of **\$12,960.00** for the listed products and services at above referenced location.

Pricing Breakdown:

▪ Simplex Technical Labor (Inside Wireman Wage Rate)		
○ 96 Hours at \$135.00 per hour	-	\$12,960.00
○ Total	-	\$12,960.00

Scope of Work:

1. Provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system during the following critical path periods:
 - Conduit Installation
 - Wire Pulling
 - Wire Continuity Review/Testing
 - Termination/Trimming of Devices
2. This proposal accounts for the presence of (1) technician during the above referenced phases during the construction schedule. The technician will be supervising installation (2) days a week in (2-8) hour increments, or as needed.
3. This work will be on a T&M basis, in a Not to Exceed format. Work will be tracked and costs submitted as the work progresses via signed daily reports from the technician responsible for the supervision.
4. Overtime work will be billed at time and a half, per the OUSD Service agreement.

Sincerely,

Andrew Miller
tyco Fire & Security
SimplexGrinnell
San Francisco District
Direct: 925-273-1583
Fax: 925-273-1503
andmiller@simplexgrinnell.com

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 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 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: Jeff Benoit

Title: Branch Manager

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 contract with the District pupils.

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2011

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

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

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

COVERAGES **CERTIFICATE NUMBER: 837270 - A** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Highland Rise Supervision, 8521 A Street, Oakland, CA

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: David Kory, Casualty Program Franklin H. Halllock Franklin Halllock, Global Marine Transit Program
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

REGARDING POLICIES OF INSURANCE:

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

REGARDING NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

This endorsement modifies the notice of cancellation of insurance provided hereunder:

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

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

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

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 ,its Officers, Directors, Employees, Agents and Representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

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

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT


This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

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

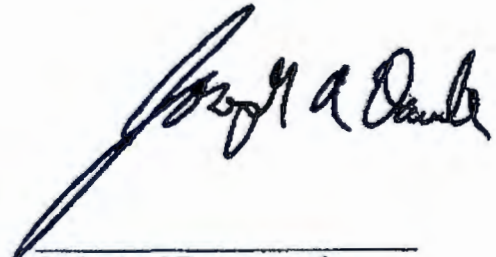
ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM

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

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



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

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

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

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

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

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

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



AUTHORIZED REPRESENTATIVE

PROFESSIONAL SERVICES CONTRACT ROUTING FORM

Project Information			
Project Name	Highland New Classroom Fire Alarm Project	Site	Highland Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information			
Contractor Name	SimplexGrinnell	Agency's Contact	Andrew Miller
OUSD Vendor ID #	1015439	Title	Sales Consultant
Street Address	6952 Preston Ave., Ste. A	City	Livermore State CA Zip 94551
Telephone	(925) 273-1583	Policy Expires	10-1-2011
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OUSD Project #	06009		

Term			
Date Work Will Begin	April 28, 2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	December 31, 2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$ 12,960.00
Pay Rate Per Hour (If Hourly)	\$	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 #	Resource Name	Org Key	Object Code	Amount
9901	GO Bond-Measure B	1269901833	6265	\$ 12,960.00
				\$

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	Charles Love	Phone	510-879-8389 Fax 510-879-3673
1.	Capital Program Contract & Accounting Manager			
	Signature	Date Approved	4-4-11	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	4.5.11	
3.	Assistant Superintendent, Facilities Planning and Management			
	Signature	Date Approved		
4.	President, Board of Education			
	Signature	Date Approved		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/27/2012

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

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

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Bhavna Chauhan PHONE (A/C, No, Ext): (212) 345-8735 FAX (A/C, No): (212) 948-8852 E-MAIL ADDRESS: Please see bottom of 2nd page													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Commerce & Industry Ins Co.</td> <td>19410</td> </tr> <tr> <td>INSURER B: Illinois National Insurance Co.</td> <td>23817</td> </tr> <tr> <td>INSURER C: Nat'l Union Fire Ins Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER D: New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Commerce & Industry Ins Co.	19410	INSURER B: Illinois National Insurance Co.	23817	INSURER C: Nat'l Union Fire Ins Co. of Pittsburgh, PA	19445	INSURER D: New Hampshire Ins. Co.	23841	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER: 1072519 - 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	
D	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"/> PROJECT <input type="checkbox"/> LOC	X		GL 7146417 (Primary GL)	9/28/2012	10/1/2013	EACH OCCURRENCE \$ \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000.00 MED EXP (Any one person) \$ \$10,000.00 PERSONAL & ADV INJURY \$ \$1,000,000.00 GENERAL AGGREGATE \$ \$2,000,000.00 PRODUCTS - COMP/OP AGG \$ \$2,000,000.00	
C C D	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		CA 3447245 (All Other States) CA 3447251 (MA) CA 3447254 (VA) CA 3447252 (NH) (Primary AL)	9/28/2012 9/28/2012 9/28/2012 9/28/2012	10/1/2013 10/1/2013 10/1/2013 10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ NEW HAMPSHIRE (CSL) \$ \$250,000.00	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE PRODUCTS - \$ NEW HAMPSHIRE (CSL) \$	
A B C D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	WC 043464663 (FL) WC 043464672 (MI) WC 043464662 (CA) WC 043464661 (All Other States) WC 043464673 (MN)	9/28/2012 9/28/2012 9/28/2012 9/28/2012 9/28/2012	10/1/2013 10/1/2013 10/1/2013 10/1/2013 10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ \$2,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ \$2,000,000.00 E.L. DISEASE - POLICY LIMIT \$ \$2,000,000.00

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

Project: OUSD Highland E.S. New Classroom
Please refer to attached ACORD 101 for further remarks.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Department of Facilities Planning and Management
Oakland, CA 94601
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MARSH USA INC, BY:
Cynthia Kim, Casualty Program

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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

REGARDING POLICIES OF INSURANCE:

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
D	WC 043464674 (MA, ND, OH, WA, WI, WY)	9/28/2012	10/1/2013
D	WC 043464675 (CT, GA, PA, SC)	9/28/2012	10/1/2013

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 notice 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, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured.

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

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ENDORSEMENT #MAN005

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy
No. GL 714-64-17 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
by NEW HAMPSHIRE INSURANCE COMPANY

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy No. CA 344-72-45 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. SECTION II – LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured**, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy
No. CA 344-72-51 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO
PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON
OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

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

- d. Any person or organization, shown in the schedule above, to whom you become
obligated to include as an additional insured under this policy, as a result of any
contract or agreement you enter into which requires you to furnish insurance to that
person or organization of the type provided by this policy, but only with respect to
liability arising out of use of a covered "auto". However, the insurance provided will
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(1) The coverage and/or limits of this policy, or

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



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy
No. CA 344-72-45 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy
No. CA 344-72-54 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

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

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



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/28/2012 forms a part of Policy
No. CA 344-72-51 issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

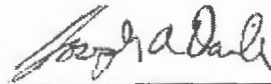
BUSINESS AUTO COVERAGE FORM

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

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- (2) The contract or agreement was entered into prior to any "accident" or "loss".

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



AUTHORIZED REPRESENTATIVE

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Highland New Classroom Building	Site	Highland Elementary School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information					
Contractor Name	Simplex Grinnell	Agency's Contact	Shobo Tilbury		
OUSD Vendor ID #	I015439	Title	Project Manager		
Street Address	6952 Preston Avenue	City	Livermore	State	CA Zip 94551
Telephone	925-273-1217	Policy Expires	10-1-2013		
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 #	06009				

Term			
Date Work Will Begin	4-27-2011	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2012

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$20,800.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$ 7,840.00
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
3535	County School Facilities Fund	1269901837	6265	\$7,840.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
	Division Head	Charles Love	Phone	510-535-7081	Fax 510-535-7081
1.	Capital Program Contract & Accounting Manager				
	Signature			Date Approved	10-1-12
2.	General Counsel, Department of Facilities Planning and Management				
	Signature			Date Approved	10-3-12
3.	Associate Superintendent, Facilities Planning and Management				
	Signature			Date Approved	
4.	President, Board of Education				
	Signature			Date Approved	