

Board Office Use: Legislative File Info.	
File ID Number	16-0171
Introduction Date	2-10-2016
Enactment Number	16-0233
Enactment Date	2-10-16



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer
Lance Jackson, Interim Deputy Chief, Facilities Planning and Management

Board Meeting Date February 10, 2016

Subject Independent Consultant Agreement for Professional Services - AON Fire Protection Engineering Corporation - Sankofa at Washington Expansion - New Construction Project

Action Requested Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON Fire Protection Engineering Corporation for Engineering Services on behalf of the District at the Sankofa at Washington Expansion - New Construction Project, in an amount not-to exceed \$14,980.00. The term of this Agreement shall commence on February 10, 2016 and shall conclude no later than December 31, 2017.

Background AON Fire Protection Engineering Corporation has been retained by the District to provide fire and intrusion alarm design services.

Discussion Peer consultant will provide oversight during design and construction to help the design team resolve issues early and to help avoid costly changes. A new High Performance modular building middle school is planned to support grade expansion from grades K-5 to grades K-8.

Procurement Method Professional Services Agreement - Formal - Advertised RFP / Awarded to entity following OUSD competitive solicitation process.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of an Independent Consultant Agreement for Professional Services with AON Fire Protection Engineering Corporation for Engineering Services on behalf of the District at the Sankofa at Washington Expansion - New Construction Project, in an amount not-to exceed \$14,980.00. The term of this Agreement shall commence on February 10, 2016 and shall conclude no later than December 31, 2017.

Fiscal Impact Measure J

Attachments

- Independent Consultant Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. _____

Department: OUSD Facilities

Vendor Name: AON Fire Protection Engineering Corp.

Project Name: Sankofa Expansion Project

Project No.: 13125

Contract Term: Start Date: 1-2-2016

End Date: 12-31-2017

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$ 14,490.00

Approved by: Tadasshi Nakadegawa & lance Jackson

Is Vendor a local Oakland Business or have they meet the requirements of the Local Business Policy? Yes ☐ No ☒

Why was this Vendor selected?

Compliance with OUSD Building & Grounds & Facilities policy to hire a peer consultant for all fire alarm and/or intrusion alarm projects. AON is sole source selected by Building & Grounds and Facilities to be the peer consultant for all projects containing fire alarm and/or intrusion alarm work.

Summarize the services this Vendor will be providing.

Review fire and intrusion construction drawings and specifications; Attend meetings including pre-pull meeting with contractors. Perform observation during installation. Witness final testing for compliance to approved DSA documents and for final acceptance by OUSD

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Comparative analysis of similar projects previously awarded to AON based on size of project and fee was adjusted accordingly.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

AON Fire Protection and Engineering Corporation

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the **2nd day of November in the year 2015**, between the **Oakland Unified School District** ("District") and **AON Fire Protection Engineering Corporation** ("Contractor") (referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such services and advice and the Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by the District;

WHEREAS, the Contractor agrees to perform the Services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall furnish to the District the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide review of fire and intrusion alarm construction drawings at 90% submittal. Attend pre-construction meeting and pre-pull meetings. Perform observations during construction, during conduit rough-in and during fire and intrusion device installation. Witness the final acceptance test of the fire alarm and intrusion systems.

2. **Term.** Contractor shall commence providing services under this Agreement on **January 27, 2016**, and will diligently perform as required or requested by District as applicable. The term for these services shall expire on **December 31, 2017**. This Agreement may be extended upon mutual approval of both parties on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/> _____	Signed Agreement	<input checked="" type="checkbox"/> _____	Workers' Compensation Certificate
<input checked="" type="checkbox"/> _____	Insurance Certificates & Endorsements		
<input type="checkbox"/> _____	Bonds (as requested by District)		
<input checked="" type="checkbox"/> _____	Debarment Certificate		

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in **Exhibit "A,"** on an hourly basis and a per-item basis, as applicable, and up to **a maximum amount not-to-exceed Fourteen thousand, nine hundred eighty dollars and no cents (\$14,980.00)**. District shall pay Contractor only for all undisputed amounts in installment

payments within thirty (30) days after the Contractor 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 Contractor for any costs or expenses paid or incurred by Contractor in performing the Work. Expenses will not be charged on the Work above the maximum not-to-exceed amount of NA (\$ 0.00). Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.
6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her 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. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Contractor 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 Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor 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. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Termination.**
 - 11.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is

acceptable so that the District can attempt to procure the Services from another source.

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

11.3.1. material violation of this Agreement by the Contractor; or

11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

11.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor'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 ceases, 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 such termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and reasonable attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, to the extent caused by the negligence or willful misconduct of Contractor, its employees or subcontractors. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnified Parties. In recognition of the relative risks and benefits of the project to both the District and the Consultant, the risks have been allocated such that the District agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's parent, affiliated and subsidiary companies (the Consultant's companies) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the aggregate liability of the Consultant and the Consultant's companies shall not exceed \$2,500,000 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of actions however alleged or arising, unless otherwise prohibited by law.

13. Insurance.

13.1. The Contractor 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.

- 13.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Contractor's performance of any portion of the Services. (Form CG 0001 and CA 0001)
- 13.1.2. **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 Contractor 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.
- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor'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 General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 13.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 13.2.1. If required, Consultant shall provide a letter 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."
- 13.2.2. 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.
- 13.2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall

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

13.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

13.3. **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.

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

15. **Compliance with Laws.** Contractor 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. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor 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 Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

17. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of

the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor 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 Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
22. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
23. **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.
24. **Disputes.** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.
25. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
26. **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:

Oakland Unified School District
955 High Street
Oakland, CA 94583
Attn: Tadashi Nakadegawa
Tel: 510-535-7038

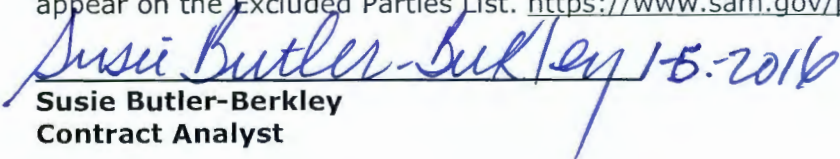
Contractor
5000 Executive Parkway
Suite 340
San Ramon, CA 94583
Attn: David Secoda
Tel: 925-827-5858

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.

27. **Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE Program).** Contractor shall comply with the requirements of the District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's L/SL/SLRBE Program can be obtained on the District website, at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, Bids and Requests for Proposals.
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 administration 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. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

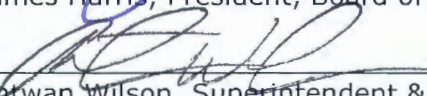
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation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


Susie Butler-Berkley
Contract Analyst

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT


James Harris, President, Board of Education 2/10/16 Date


Artwan Wilson, Superintendent & Secretary, Board of Education 2/10/16 Date


Lance Jackson, Interim Deputy Chief, Facilities Planning and Management 1/13/16 Date

CONTRACTOR


By: Manuelita E. David 12/21/15 Date
Its: Office Leader | San Francisco Office

APPROVED AS TO FORM:


OUSD Facilities Legal Counsel 1 7 15 Date

File ID Number: 16-0171
Introduction Date: 2-10-16
Enactment Number: 16-0233
Enactment Date: 2-10-16

Information regarding Contractor:Contractor: Aon Fire Protection Engineering Corporation

License No.: _____

Address: 5000 Executive Parkway, Suite 340
San Ramon, CA 94583Telephone: 925-827-5858Facsimile: 925-867-3420E-Mail: manuelita.david@aon.com

Type of Business Entity:

☐ Individual ☐ SoleProprietorship ☐ Partnership ☐ LimitedPartnership ☐ Limited Liability Company☒ Corporation, State: Delaware☐ Other: _____**EIN** 36-253-1450

Employer Identification and/or Social Security Number

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

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- 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 its 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: 12/21/15Proper Name of Contractor: Aon Fire Protection Engineering CorporationSignature: Manuelita E. DavidPrint Name: Manuelita E. DavidTitle: Office Leader | 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 District prior to performing any Work under this Contract.)

EXHIBIT A
Scope of Services

Contractor shall perform the following Services:

1. See the following Aon FPE proposal 15-2179-1.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Independent Contractor Agreement- Special Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☒ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

☒ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, Manuelita E. David, Office Leader, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date:

12/21/15

Name of Consultant or Company:

Aon Fire Protection Engineering Corporation

Signature:



Print Name and Title:

Manuelita E. David

Office Leader | San Francisco Office

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

Aon Fire Protection

I am aware of and hereby certify that neither Engineering Corporation [Type name of Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Contractor or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 21st day of December 2015 for the purposes of submission of this Agreement.

By:

Manuelita E. David

Signature

Manuelita E. David

Typed or Printed Name

Office Leader | San Francisco Office

Title



EXHIBIT A

October 22, 2015

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

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

Re: Fire and Intrusion Alarm Consulting Services
Sankofa at Washington Elementary School Expansion
581 61st Street
Oakland, California 94609
Aon FPE Proposal No. 15-2179

Dear Ms. Ledezma:

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

Oakland Unified School District (OUSD) has requested Aon FPE to provide design review and installation supervision of the fire and intrusion alarm systems alterations for the Sankofa Elementary School Expansion project. The expansion will provide 9 new classrooms and 1 new Administration building on the existing campus.

The Sankofa Elementary School Expansion project is currently in design by other consultants. It is our understanding that the project will involve one permit submittal and be constructed in two phases. Phase 1 will be construction of 5-7 new classrooms and a new Administration Building. Phase 2 will be construction of 2-4 new classrooms and site amenities. Anticipated construction is mid-2016.

Basic Services

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

- Review 90% Construction Documents (CD) fire and intrusion alarm construction drawings, datasheets, and specifications for compliance with California Building & Fire Code, DSA Guidelines, NFPA 72 requirements, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems review only. Aon FPE will provide a letter report of plan review comments. Aon FPE anticipates printing PDF files for review and as such the printing expense is included in our fee. (One initial plan review and one back check plan review are budgeted.)
- Attend one "pre-pull" meeting with the selected contractor and the Client. The meeting shall be arranged by the Client.
- Perform two construction observation surveys; that is, one survey during each phase of construction. Surveys will be conducted prior to device installation. Survey observations will be documented and submitted to the Client.

- Witness the final acceptance/reacceptance tests of the fire alarm and intrusion alarm systems with the Client, contractor, OUSD, and the inspector of record (IOR). It is anticipated that four visits will be required for testing during Phase 1 and two visits during Phase 2. Results of the tests will be recorded and submitted to the Client. (Project budget includes the following: Phase 1 - two fire alarm visits and two intrusion alarm visits. Phase 2 - one fire alarm visit and one intrusion alarm visit).

Professional Fee

Aon FPE's fee for Basic Services will be a fixed fee of \$14,980.00, which includes Reimbursable Expenses.

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

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

If the project is canceled prior to completion of Aon FPE's services, Aon FPE's charges will be based upon the actual time expended at the Billing Rates in effect at the time of project cancellation.

Reimbursable Expenses

Reimbursable Expenses are included in the fee for Basic Services.

The Client agrees to reimburse Aon FPE for any transportation and/or living expenses incurred by Aon FPE as a result of the Client canceling or rescheduling a meeting or site visit. These expenses will be billed at cost plus ten (10) percent.

Additional Services

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

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

- Additional site visits.
- Testing and evaluation of existing systems.
- Witnessing fire and intrusion alarm pre-tests
- Building and fire code analysis and appeals.
- Review of shop drawings beyond two submittals.
- Review of requests for payment and change orders from the contractor.
- Additional construction observation visits beyond those noted in Basic Services.
- Additional time for system acceptance testing beyond that noted in Basic Services resulting from owner or contractor's delays or deficiencies.
- Final review of the fire and intrusion alarm systems and preparation of a report listing all deficiencies.

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

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

Client's Responsibilities

The Client agrees to:

- Provide Aon FPE access to all areas of the building for the purpose of conducting the site visit.
- Ensure system is ready to commence testing immediately upon arrival of inspectors.
- Ensure that all approvals from the California Division of the State Architect and other agencies are on site including, but not limited to, approved permit drawings and shop drawings documentation. In addition, ensure that copies of all permits, variances, waivers, or other types of agreements concerning the project are available for review prior to testing.
- Provide portable radios.
- Provide ladders for testing applicable devices.
- Providing UL listed canned smoke, magnets flow gauges, magnahelic pressure gauges and all other equipment and materials required to test systems and devices.
- Providing personnel with keys for: access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- Provide personnel authorized to contact the central station to take fire alarm monitoring out of service for portions of the test.
- Provide personnel familiar with the operation and location of air handling units, elevators, and emergency generator, where applicable.
- Provide at least three (3) individuals for fire alarm system testing. One (1) person will remain at the panel for signal identification and system resets. The other persons will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one (1) of these individuals shall be an installing contractor who is familiar with the installation.

Failure of the Client to provide any of the required items will result in cancellation of the test at the discretion of the inspector(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2015

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

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

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

COVERAGES**CERTIFICATE NUMBER:** 570060610782**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL 4014103835	06/01/2015	06/01/2016	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
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BUA 4014103656	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	ANY AUTO						
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED	RETENTION					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC4014100059	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC4014100014	06/01/2015	06/01/2016	E.L. EACH ACCIDENT \$1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			WC4014100157	06/01/2015	06/01/2016	E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Aon Fire Protection Engineering Corporation, 5000 Executive Parkway, Suite 340, San Ramon, CA 94583, Aon FPE 15-2179, OUSD - Sankofa at Washington ES Expansion. Oakland Unified School District, their representatives, employees, trustees, officers and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The above terms are as required by written contract. Coverage per Endorsement: GL AI CG2010.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland CA 94601 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570060610782

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE OBLIGATED TO PROVIDE GENERAL LIABILITY INSURANCE BY A WRITTEN CONTRACT OR AGREEMENT.	
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2015

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PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Aon Corporation and Aon Fire Protection Engineering Corp 200 E. Randolph Chicago IL 60601 USA	INSURER A: Illinois National Insurance Co	23817
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 570060610726	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
A	E&O-PL-Primary			039331049 Errors & Omissions SIR applies per policy terms & conditions	03/01/2015	03/01/2019	Each Claim Aggregate
							\$1,000,000 \$1,000,000

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

RE: Aon Fire Protection Engineering Corporation, 5000 Executive Parkway, Suite 340, San Ramon, CA 94583, Aon FPE 15-2179, OUSD - Sankofa at Washington ES Expansion.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Attn: Susie Butler-Berkley 955 High Street Oakland CA 94601 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570060610726

Board Preparation – Bullet points

Business Operations:

Department: Facilities

Board Date:

What is this for? New Contract for AON Engineering for the Sankofa Expansion Project #13125

Why is this item necessary? AON will serve as a 3rd party peer consultant which results in quality control from design to field installation.

Compliance with OUSD Building & Grounds & Facilities policy to hire a peer consultant for all fire alarm and/or intrusion alarm projects. AON provides a specialty service and has been selected by Building & Grounds and Facilities to be the peer consultant for all projects containing fire alarm and/or intrusion alarm work.

Scope of Services includes: Advise OUSD on system design. Review fire and intrusion construction drawings and specifications; Attend meetings including pre-pull meeting with contractors. Perform observation during installation. Witness final testing for compliance to approved DSA documents and for final acceptance by OUSD.

Comparative analysis of similar projects previously awarded to AON based on size of project and fee was adjusted accordingly to assure best value to OUSD>

Approximate cost: \$14,490

History of the purchase of this item/service: n/a

? **What did we do last year?** n/a

? **Are we doing it differently this year?** If yes, then why? n/a

? **Are there any savings or efficiencies?** n/a

Issues:

? **Are there any issues that we need to be aware of?** no

? **Are we aware of any prior issues with the Board Members on this item?**
no

Miscellaneous:

? **Is there any communication plan necessary for this item?** no

? **Any key statistics on this item?** n/a

? **Is there anything else I need to know about/beware of for this item?**



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

Project Information			
Project Name	Sankofa at Washington	Site	161
Basic Directions			
Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.			
Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	AON Fire Protection Engineering Corp.	Agency's Contact	David Secoda				
OUSD Vendor ID #	V053604	Title	Project Manager				
Street Address	5000 Executive Parkway, Suite 340	City	San Ramon	State	CA	Zip	94583
Telephone	925-827-5858	Policy Expires	6-1-2016				
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input type="checkbox"/> No				
OUSD Project #	13125						

Term			
Date Work Will Begin	2-10-2016	Date Work Will End By (not more than 5 years from start date)	12-31-2017

Compensation			
Total Contract Amount	\$	Total Contract Not To Exceed	\$14,980.00
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
9350	Measure J	1619905890	6215	\$14,980.00

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