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Committee	Facilities
Introduction Date	8-14-2013
Enactment Number	13-1557
Enactment Date	8/14/13



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Gary Yee, Ed.D., Secretary of the Board of Education
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date August 14, 2013

Subject Independent Consultant Agreement for Professional Services - AON Fire Protection Engineering Corp. - Whittier Portable Installation Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON Fire Protection Engineering Corp. for Consultant Services on behalf of the District at the Whittier Portable Installation Project, in an amount not-to exceed \$4,850.00. The term of this Agreement shall commence on August 14, 2013 and shall conclude no later than October 14, 2013.

Background Special inspection of the fire alarm and intrusion alarms is necessary to ensure safety of persons and property is achieved.

Local Business Participation Percentage 0.00% (Specialty Service)

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 AON Fire Protection Engineering Corp. for Consultant Services on behalf of the District at the Whittier Portable Installation Project, in an amount not-to exceed \$4,850.00. The term of this Agreement shall commence on August 14, 2013 and shall conclude no later than October 14, 2013.

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Consultant Agreement including scope of work

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

Whittier Portable Installation Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 11th day of July, 2013 by and between the Oakland Unified School District, Oakland, California ("District") and AON Fire Protection Engineering Corp. ("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 for the vendor to review drawings, attend meetings, provide general consulting regarding the project to the client. Perform two (2) construction observation surveys during construction at the time the conduit and devices are installed. Also, witness the final acceptance test of the intrusion alarm system with the client, contractor and IOR.

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

The project will commence August 14, 2013 and conclude no later than October 14, 2013.

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:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	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 **Four thousand, eight hundred fifty dollars and no cents (\$4,850.00)**. 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.

AON Fire Protection Engineering Corp.
Whittier Portable Installation
Project No.: 13103

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows: Not applicable.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: Not applicable.
8. **Performance of Services.**
 - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or

patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

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

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

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

- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

13. If required, Consultant shall provide a letter stating: 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, including without limitation the payment of all consequential damages.

In recognition of the relative risks and benefits of the project to both the District and the Consultant, the risks have been allocated such that the District agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's parent, affiliated and subsidiary companies (the Consultant's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of the Consultant and the Consultant's companies shall not exceed \$2,500,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of actions however alleged or arising, unless otherwise prohibited by law.

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.

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

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

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

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

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

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

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

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services.
21. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
22. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE):** There is a 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, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

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

Consultant:

David Secoda
AON Fire Protection Engineering
Corp.
5000 Executive Parkway, Suite 340
San Ramon, CA 94583

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

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Whittier Portable Installation
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invalidated in any way.

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

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

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

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

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

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

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

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


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: 8/15/13



Gary Yee, Secretary, Board of Education

Date: 8/15/13



Timothy White, Associate Superintendent Facilities Planning and Management

Date: 7/17/2013

AON Fire Protection Engineering Corp.



Scott T. Laramee, P.E.
Director, San Francisco Office


Date: 7/15/13

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 7.16.13

File ID Number: 13-1658
Introduction Date: 8/14/13
Enactment Number: 13-1557
Enactment Date: 8/14/13
By: 

Information regarding Consultant:

Consultant: Scott T. Laramée, P.E.
Aon Fire Protection Engineering Corporation 36-253-1450 :
Employer Identification and/or Social Security Number

License No.: FP1761 - California

Address: 5000 Executive Parkway, Suite 340
San Ramon, CA 94583

Telephone: 925-827-5858

Facsimile: 925-983-4210

E-Mail: scott.laramee@aon.com

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

NOTE: Title 26, Code of Federal Regulations, sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

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.

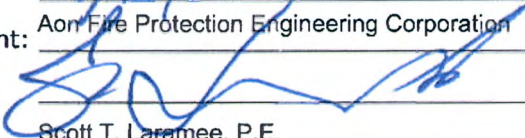
Date:

7/15/13

Proper Name of Consultant:

Aon Fire Protection Engineering Corporation

Signature:



Print Name:

Scott T. Laramie, P.E.

Title:

Director, San Francisco Office

(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.

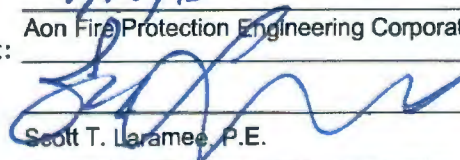
Date:

7/15/13

Proper Name of Consultant:

Aon Fire Protection Engineering Corporation

Signature:



Print Name:

Scott T. Laramie, P.E.

Title:

Director, San Francisco Office

AON Fire Protection Engineering Corp.

Whittier Portable Installation

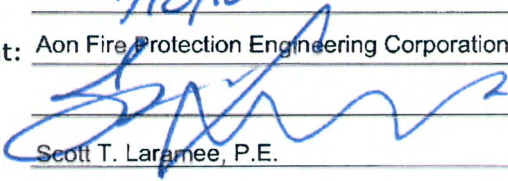
Project No.: 13103

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: 7/15/13

Proper Name of Consultant: Aon Fire Protection Engineering Corporation

Signature: 

Print Name: Scott T. Laramee, P.E.

Title: Director, San Francisco Office

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 Aon Fire Protection Engineering Corporation)



June 25, 2013

Via Email
kenya.chatman@ousd.k12.ca.us

Ms. Kenya Chatman
Assistant Program Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Intrusion System Supervision
New Portable Classrooms - Greenleaf Elementary School at Whittier
6328 East 17th Street
Oakland, California 94621
Aon FPE Proposal No. 13-4434

Dear Ms. Chatman:

Aon Fire Protection Engineering Corporation (Aon FPE) is pleased to submit this proposal to provide consulting services to Oakland Unified School District (Client) for the referenced project.

Oakland Unified School District has requested Aon FPE to provide installation supervision for the intrusion system project being installed at Greenleaf Elementary School.

Basic Services

The Basic Services to be provided by Aon FPE for the referenced project are as follows:

- Review existing Division of the State (DSA) approved construction drawings, datasheets, and specifications in hard copy and/or electronic (Adobe, AutoCAD) formats to become familiar with the project.
- Attend one pre-construction, one "pre-pull" and one device connection meeting with the selected contractor and the Client (three meetings total). Meetings shall be arranged by the Client.
- Provide general consulting regarding the project to the Client. (Estimated Project Manager hours: 4.) Consulting time may be used for providing recommendations/solutions
- Perform two construction observation surveys during construction at the time the conduit and devices are being installed. Results of the surveys will be recorded and submitted to the Client.
- Witness the final acceptance test of the intrusion alarm system with the Client, contractor, OUSD, and the inspector of record (IOR). Results of the test will be recorded and submitted to the Client.

Professional Fee

Aon FPE's fee for Basic Services will be \$4,850.00, which includes Reimbursable Expenses.

Aon Fire Protection Engineering Corporation
5000 Executive Parkway, Suite 340 | San Ramon, CA 94583
t +1.925.827.5858 | f +1.925.983.4210 | aonfpe.com

The fee reflects the Client providing Aon FPE with hardcopies of all drawings. The fee for Basic Services does not include Additional Services described herein.

Aon FPE's fee shall be paid monthly in proportion to services performed.

If the project is canceled prior to completion of Aon FPE's services, Aon FPE's charges will be based upon the actual time expended at the Billing Rates in effect at the time of project cancellation not to exceed the quoted fee.

Reimbursable Expenses

Reimbursable Expenses are included in the fee for Basic Services.

Additional Services

This proposal contemplates a scope of service based upon one project scheme. Major project revisions outside of Aon FPE's control or responsibility that will require rework of completed work or more extensive work than originally agreed upon will be considered Additional Services.

Additional Services also include all work (such as additional consultation, meetings, or revisions) not outlined in Basic Services including, but not limited to:

- Additional site visits.
- Additional meetings.
- Testing and evaluation of existing system.
- Building and fire code analysis and appeals.
- Review of additional resubmitted shop drawings.
- Review of requests for payment and change orders from the contractor.
- Additional construction observation visits beyond the scope of work.
- Additional time for system acceptance testing beyond that noted in Basic Services resulting from contractor's delays or deficiencies.

Client may request or it may become necessary for Aon FPE to perform Additional Services in order to further the objectives of the Project. Whenever reasonably possible, Aon FPE will notify Client in advance of Aon FPE's intention to perform the particular Additional Service, and Client's failure to instruct Aon FPE not to perform the Additional Service shall be considered Client's acquiescence in Aon FPE's performance of the Additional Service and agreement to pay for it. Notwithstanding any other description of Basic or Additional Services, any services which Client requests Aon FPE to perform after final payment has been made to the contractor(s) or more than 60 days after the project has been certified to be substantially complete shall be considered Additional Services. Any modifications or changes requested by Client inconsistent with Client's prior approval(s) shall be considered Additional Services.

Aon FPE's fees for authorized or requested Additional Services will be based upon Billing Rates in effect at the time services are performed. Reimbursable Expenses associated with authorized or requested Additional Services will be based upon the schedule in effect at the time services are performed.

Client's Responsibilities

The Client shall:

- Provide Aon FPE with copies, in hardcopy of all intrusion system drawings pertaining to the project. These documents are for Aon FPE's use in providing construction services. It is understood that Aon FPE will rely upon the accuracy of all documents and electronic data furnished.
- Provide Aon FPE access to all areas of the building for the purpose of conducting the site visit.
- Provide staff familiar with the location and operation of the intrusion system.
- Provide personnel to assist in the testing of the system.
- Pay for all fees for securing approval of authorities having jurisdiction.

Terms and Conditions

This proposal is valid for 60 days.

This proposal is based upon a mutually agreeable work schedule

Inspections to be performed by Aon FPE are fully defined by the scope of services of this proposal.

All drawings, specifications, reports, and electronic media are copyright by Aon FPE. Copies retained by the Client shall be utilized only for this project, not for the purpose of construction of any other projects.

Aon FPE and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site(s), including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Aon FPE invoices are due upon receipt. Accounts unpaid for 45 days from the date of invoice are subject to a 1.5 percent per month service charge. Accounts unpaid for 75 days from the date of invoice will be cause for Aon FPE to suspend all performance under this Agreement upon a 14-day written notice, unless payment in full is received within 14 days from the date of the written notice. In the event of a suspension of services, Aon FPE shall have no liability for any delay or other damage, contractual or otherwise, caused by or arising out of the suspension of services for nonpayment. Acceptance by Aon FPE of any payment more than 75 days old shall not serve as a waiver of Aon FPE's contractual right to suspend services for nonpayment.

In the event the Client fails to pay within 45 days from the date of the invoice, Aon FPE reserves the right to retain counsel and/or commence litigation to collect the account. In the event Aon FPE retains counsel and/or commences litigation to collect the account, the Client agrees to indemnify and hold Aon FPE harmless from any and all loss, liability costs and expenses including, but not limited to, reasonable attorney fees and other litigation expenses arising out of Aon FPE's efforts to collect the invoice. The Client consents to and agrees to submit to jurisdiction and venue in the courts of the State of Illinois for any litigation commenced by Aon FPE to collect the account. This Agreement shall be construed and interpreted according to the laws of the State of Illinois.

Any representations, recommendations, opinions, or conclusions relating to the work performed by Aon FPE must be made in writing by duly authorized Aon FPE representatives. Aon FPE will not be bound by any oral representations, recommendations, opinions, or conclusions.

The Client agrees to indemnify Aon FPE for any expenses which Aon FPE may incur as a result of the Client's negligence or of negligence of any contractor hired by the Client.

In recognition of the relative risks and benefits of the project to both Aon FPE and the Client, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Aon FPE and Aon FPE's parent, affiliated and subsidiary companies (Aon's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of Aon FPE and Aon's companies shall not exceed \$25,000 or five times Aon FPE's fee for services rendered on this project (whichever is greater). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

The execution of this proposal confirms the Client's understanding and acceptance of all the terms and conditions herein.

To initiate our services, please sign and return this proposal along with the Billing Contact Information page (last page), at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

If you have any questions regarding this proposal, please contact me at +1.925.826.0653 or david.secoda@aon.com.

Submitted By:

Aon Fire Protection Engineering Corporation



David M. Secoda
Senior Designer

Accepted By:

Oakland Unified School District

Signature: _____

Name: _____

Title: _____

Date: _____

plb (r/sl)

Please complete the Billing Contact Information on the following page.

Billing Contact Information

Please provide the following information regarding project billings with your signed proposal.

Invoice Mailings:

Name:

Address:

Job Site Address: Yes No

Phone:

Fax:

Email:

Billing Contact for Future Inquiries:

Name:

Address:

Phone:

Fax:

Email:

Please indicate any reference numbers (P.O. Numbers, Job Numbers, etc.) that you would like us to indicate on our invoices: _____

Signature: _____

Print Name: _____



EXHIBIT A

June 25, 2013

Via Email
kenya.chatman@ousd.k12.ca.us

Ms. Kenya Chatman
Assistant Program Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Intrusion System Supervision
New Portable Classrooms - Greenleaf Elementary School at Whittier
6328 East 17th Street
Oakland, California 94621
Aon FPE Proposal No. 13-4434

Dear Ms. Chatman:

Aon Fire Protection Engineering Corporation (Aon FPE) is pleased to submit this proposal to provide consulting services to Oakland Unified School District (Client) for the referenced project.

Oakland Unified School District has requested Aon FPE to provide installation supervision for the intrusion system project being installed at Greenleaf Elementary School.

Basic Services

The Basic Services to be provided by Aon FPE for the referenced project are as follows:

- Review existing Division of the State (DSA) approved construction drawings, datasheets, and specifications in hard copy and/or electronic (Adobe, AutoCAD) formats to become familiar with the project.
- Attend one pre-construction, one "pre-pull" and one device connection meeting with the selected contractor and the Client (three meetings total). Meetings shall be arranged by the Client.
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- Perform two construction observation surveys during construction at the time the conduit and devices are being installed. Results of the surveys will be recorded and submitted to the Client.
- Witness the final acceptance test of the intrusion alarm system with the Client, contractor, OUSD, and the inspector of record (IOR). Results of the test will be recorded and submitted to the Client.

Professional Fee

Aon FPE's fee for Basic Services will be \$4,850.00, which includes Reimbursable Expenses.

The fee reflects the Client providing Aon FPE with hardcopies of all drawings. The fee for Basic Services does not include Additional Services described herein.

Aon FPE's fee shall be paid monthly in proportion to services performed.

If the project is canceled prior to completion of Aon FPE's services, Aon FPE's charges will be based upon the actual time expended at the Billing Rates in effect at the time of project cancellation not to exceed the quoted fee.

Reimbursable Expenses

Reimbursable Expenses are included in the fee for Basic Services.

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This proposal contemplates a scope of service based upon one project scheme. Major project revisions outside of Aon FPE's control or responsibility that will require rework of completed work or more extensive work than originally agreed upon will be considered Additional Services.

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- Review of additional resubmitted shop drawings.
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The Client shall:

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- Provide Aon FPE access to all areas of the building for the purpose of conducting the site visit.
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- Provide personnel to assist in the testing of the system.
- Pay for all fees for securing approval of authorities having jurisdiction.

Terms and Conditions

This proposal is valid for 60 days.

This proposal is based upon a mutually agreeable work schedule

Inspections to be performed by Aon FPE are fully defined by the scope of services of this proposal.

All drawings, specifications, reports, and electronic media are copyright by Aon FPE. Copies retained by the Client shall be utilized only for this project, not for the purpose of construction of any other projects.

Aon FPE and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site(s), including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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The execution of this proposal confirms the Client's understanding and acceptance of all the terms and conditions herein.

To initiate our services, please sign and return this proposal along with the Billing Contact Information page (last page), at your earliest convenience; or provide a written (email) notice to proceed agreeing with the scope, pricing, and terms and conditions stated herein.

If you have any questions regarding this proposal, please contact me at **+1.925.826.0653** or **david.secoda@aon.com**.

Submitted By:

Aon Fire Protection Engineering Corporation



David M. Secoda
Senior Designer

Accepted By:

Oakland Unified School District

Signature: _____

Name: _____

Title: _____

Date: _____

plb (r/sl)

Please complete the Billing Contact Information on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/11/2013

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Aon Holdings LLC and its Subsidiaries (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA	INSURER A:	Continental Casualty Company 20443
	INSURER B:	American Casualty Co. of Reading PA 20427
	INSURER C:	Transportation Insurance Co. 20494
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570050230161 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. Limits shown are as requested

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL4014103835	06/01/2013	06/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BUA 4014103656	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC4014100059 WC4014100014 WC4014100157	06/01/2013 06/01/2013 06/01/2013	06/01/2014 06/01/2014 06/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Aon Fire Protection Engineering Corporation, 5000 Executive Parkway, Suite 340, San Ramon, CA 94583, Aon FPE No. 13-3786 - Metwest Educational Center. Oakland Unified School District, State, their agents, representatives, employees, trustees, officers, consultants and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The above terms are as required by written contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER CANCELLATION

Oakland unified School District Attn: Susie Butler-Berkley 955 High Street Oakland CA 94601 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570050230161



INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information			
Project Name	Metwest Educational Center	Site	Metwest Educational
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	AON Fire Protection Engineering Corp	Agency's Contact	David Secoda
OUSD Vendor ID #	V053604	Title	Project Manager
Street Address	5000 Executive Parkway, Suite 340	City	San Ramon State CA Zip 94583
Telephone	925-827-5858	Policy Expires	6-1-2014
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 #	13103		

Term			
Date Work Will Begin	8-14-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	10-14-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$4,850.00
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 #	Funding Source	Org Key	Object Code	Amount
7710	County School Facilities	1639003890	6215	\$4,850.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director, Facilities			
	Signature	Date Approved	7/15/13	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature	Date Approved	7-16-13	
3.	Associate Superintendent, Facilities Planning and Management			
	Signature	Date Approved	7/17	
4.	President, Board of Education			
	Signature	Date Approved		