

Board Office Use: Legislative File Info.	
File ID Number	13-0232
Committee	Facilities
Introduction Date	February 13, 2013
Enactment Number	13-0341
Enactment Date	2/13/13 08



Memo

To Board of Education

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

Board Meeting Date February 13, 2013

Subject Amendment No. 1, Independent Contractor Agreement for Professional Services Contract - AON Fire Protection Engineering Corporation- McClymonds Middle School Intrusion Replacement Project

Action Requested Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with AON Fire Protection Engineering Corporation for Intrusion Design Services on behalf of the District at McClymonds Middle School Intrusion Replacement Project, in an amount not to exceed \$1,800.00 increasing previous contract amount from \$50,250.00 to a not to exceed amount of \$52,050.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Background Intrusion Alarm Installation Contract for additional quality assurance is required for all OUSD projects.

Local Business Participation Percentage 0.00%

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

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources,



number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

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

Recommendation

Approval by the Board of Education of Amendment No. 1, Independent Contractor Agreement for Professional Services with AON Fire Protection Engineering Corporation for Intrusion Design Services on behalf of the District at McClymonds Middle School Intrusion Replacement Project, in an amount not to exceed \$1,800.00 increasing previous contract amount from \$50,250.00 to a not to exceed amount of \$52,050.00. All remaining portions of the agreement shall remain in full force and effect as originally stated.

Fiscal Impact

County School Facilities Fund

Attachments

- Independent Contractors Agreement for Professional Services including scope of work



File ID Number: 13-0232
 Introduction Date: 2/13/13
 Enactment Number: 13-0341
 Enactment Date: 2/13/13
 By: o.s.

AMENDMENT NO. 1 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and AON Fire Protection Engineering Corporation. OUSD entered into an Agreement with CONTRACTOR for services on May 9, 2012, and the parties agree to amend that Agreement as follows:

1. **Services:** The scope of work is unchanged. The scope of work has changed.
If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: The scope of the project is to reformat the 100% intrusion alarm drawings and specifications (project #12104) as Addendum No. 1 to the fire alarm replacement project (2044-2) to Bid in a single package.

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

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of **\$1,800.00 to original contract amount**
 Decrease of \$ _____ to original contract amount
 and the new contract total is **Fifty-two thousand, fifty dollars and no cents (\$52,050.00)**

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**
 There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$

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

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

David Kakishiba, President, Board of Education

Date

2/14/13

Contractor Signature

Date

12/11/12

Edgar Rakestraw, Jr. Secretary Board of Education

Date

2/14/13

Print Name, Title

SCOTT LARAMIE, DIRECTOR

Timothy White, Associate Superintendent Facilities, Planning and Management

Date

EXHIBIT "A" Scope of Work

Contractor Name:

Billing Rate: Eighteen hundred dollars and no cents (\$1,800.00)

1. Description of Services to be Provided

Reformatting of the intrusion alarm drawings and specifications.

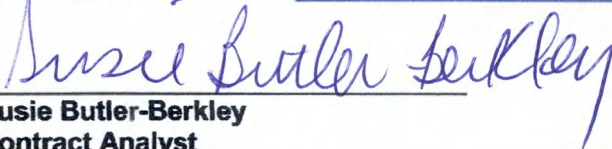
2. Specific Outcomes:

Safety and well being for the students and staff.

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

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

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



Susie Butler-Berkley
Contract Analyst



EXHIBIT A

November 6, 2012

Via Email
mary.ledema@ousd.k12.ca.us

Ms. Mary Ledezma
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Intrusion Alarm Design Services
Oakland Unified School District
McClymonds High School Intrusion Alarm Replacement
Oakland, CA
Aon FPE Proposal No. 12-2825

Dear Mary;

Enclosed is our Authorization for Requested Additional Services for the referenced project.

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

Very truly yours,

Aon Fire Protection Engineering Corporation

David M. Secoda
Senior Designer

DL/LR(r/SL)

AUTHORIZATION FOR REQUESTED ADDITIONAL SERVICES

Date: November 6, 2012

Project Name: McClymonds High School Intrusion Alarm Replacement

Project Location: Oakland, CA

Aon FPE Project No.: 1612021-000

Original Contract Dated: April 16, 2012

Client: Oakland Unified School District (OUSD)

Contact: Ms. Mary Ledezma

Description of Additional Services

Aon FPE delivered 100% design drawings and specifications for the McClymonds High School intrusion alarm replacement project to OUSD on September 25, 2012. The project intent was to submit the intrusion alarm drawings to DSA under a separate application. Aon FPE received direction from OUSD on October 10, 2012 to combine the intrusion alarm replacement with the previously approved fire alarm replacement project.

The change in project approach requires additional drawing revisions not covered in our original scope of work. We are requesting an additional fee of \$1,800.00.

Description of additional services:

- Reformat the 100% intrusion alarm drawings and specifications as an addendum.
- Submit the intrusion alarm drawings and specifications as addendum No. 01 to the approved fire alarm replacement project, DSA Application No. 01-112524.

Net Increase for Additional Services	\$ 1,800.00
Original Contract Sum	\$50,250.00
Net Change by Previously Authorized Additional Services	\$ 0.00
Contract Sum Prior to this Additional Services Request	\$50,250.00
Net Increase for Additional Services	\$ 1,800.00
New Contract Sum	\$52,050.00

To initiate our services, please sign and return this proposal 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 Additional Services/Fee Increase Request, please contact David Secoda at 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: _____

AMENDMENT TO INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

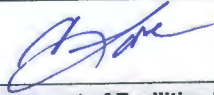


Project Information			
Project Name	McClymonds High School Intrusion Replacement	Site	McClymonds High School
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability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

Contractor Information							
Contractor Name	AON Fire Protection Engineering Corp.	Agency's Contact	David Secoda				
OUSD Vendor ID #	V053604	Title	Project Manager				
Street Address	5000 Executive Way, Suite 340	City	San Ramon	State	CA	Zip	94583
Telephone	925-983-4210	Policy Expires	6-1-2013				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #							

Term			
Date Work Will Begin	5-9-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-20-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$52,050.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 1,800.00
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
3535	County School Facilities	3039003892	6215	\$1,800.00

Approval and Routing (in order of approval steps)				
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.</small>				
	Division Head	Charles Love	Phone	510-535-7081
			Fax	510-535-7082
1.	Capital Program Contract & Accounting Manager		Signature	Date Approved
				1-9-2013
2.	General Counsel, Department of Facilities Planning and Management		Signature	Date Approved
				1-10-13
3.	Associate Superintendent, Facilities Planning and Management		Signature	Date Approved
				1-14-13
4.	President, Board of Education		Signature	Date Approved



Board Office Use: Legislative File Info.	
File ID Number	12-1126
Committee	Facilities 1
Introduction Date	5-9-2012
Enactment Number	12-1277
Enactment Date	5-9-12

Memo

To Board of Education
From Tony Smith, Ed.D., Superintendent
 Timothy White, Associate Superintendent, Facilities Planning and Management
Board Meeting Date May 9, 2012
Subject Independent Consultant Agreement for Professional Services - AON - McClymonds Intrusion Alarm Replacement Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON for Supervision of the Fire Alarm Design Services on behalf of the District at McClymonds Intrusion Alarm Replacement Project, in an amount not-to exceed \$50,250.00. The term of this Agreement shall commence on May 9, 2012 and shall conclude no later than December 20, 2013.

Background Fire Alarm Installation Supervision contract for additional quality assurance, as required for all OUSD Fire Alarm projects.

Local Business Participation 0.00% (Sole Source)
 Percentage

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 for Supervision of the Fire Alarm Design Services on behalf of the District at McClymonds Intrusion Alarm Replacement Project, in an amount not-to exceed \$50,250.00. The term of this Agreement shall commence on May 9, 2012 and shall conclude no later than December 20, 2013.

Fiscal Impact

Fund 35

Attachments

- Independent Consultant Agreement including scope of work

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(CONSTRUCTION RELATED)**

McClymonds Middle School Intrusion Replacement

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **22nd day of March, 2012** by and between the Oakland Unified School District, Oakland, California ("District") and **AON Fire Protection Engineering Corporation** 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 design and construction administration services for the McClymonds High Intrusion Replacement project. Services will include field survey, meetings, preparation of construction drawings, technical specifications, Division of State Architect approval process, bid and construction services and closeout.

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 May 9, 2012 and conclude no later than December 20, 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

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input type="checkbox"/>	W-9 Form

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 **Fifty thousand, two hundred fifty dollars and no cents (\$50,250.00)**. 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

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.

Consultant's performance of 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, death, or property damage, or for which 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, including without limitation the payment of all consequential damages.

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

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: 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 amended accordingly. If Consultant receives a written termination notice from the District, and 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:

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 Corporation
1850 Gateway Blvd., Suite 1030
Concord, CA 94520

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.

(This section is intentionally blank. The use of this space is for any amendments to the Agreement.)

Waiver 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

AON
McClymonds Middle School Intrusion Replacement
Project Number: 12104

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.

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

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London
Jody London, President, Board of Education

Date: 5/18/12

Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., Secretary, Board of Education

Date: 5/10/12

Timothy White
Timothy White, Associate Superintendent Facilities Planning and Management

Date: [Signature]

AON FIRE PROTECTION ENGINEERING CORPORATION

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

Date: 4/24/12

APPROVED AS TO FORM:

Catherine Boskoff
Catherine Boskoff, Facilities Counsel

Date: 4.22.12

LEGISLATIVE FILE
File ID Number 12-1126
Introduction Date 5-9-12
Enactment Number 12-1277
Enactment Date 5-9-12 *BQ*

Information regarding Consultant:

Consultant: Mr. Michael Knoras
Aon Fire Protection Engineering Corporation

License No.: 19646 - California

Address: 3505 Koger Boulevard, Suite 175
Duluth, GA 30096-8908

Telephone: 770-381-1126

Facsimile: 770-381-9539

E-Mail: michael.knoras@aon.com

36-253-1450:
Employer Identification and/or Social Security Number

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

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: Delaware
 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.

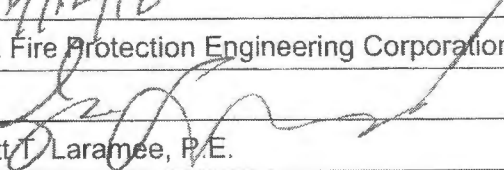
Date:

4/12/12

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

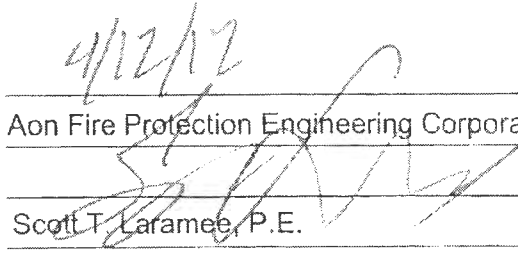
_____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name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

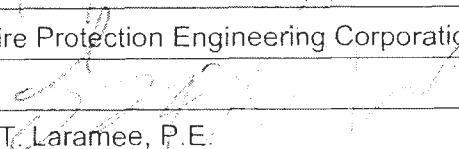
Date: 4/12/12
Proper Name of Consultant: Aon Fire Protection Engineering Corporation
Signature: 
Print Name: Scott T. Laramee, P.E.
Title: Director, San Francisco Office

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: 4/12/12

Proper Name of Consultant: Aon Fire Protection Engineering Corporation

Signature: 

Print Name: Scott T. Laramie, 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. (See attached proposal)



March 9, 2012

Via Email
mary.ledezma@ousd.k12.ca.us

Ms. Mary Ledezma
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Intrusion Alarm Design Services
McClymonds High School Intrusion Alarm Replacement
Oakland, California
Aon FPE Proposal No. 12-0746

Dear Ms. Ledezma:

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

Aon FPE's understanding is that the intrusion alarm system will be replaced for the entire campus of McClymonds High School under one scope of design work with a single submittal. The design will include the main building, and the gymnasium. Our proposal includes labor and estimated fees for the Division of the State Architect (DSA) submittal. Aon FPE will reuse architectural background drawings from the recent McClymonds fire alarm replacement project as the backgrounds for this project.

Basic Services

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

Phase I: Design Services

- Review Oakland Unified School District (OUSD) intrusion alarm records to develop design criteria
- Conduct site surveys to determine the condition of the existing intrusion alarm system. Locate and identify existing devices for demolition, and identify locations for new intrusion alarm controls and sensors. Three site visits are budgeted.
- Prepare intrusion alarm construction drawings and technical specifications in accordance with OUSD Standards. Drawings shall include demolition drawings indicating unused devices for removal. Intrusion alarm construction drawings will be prepared in AutoCAD format.
- Submit two sets of Aon FPE's preliminary construction drawings, and technical specifications to the Client for review and comment.
- Attend a maximum of two project meetings with the Client and OUSD to review preliminary construction drawings and the design intent.

Aon Fire Protection Engineering Corporation
1850 Gateway Boulevard, Suite 1030 | Concord, CA 94520
t +1.925.827.5858 | f +1.925.827.8997 | aonfpe.com

- Revise the construction drawings to incorporate appropriate comments received from the Client and OUSD. One revision is budgeted.
- Review of documents by Aon FPE's electrical engineer of record for the project. Provide professional engineer stamp and signature on submittal documents.
- Prepare DSA required forms and submit three sets of Aon FPE's final construction drawings, datasheets, and technical specifications to DSA. Aon FPE's fee includes an estimated \$2,500.00 for DSA application fees.
- Prepare one revision of the construction drawings based on DSA plan review comments.
- Resubmit project submittal documents to DSA for over-the-counter (back check) approval.
- Submit three sets of Aon FPE's approved final construction drawings, datasheets, and specifications to the Client in hard copy and electronic (Adobe, AutoCAD) formats.

Phase II: Bid Services

- Participate in one pre-bid meeting arranged by the Client to discuss the project with bidders and provide clarification and technical assistance regarding contractors' questions. Aon FPE will prepare one addendum, if necessary.

Phase III: Construction Services

- Attend one pre-construction and one "pre-pull" meeting with the selected contractor and the Client. Meetings shall be arranged by the Client.
- Provide general consulting regarding the project to the Client. (Estimated Senior Designer hours: 80.) Consulting time may be used for:
 - Providing clarifications to the contractor
 - Mitigating contractor problems and/or conflicts
 - Providing recommendations/solutions
 - Assisting with requests for change orders
- Participation in one construction start-up meeting and a maximum of five construction progress meetings
- Perform five construction observation surveys during construction. Construction observations will be coordinated with construction progress meetings.
- Witness the final acceptance test of the intrusion alarm system with the Client, contractor, OUSD, and the Client. Two days are estimated to complete the acceptance test.
- Prepare and submit DSA forms required for project closeout.

Professional Fee

Aon FPE's fee for Basic Services will be a fixed fee of \$50,250.00, which includes Reimbursable Expenses.

Phase	Fee
Phase I: Design Services	\$27,600.00
Phase II: Bid Services	\$2,600.00
Phase III: Construction Services	\$20,050.00
Total	50,250.00

The fee for Basic Services does not include Additional Services described herein.

The fee reflects the Client providing Aon FPE with copies of architectural, mechanical, electrical and structural drawings, and floor and reflected ceiling plans for all buildings within the scope of work.

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, plus expenses, 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:

- Developing or revising architectural background drawings
- Fire alarm system design, testing and consulting
- Automatic sprinkler system design, testing and consulting
- Mechanical, structural or civil engineering and consulting
- Additional submittals beyond those described in Basic Services
- Testing or evaluation of the existing intrusion alarm system
- Special hazard fire suppression system design, testing and consulting
- Smoke control system design and testing/special inspection
- Building code and accessibility consultation
- Property and casualty loss control services

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 floor and reflected ceiling plans by means of electronic media compatible with AutoCAD.
- Provide Aon FPE with all drawings, including existing as-built intrusion alarm system, architectural, structural, mechanical, and electrical plans, and other information pertaining to the project. These documents are for Aon FPE's use in preparing the drawings. It is understood that Aon FPE may rely upon the accuracy of all documents and electronic data furnished.
- Aon FPE will reuse architectural background drawings from the recent McClymonds fire alarm replacement project as the backgrounds for this project.
- Provide Aon FPE access to all areas of the building for the purpose of conducting the site visit.
- Provide OUSD personnel familiar with the site to assist with the investigation of existing inter-building conduits available for intrusion alarm use.

Terms and Conditions

This proposal is valid for 60 days.

Aon FPE reserves the right to assign personnel on an "as available" basis.

Surveys and reviews 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 be limited to a total aggregate amount that is the **greater** of the annual compensation Aon FPE earns on your account, or U.S. \$1,000,000. 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 of the

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 **David Secoda** at +1.925.826.0653 or at **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: _____

pfk(r/stl)

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: _____



March 9, 2012

Via Email
mary.ledezma@ousd.k12.ca.us

Ms. Mary Ledezma
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: Intrusion Alarm Design Services
McClymonds High School Intrusion Alarm Replacement
Oakland, California
Aon FPE Proposal No. 12-0746

Dear Ms. Ledezma:

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

Aon FPE's understanding is that the intrusion alarm system will be replaced for the entire campus of McClymonds High School under one scope of design work with a single submittal. The design will include the main building, and the gymnasium. Our proposal includes labor and estimated fees for the Division of the State Architect (DSA) submittal. Aon FPE will reuse architectural background drawings from the recent McClymonds fire alarm replacement project as the backgrounds for this project.

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- Submit two sets of Aon FPE's preliminary construction drawings, and technical specifications to the Client for review and comment.
- Attend a maximum of two project meetings with the Client and OUSD to review preliminary construction drawings and the design intent.

Aon Fire Protection Engineering Corporation
1850 Gateway Boulevard, Suite 1030 | Concord, CA 94520
t +1.925.827.5858 | f +1.925.827.8997 | aonfpe.com

- Revise the construction drawings to incorporate appropriate comments received from the Client and OUSD. One revision is budgeted.
- Review of documents by Aon FPE's electrical engineer of record for the project. Provide professional engineer stamp and signature on submittal documents.
- Prepare DSA required forms and submit three sets of Aon FPE's final construction drawings, datasheets, and technical specifications to DSA. Aon FPE's fee includes an estimated \$2,500.00 for DSA application fees.
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 - Providing recommendations/solutions
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 - Perform five construction observation surveys during construction. Construction observations will be coordinated with construction progress meetings.
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- _____ days are estimated to complete the above items.
- Prepare and submit DSA forms required for project closeout.

Professional Fee

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Phase	Fee
Phase I: Design Services	\$27,600.00
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- Building code and accessibility consultation
- Property and casualty loss control services

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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

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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 be limited to a total aggregate amount that is the **greater** of the annual compensation Aon FPE earns on your account, or U.S. \$1,000,000. 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 of the

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/18/2012

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 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.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Aon Corporation and Aon Fire Protection Engineering Corp 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:	

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570045954977 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			GL4014104628	06/01/2011	06/01/2012	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 4014104760	06/01/2011	06/01/2012	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 RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	Y/N	N/A	WC4014104547 WC4014104497 WC4014104449	06/01/2011 06/01/2011 06/01/2011	06/01/2012 06/01/2012 06/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000

Certificate No.: 570045954977

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Aon fire Protection Engineering Corporation, 1850 Gateway Blvd., Suite 1030, Concord, CA 94520, Aon FPE No. 12-0746 - McClymonds High School Intrusion Alarm Design Services. Oakland Unified School District, the State of California and their agents, representatives, employees, trustees, officers, consultants and volunteers are included as Additional Insured with respect to the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein is Primary and Non-contributory to other insurance available to the certificate holder. The above terms are as required by written contract but limited to the operations of the Insured under said contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER oakland Unified School District Department of Facilities Planning and Management Attn: Timothy E. White 955 High Street Oakland CA 94601 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2012

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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.): (847) 953-5390	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Aon Corporation (See Subsidiary Information Below) 200 E. Randolph Chicago IL 60601 USA	INSURER A:	Lexington Insurance Company	19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570045954970 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
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE DAMAGE TO RENTALS PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED. RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE
				Errors & Omissions SIR applies per policy terms & conditions			Aggregate \$1,000,000

Certificate No : 570045954970

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Aon Fire Protection Engineering Corporation, 1850 Gateway Blvd., Suite 1030, Concord, CA 94520, Aon FPE No. 12-0746 - McClymonds High School Intrusion Alarm Design Services.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District Department of Facilities Planning and Management Attn: Timothy E. White 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>

INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM


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

Contractor Information					
Contractor Name	AON	Agency's Contact	David Secoda		
OUSD Vendor ID #	V053604	Title	Project Manager		
Street Address	1850 Gateway Blvd., Suite 1030	City	Concord	State	CA Zip 94520
Telephone	925-827-5858	Policy Expires	6-1-2012		
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 #	12104				

Term			
Date Work Will Begin	5-9-2012	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-20-2013

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$50,250.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$
Other Expenses		Requisition Number	

Budget Information				
<small>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</small>				
Resource #	Funding Source	Org Key	Object Code	Amount
9299, 9399, 9499	Fund 35	3039003890	6252	\$50,250.00

Approval and Routing (in order of approval steps)					
<small>Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to you!</small>					
#	Division Head	Phone	Fax	Signature	Date Approved
1.	Charles Love	510-535-7081	510-535-7082		4-20-12
2.	General Counsel, Department of Facilities Planning and Management				4.22.12
3.	Associate Superintendent, Facilities Planning and Management				
4.	President, Board of Education				