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File ID Number	13-0685
Committee	Facilities
Introduction Date	4-24-2013
Enactment Number	13-0691
Enactment Date	4/24/13 <i>et</i>



Memo

To Board of Education

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

Board Meeting Date April 24, 2013

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

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Maintenance Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$750,000.00. The term of this Agreement shall commence on April 24, 2013 and shall conclude no later than April 24, 2014.

Background In order to assist the District's fire alarm department in the maintaining of the District's fire alarm systems throughout the District including annual tests of each system, a new contract for the 2013 year is required.

Local Business Participation Percentage 0.00% (Sole Source)

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

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



planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with Simplex Grinnell for Fire Alarm Maintenance Services on behalf of the District at the Division of Facilities, Planning and Management Project, in an amount not-to exceed \$750,000.00. The term of this Agreement shall commence on April 24, 2013 and shall conclude no later than April 24, 2014.

Fiscal Impact

Developer Fee Fund

Attachments

- Independent Consultant Agreement including scope of work

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

District-wide Fire Alarm Maintenance Project

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **16th day of November, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **Simplex Grinnell** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

The contract will commence April 24, 2013 and conclude no later than April 24, 2014.

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

Signed Agreement
 Workers' Compensation Certification
 Insurance Certificates and Endorsements

4. **Compensation.** Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "B"** (Prices for Services). District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seven hundred fifty-thousand dollars and no cents (\$750,000.00)**. District shall pay Consultant according to the following terms and conditions:

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

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing services for District, except as follows: Not applicable.

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

12. Termination.

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

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

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

14. Insurance.

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

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

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

- 14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An

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

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

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

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

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

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

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

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

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

21. **[Reserved]**

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

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

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

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

Consultant:
Shobo Tilbury
Simplex Grinnell
6952 Preston Avenue
Livermore, CA 94551

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

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

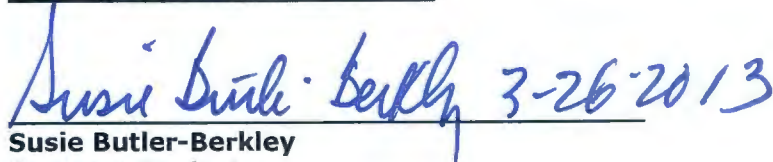
PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREIN.

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

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

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


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.

 3-26-2013

**Susie Butler-Berkley
Contract Analyst**

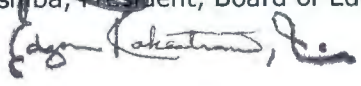
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

OAKLAND UNIFIED SCHOOL DISTRICT



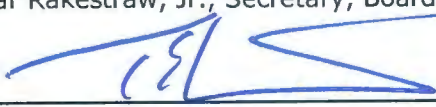
David Kakashiba, President, Board of Education

Date: 4/25/13



Edgar Rakestraw, Jr., Secretary, Board of Education

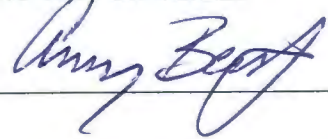
Date: 4/25/13



Timothy White, Associate Superintendent Facilities
Planning and Management

Date: 4/2/13

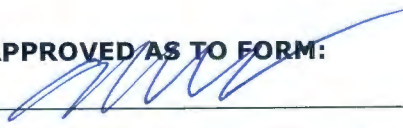
SIMPLEX GRINNELL



Amy Bepko

3/24/13

APPROVED AS TO FORM:



Catherine Boskoff, Facilities Counsel

Date: 3.29.13

File ID Number: 13-0685
Introduction Date: 4/24/13
Enactment Number: 13-0691
Enactment Date: 4/24/13
By: o.s.

Information regarding Consultant:

Consultant: Simplex Grinnell

58-2608861 _____:

License No.: 968851

Employer Identification and/or Social Security Number

Address: 6952 Preston Ave, Suite A
Livermore CA 94551

Telephone: 925-273-0100

Facsimile: 925-273-0120

E-Mail: Amilne@Simplexgrinnell.com

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

Type of Business Entity:

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

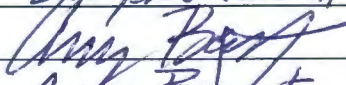
WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: 3-24-13
Proper Name of Consultant: Samuel Grinnell LP
Signature: 
Print Name: Andy Beedot
Title: Regional Manager

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

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

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

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

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

Name: _____

Title: _____

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

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

Date: 3-24-13

Proper Name of Consultant: Simplex Grinnell LP

Signature: [Handwritten Signature]

Print Name: Andy Bellot


Title: Regional Manager

DRUG/SMOKE-FREE WORKPLACE CERTIFICATION

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

Date: 3-24-13

Proper Name of Consultant: SimplexGrinnell LP

Signature: 

Print Name: ANDY BECHT

Title: Regional Manager

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

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

(PLEASE SEE THE ATTACHED PROPOSAL FROM _____)

EXHIBIT A

9/10/2012

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

SUBJECT: \$750,000.00 Master Service Agreement for 2013

Dear John/Tammara,

SimplexGrinnell is pleased to present the following discounted rates for the new District Wide Service Agreement for the calendar year 2013. Contract period shall be valid starting January 1st through December 31st of the same calendar year, or may begin earlier if agreed upon by both parties. Please review the following rates and discounts which remain similar to the previous Master Service Agreement.

- **Material**
 - 35% Discount off list price for replacement Simplex material.
 - 35% Discount off list price for parts needed for service calls and time & material work (Simplex material only).
 - List Price documentation shall be submitted February 1st each year. The list price commitment shall be good through January 31st of the following year.
 - Bulk materials mark up: 15% over SimplexGrinnell cost.
- **Labor**
 - The following are the Labor Rate categories that work performed shall be billed under for the purposes of this contract which coincide with the Prevailing Wage Rate Categories designated by the County of Alameda. The rates are listed below in the Labor Rate Table.
 - A&D Technician Labor Rate – Comm System Installer Designation
 - Defined as all work on software based systems not involving installation of conduit. Includes technical work on clock/PA/phone and security systems.
 - A&D Technician Labor Rate – Inside Wireman Designation
 - Defined as all work involving installation of conduit/back-boxes.
 - Fire Sprinkler Fitter Labor Rate
 - Service and repair work involving sprinkler systems. Includes obstruction investigation portion of the 5-year certification inspection.
 - Fire Alarm/Fire Sprinkler Design Labor Rate
 - CAD and engineering labor for fire alarm or fire sprinkler systems.
 - Fire Alarm/Fire Sprinkler Inspector
 - Used for annual inspections of fire alarm systems (*Sprinkler Fitter rate will apply for work done during the "Obstruction Investigation" portion of the 5-Year Certification inspections*).

9/10/12

John Esposito/Tammara Cappellano

Oakland Unified School District

SUBJECT: Master Service Agreement for 2013

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

Labor Category	Year 2010	Year 2011	Year 2012	Year 2013
Comm Sys Installer	\$115.00	\$120.00	\$120.00	\$120.00
Inside Wireman	\$135.00	\$140.00	\$140.00	\$140.00
Sprinkler Technician	\$135.00	\$140.00	\$140.00	\$140.00
Designer	\$95.00	\$95.00	\$95.00	\$95.00
Inspections	\$95.00	\$95.00	\$95.00	\$95.00

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

9/10/12

John Esposito/Tammara Cappellano

Oakland Unified School District

SUBJECT: Master Service Agreement for 2013

submit these comments and drawing mark-ups to Aon Engineering for incorporation into their final comment letter which is then sent to the designer of record.

- **Training**
 - Provide optional off-site programming/service training for 4100ES equipment for district fire alarm technicians, should the District so choose.
 - The last training for (2) OUSD technicians took place in 2006. OUSD was responsible for travel and lodging expenses for said training. This service shall be made available again in calendar 2013 for (1) OUSD technician should the district so choose.
 - OUSD shall be notified of additional training opportunities for district employees throughout the span of the contract. OUSD shall have the opportunity to receive additional training for any and all product line(s) that are still supported at SimplexGrinnell's cost for said services (minus travel/lodging as noted above).
- **Technician Team**
 - OUSD will be provided with a dedicated team of 2 technicians to increase productivity, consistency, and reliability. A lead technician will be assigned to the account. This lead will have (2) back-ups and be able to bring other members of the team if needed.
- **Cellular Phones:**
 - To increase productivity, SimplexGrinnell shall provide (1) cellular phones to their lead technician Geoff Gommerman. This phone will allow the SimplexGrinnell technician team to keep in immediate contact at all times and not lose time waiting for a response. The mobile plan is set up as follows:
 - \$60 per month base usage fee.
 - 500 minutes cellular.
 - 1,000 minutes mobile to mobile (which includes any Verizon wireless user and all SimplexGrinnell employees based in San Francisco).
 - Text messaging is an extra.
 - SimplexGrinnell will get a statement for each user. If the OUSD employees exceed their call plan, the difference will be billed to OUSD B&G. The base call plan shall be paid for by SimplexGrinnell.

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

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

Sincerely,

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2012

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

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

PRODUCER Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: Bhavna Chauhan PHONE (A/C, No, Ext): (212) 345-8735 FAX (A/C, No): (212) 948-8852 E-MAIL ADDRESS: Please see bottom of 2nd page									
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: 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> </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.
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INSURED SimplexGrinnell LP 6952 PRESTON AVENUE LIVERMORE, CA 94551 United States										

COVERAGES

CERTIFICATE NUMBER: 1078448 - 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"/> PRO-JECT <input type="checkbox"/> LOC	X	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 C D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	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"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						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: Various Schools

Please refer to attached ACORD 101 for further remarks.

CERTIFICATE HOLDER**CANCELLATION**

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

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

ADDITIONAL REMARKS

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

REGARDING POLICIES OF INSURANCE:

Insurer	Policy Number(s)	Effective Date(s)	Expiration Date(s)
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 advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

All other terms and conditions of this policy remain unchanged.

REGARDING ADDITIONAL INSURED STATUS:

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

In accordance with the policy provisions, coverage afforded to an additional insured will apply as primary insurance where required by contract entered into by the named insured and the Oakland Unified School District. Any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Other Additional Insureds: Oakland Unified School District and its directors, officers, employees, agents and representatives.

REGARDING WAIVER OF SUBROGATION:

In accordance with the policy provisions, the Waiver of Subrogation applies per contract or agreement entered into by the named insured and Oakland Unified School District.

FOR QUESTIONS REGARDING THIS CERTIFICATE OF INSURANCE CONTACT:

mathew rosecrans (Email: mrosecrans@simplexgrinnell.com Phone: 925-273-0100 ext.122)

THIS CERTIFICATE OF INSURANCE WAS GENERATED AND DELIVERED BY EXIGIS RiskWorks® rm.Certificates®

Business Process Automation for Risk Management, Insurance, and Trade Finance

To learn what EXIGIS can do for your business visit exigis.com or call 800.928.1963

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)
ALL VENDORS OF THE NAMED INSURED
Your Products
ALL PRODUCTS OF THE NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

ENDORSEMENT

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

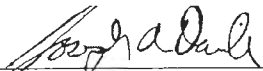
ADDITIONAL INSURED – PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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



AUTHORIZED REPRESENTATIVE

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.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

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 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 344-72-45 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:

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 09/28/2012 forms a part of Policy No. WC 043-46-4661

Issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM **09/28/2012** forms a part of Policy No. **WC 043-46-4661**

Issued to **TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule
The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

(X) Blanket Waiver

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

2. Operations: **ALL TEXAS OPERATIONS**

3. Premium:

The premium charge for this endorsement shall be **2.0** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

WC 42 03 04A
(Ed. 01/00)

Countersigned by _____


Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 09/28/2012 forms a part of Policy No. **WC 043-46-4673**

Issued to **TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

Premium **INCLUDED**

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____


Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM **09/28/2012** forms a part of Policy No. **WC 043-46-4672**

Issued to **TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC**

By **ILLINOIS NATIONAL INSURANCE CO.**

Premium **INCLUDED**

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 09/28/2012 forms a part of Policy No. WC 043-46-4674

Issued to **TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC**

By **NEW HAMPSHIRE INSURANCE COMPANY**

Premium **INCLUDED**

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 09/28/2012 forms a part of Policy No. WC 043-46-4663

Issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC

By COMMERCE AND INDUSTRY INSURANCE COMPANY

Premium INCLUDED

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____


Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM 09/28/2012 forms a part of Policy No. WC 043-46-4675

Issued to TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

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

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

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.

THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

- 1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAW OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,**
- 2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____


Authorized Representative

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

This endorsement, effective 12:01 AM **09/28/2012** forms a part of Policy No. **WC 043-46-4662**

Issued to **TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

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

The additional premium for this endorsement shall be **2.00** % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____



Authorized Representative

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

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

Contractor Information							
Contractor Name	Simplex Grinnell	Agency's Contact	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? X Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes X No				
OUSD Project #	03055						

Term			
Date Work Will Begin	4-24-2013	Date Work Will End By <small>(not more than 5 years from start date)</small>	4-24-2014

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$750,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
2525	Developer Fee Fund	9189000890	6215	\$750,000.00

Approval and Routing (in order of approval steps)						
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.						
1.	Division Head	Charles Love	Phone	510-535-7081	Fax	510-535-7082
	Capital Program Contract & Accounting Manager					
	Signature			Date Approved	3-26-13	
2.	General Counsel, Department of Facilities Planning and Management					
	Signature			Date Approved	3.29.13	
3.	Associate Superintendent, Facilities Planning and Management					
	Signature			Date Approved		
4.	President, Board of Education					
	Signature			Date Approved		