Board Office Use: Legislative File Info.		
File ID Number	16-1576	
Introduction Date	6-23-2016	
Enactment Number	16-1031 4	
Enactment Date	6-22-2016	



Memo

To Board of Education

From Antwan Wilson, Superintendent and Secretary, Board of Education

By: Vernon Hal, Senior Business Officer

Joe Dominguez, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 23, 2016

Subject Independent Contactor Agreement for Professional Services - Simplex Grinnell

- Sankofa at Washington Expansion - New Construction

Action Requested

Approval by the Board of Education of an Independent Contractor Agreement between the District and Simplex Grinnell, Livermore, CA., for the latter to provide supervision to the electrical contractor, modular building fabricator and/or low voltage installer of the fire alarm system during the following critical path periods: Conduit installation, wire pulling, wire continuity, review/testing & Termination/trimming of devise, one technical will be assigned to supervise installation during construction on site and will be p[resent off-site at modular vendor's fabrication shop in Modesto, California. Work will be tracked on a T & M basis & Not to Exceed approved fee, in conjunction with the Sankofa at Washington Expansion - New Construction project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing July 1, 2016 and concluding no later than December 31, 2017, in an amount not-to exceed \$11,200.00.

Discussion

The overall project includes construction of a new middle school classroom and administration building nine (9) classrooms to support grade expansion from grades K-5 to grades K-8.

LBP (Local Business Participation Percentage)

0.00% (Sole Source)

Procurement Method

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

Recommendation

Approval by the Board of Education of an Independent Contractor Agreement between the District and Simplex Grinnell, Livermore, CA., for the latter to provide supervision to the electrical contractor, modular building fabricator and/or low voltage installer of the fire alarm system during the following critical path periods: Conduit installation, wire pulling, wire continuity, review/testing & Termination/trimming of devise, one technical will be assigned to supervise installation during construction on site and will be p[resent off-site at modular vendor's fabrication shop in Modesto, California. Work will be tracked on a T & M basis & Not to Exceed approved fee, in

conjunction with the Sankofa at Washington Expansion - New Construction project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing July 1, 2016 and concluding no later than December 31, 2017, in an amount not-to exceed \$11,200.00.

Fiscal Impact

Fund 21, Measure J

Attachments

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



CONTRACT JUSTIFICATION FORM This Form Shall Be Submitted to the Board Office With Every Consent Agenda Contract.

Legislative File ID No. 1675
Department: Facilities Planning & Management
Vendor Name: Simplex Grinnell
Project Name: Sankofa Expansion Project Project No.: 13125
Contract Term: Intended Start: 9-1-2016 Intended End: 12-31-2017
Annual (if annual contract) or Total (if multi-year agreement) Cost: \$_11,200.00
Approved by: Tadashi Nakadegawa & Joe Dominquez
Is Vendor a local Oakland Business or have they met the requirements of the
Local Business Policy? Yes No 7
How was this Vendor selected?
Summarize the services this Vendor will be providing.
Simplex will provide supervision to the electrical contractor, supervision to the modular building fabricator and/or low-voltage installer of the Simplex fire alarm system during the following critical path periods: Conduit Installation, Wire Pulling, Wire Continuity Review/Testing & Termination/Trimming of Devices. One technician will be assigned to supervise installation during construction on site and will be present off-site at modular vendor's fabrication shop in Modesto, California. Work will be tracked on a T&M basis & Not to Exceed approved fee.
Was this contract competitively bid? Yes No
If No, please answer the following:
1) How did you determine the price is competitive?
The labor hours to perform on-site supervision was determined to be consistent with the effort on past projects of similar size.

2)	Pleas	se check the competitive bid exception relied upon:
	Ш	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)
	Ш	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)
	Щ	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]
	\sqcup	Piggyback" Contracts with other governmental entities
		Perishable Food
	\checkmark	Sole Source
	Ш	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
3)		Not Applicable - no exception - Project was competitively bid

Legal 10/27/15 rev. 5/16/16 2

OAKLAND UNIFIED SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into and upon Board of Education approval as indicated below ("Contract"), by and between **SimplexGrinnell** and Oakland Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or 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 work includes supervision to the electrical contractor, modular building fabricator and/or low voltage installer of the fire alarm system during the following critical path periods: Conduit installation, wire pulling, wire continuity, review/testing & Termination/trimming of devise, one technical will be assigned to supervise installation during construction on site4 and will be p[resent off-site at modular vendor's fabrication shop in Modesto, California. Work will be tracked on a T & M basis & Not to Exceed approved fee.

- Term. Contractor shall provide services commencing July 1, 2016 and concluding no later than 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:

Χ	Signed Agreement	<u>X</u>	Workers' Compensation Certificate
Χ	Insurance Certificates & Endorsements	-	W-9 Form
N/A	Bonds (as requested by District)		Other: Fingerprinting
X	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 Eleven thousand, two hundred dollars and no cents (\$11,200.00). 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 **Zero (\$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.

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		\$ 1,000,000
Each Occurrence		\$ 1,000,000
General Aggregate		
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

- 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. 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."
 - 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 94601

Attn: Tadashi Nakadegawa

Tel: 510-535-7038

Contractor

SimplexGrinnell 6952 Preston Ave, Ste. A Livermore, CA 94551

Attn: Andrew Milne Tel: 925-273-0099

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 app@ar on the Exgluded 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

anthi	6/22/16
James Harris, President, Board of Education	n Date
1991	6/22/16
Antwan Wilson, Superintendent & Secretar	y, Board of Education Date
(/)	6
Joe Dominguez, Facilities Planning and Ma	nagement Date
CONTRACTOR	
Stacy March	ck 6.9.16
By: Its:	Stacey Marchuk Date Operations Manager San Francisco 417
APPROVED AS TO FORM;	
MW	6.15.16
OUSD Facilities Legal Counsel	Date

File ID Number: 16-1576
Introduction Date: 6-22-16
Enactment Number: 16-1031
Enactment Date: 6-22-16
By:

Information regarding Contractor:	
Contractor: Simplex someil License No.: 986047 Address: 4952 Mr Ston Ale	EIN56-2608860 Employer Identification and/or Social Security Number
Telephone: 925-233 0100 Facsimile: 925-23-0120 E-Mail: 920-0120	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
Type of Business Entity: Individual Sole Proprietorship Partnership Limited Partnership	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.
Limited Liability Company Corporation, State: Other:	-

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:	6.9.16	
Proper Name of Contractor:		Stacey Marchuk
Signature:	Stacy Marchuk.	Operations Manager
Print Name:	0	San Francisco 417
Title:		·

(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

See the attached Proposal from the Contractor:				



EXHIBIT A

6952 Preston Ave Ste A LIVERMORE, CA 94551-9545 (925) 273 0100 FAX: (925) 273 0099 www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:

Oakland Unified School Dist 955 High St Buildings & Grounds OAKLAND, CA 94601-4404 Attn: Mary Ledezma

Phone: (510) 535-7055 EXT(____) Fax:

Project: OUSD-Sankofa ES-Exp. Supv. Customer Reference: SimplexGrinnell Reference: 992094801 Date: 04/18/2016

ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

Comments

Scope of Work:

SALES TAX

- Provide supervision to the electrical contractor and/or low-voltage installer of the fire alarm system components during the following critical path periods during all phases of the 2016 Washington Sankofa ES Expansion Project:
 - Conduit Installation
 - Wire Pulling
 - Wire Continuity Review/Testing
 - Termination/Trimming of Devices
- 2. This proposal accounts for the presence of (1) technician during the above referenced phases during the construction schedule. The technician will be supervising installation during (20) mobilizations in (4) hour increments, or as needed.
- This work will be on a T&M basis, in a Not to Exceed format. Work will be tracked and costs submitted as the work progresses.

QTY MODEL NUMBER DESCRIPTION UNIT PRICE EXT. PRICE

FA Supervision Labor

COMM LAB COMMISSIONING LABOR

140.00

11,200,00

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below <u>must</u> 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:
District Representative's Name and Title:
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,, 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

[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.

(http://www.meganslaw.ca.gov/).

Date:	6.9.14	
Name of Consultant or Company:	SimplexGrinnell	
Signature:	StacyMarchuk	
Print Name and Title:	Stacey Marchuk	
	Operations Manager	
	San Francisco 417	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither supplied from [Type name Contractor] nor its principals are presently debarred, suspended, proposed for debarment, declar 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 that transactions, solicitations, proposals, contracts and subcontracts.	ed ent
Where the Contractor or any lower participant is unable to certify to this statement, it shall atta an explanation hereto.	ch
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the about named Contractor on the day of 2016 for the purpos of submission of this Agreement.	ve
Signature Stacey Marchuk Operations Manager Typed or Printed Name Francisco 417 Title	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2016

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).

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			HDO G27400358	10/01/2015	10/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000 1,000,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	2,000,000
IES PER:						GENERAL AGGREGATE	\$	4,000,000
LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
						COMBINED SINGLE LIMIT	\$	2.000.000
			ISA H08859905 (AOS)	10/01/2015	10/01/2016		S	2,000,000
			, ,	10/01/2015	10/01/2016		S	
N-OWNED			, (, (,)	1.000.00		PROPERTY DAMAGE (Per accident)	\$	
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OCCUR						EACH OCCURRENCE	\$	
CLAIMS-MADE						AGGREGATE	\$	
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			WLR C48592272 (All Other States)	10/01/2015	10/01/2016	X PER X OTH-		
CUTIVE C			WLR C48592284 (AZ, CA & MA)	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	S	2,000,000
IN.	N/A		SCF C48592296 (WI)	10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
helow						E.L. DISEASE - POLICY LIMIT	\$	2,000,000
	CLAIMS-MADE S SECUTIVE N S below CATIONS / VEHICL S Oakland Unified s der this policy as a syees, trustees, offi	OCCUR CLAIMS-MADE S ECUTIVE N N/A S below CATIONS / VEHICLES (AG S Oakland Unified School Eder this policy as a result of the pyees, trustees, officers, co	CHEDULED UTOS OCCUR CLAIMS-MADE CECUTIVE N N/A S below CATIONS / VEHICLES (ACORD S Oakland Unified School District der this policy as a result of any eyes, trustees, officers, consulta	OCCUR CLAIMS-MADE WLR C48592272 (All Other States) WLR C48592284 (AZ, CA & MA) SCF C48592296 (WI) CATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, marks of Calland Unified School District, the state and their agents, representative der this policy as a result of any contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees, trustees, officers, consultants, and volunteers on a primary non-contract or agreement entered into by the pyees.	CHEDULED JTOS ISA H08859917 (NH) (Primary AL) OCCUR CLAIMS-MADE WLR C48592272 (All Other States) WLR C48592272 (All Other States) WLR C48592284 (AZ, CA & MA) SCF C48592296 (WI) CATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if mo is Oakland Unified School District, the state and their agents, representatives, employees, trust der this policy as a result of any contract or agreement entered into by the Named Insured and objects, trustees, officers, consultants, and volunteers on a primary non-contributory basis. In Acord	CATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is requires of this policy as a result of any contract or agreement entered into by the Named Insured and Oakland Unified Seyes, trustees, officers, consultants, and volunteers on a primary non-contributory basis. In Accordance with the	ISA H08859905 (AOS) 10/01/2015 10/01/2016 BODILY INJURY (Per person)	ISA H08859905 (AOS) ISA H08859917 (NH) (Primary AL) ISA H08859905 (AOS) ISA H08859917 (NH) (Primary AL) ISA H08859905 (AOS) ISA H08859907 (AOS) ISA H08859917 (NH) (Primary AL) ISA H08859907 (AOS) ISA H08859917 (NH) (Primary AL) IO/01/2016 ISA H08859907 (AOS) ISA H08859917 (NH) (Primary AL) IO/01/2016 ISA H08859917 (NH) (Primary ADS) IO/01/2016 IO/01/

CERTIFICATE HOLDER CANCELLATION Oakland Unified School District Department of Facilities Planning and Management 955 High Street Oakland, CA 94601 AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Matthew Ferry

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AGENCY CUSTOMER ID: 58880

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Marsh USA, Inc.		NAMED INSURED SimplexGrinnell LP 6952 Preston Avenue	
POLICY NUMBER		Suite A Livermore, CA 94551	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Locations:

OUSD Police Services @ Cole Elementary School 1011 Union Street

Oakland High School 1023 MacArthur Boulevard

Administration Building Annex 1025 2nd Avenue

Encompass Academy @ Acom Woodland Elementary School & Child Development Center 1025 81st Avenue

Bella Vista Elementary School 1025 E 28th Street

Esperanza @ Stonehurst Elementary School 10315 E Street

La Escuelita Elementary School 1050 2nd Avenue

Dewey High School 1111 2nd Avenue

Lockwood Child Development Center 1125 69th Avenue

Rudsdale Continuation School 1180 70th Avenue

Hintil Kuu Ka Child Development Center 11850 Campus Drive

Carl Munck Elementary School 11900 Campus Drive

Skyline High School 12250 Skyline Boulevard

Ralph Bunche Academy 1240 18th Street

Highland Child Development Center 1322 86th Avenue

Bridges Academy @ Melrose Elementary School & Child Development Center 1325 53rd Avenue

Roots International @ Havenscourt Middle School 1390 66th Avenue

Garfield Elementary School 1640 22nd Avenue

Achieve & World Academy @ Hawthorne Elementary School 1700 28th Avenue

Lafayette Elementary School 1700 Market Street

Shands Annex 1710 45th Avenue

Montclair Elementary School 1757 Mountain Boulevard

Alliance Academy @ Elmhurst Middle School 1800 98th Avenue

Arroyo Viejo Child Development Center 1895 78th Avenue

Roosevelt Middle School 1926 19th Avenue

Jefferson Child Development Center 1975 40th Avenue

Global Family Living & Learning without Limits @ Jefferson Elementary School 2035 40th Avenue

United For Success @ Calvin Simmons Middle School 2101 35th Avenue

Family Community Center 2111 International Boulevard

Lincoln Elementary Shool 225 11th Street

Hillside Academy 2369 84th Street

Manzanita Elementary School 2409 E 27th Street

Bella Vista Child Development Center 2410 10th Avenue

Shands Adult School 2455 Church Street

Henry J Kaiser Elementary School 25 S Hill Court

McClymonds High School 2607 Myrtle Street

Manzanita Child Development Center 2618 Grande Vista Avenue

Westlake Middle School 2629 Harrison Street

Centro Infantil Child Development Center 2660 E 16th Street

Think College Now @ Cesar Chavez Elementary School & Child Development Center 2825 International Boulevard

Frick Middle School 2845 64th Avenue

Foster Special Education School 2850 West Street

Yuk Yau Child Development Center 291 10th Street

Hillcrest Elementary School 30 Marguerite Drive

Urban Promise Academy 3031 E. 18th Street

MetWest High School 314 E 10th Street

Fruitvale Elemantay School & Child Development Center 3200 Boston Avenue

AGENCY CUSTOMER ID: 58880

LOC#: New York



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY Marsh USA, Inc.		NAMED INSURED SimplexGrinnell LP 6952 Preston Avenue	
POLICY NUMBER		Suite A Livermore, CA 94551	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER:

25

FORM TITLE: Certificate of Liability Insurance

Marshall Elementary School 3400 Malcolm Avenue

Explore @ Luther Burbank Elementary School 3550 64th Avenue

Allendale Elementary School & Child Development Center 3670 Penniman Avenue

Bret Harte Middle School 3700 Coolidge Avenue

Ascend School 3709 E 12th Street

Sequoia Elementary School & Child Development Center 3730 Lincoln Avenue

Edna Brewer Middle School 3748 13th Avenue

Laurel Elementary School 3750 Brown Avenue

Laurel Child Development Center 3825 California Street

Burckhalter Elementary School 3994 Burckhalter Avenue

Madison Middle School 400 Capistrano Drive

Brookfield Elementary School & Child Development Center 401 Jones Avenue

Street Academy 417 29th Street

Glenview Elementary School 4215 La Cresta Avenue

Piedmont Elementary School 4314 Piedmont Avenue

Oakland Technical High School 4351 Broadway Avenue

Redwood Heights Elementary School 4401 39th Avenue

Oakland International High School 4521 Webster Street

John Swett School (Lower) 4551 Steele Street

Tilden Education Center (Upper) 4551 Steele Street

Peralta Elementary School & Child Development Center 460 63rd Street

Fremont High School 4610 Foothill Boulevard

Sobrante Park Elementary School 470 El Paseo Drive

Grass Valley Elementary School & Child Development Center 4720 Dunkirk Avenue

Melrose Leadership @ Maxwell Park Elementary School 4730 Fleming Avenue

Emerson Elementary School & Child Development Center 4803 Lawton Avenue

Community Day School 4917 Mountain Boulevard

Horace Mann Elementary School 5222 Ygnacio Avenue

Crocker Highlands Elementary School & Child Development Center 525 Midcrest Road

Arts Far West High School 5263 Broadway Terrace

Urban Montessori @ Sherman Elementary School 5328 Brann Street

Santa Fe Child Development Center 5380 Adeline Street

Joaquin Miller Elementary School 5525 Ascot Drive

Montera Middle School 5555 Ascot Drive

Claremont Middle School 5750 College Avenue

Washington Sankofa Elementary School 581 61st Street

Thomhill Elementary School 5880 Thornhill Drive

Washington Child Development Center 6097 Racine Street

Aspire Berkeley Maynard Academy 6200 San Pablo Avenue

Yu Ming & Golden Gate Child Development Center 6232 Herzog Street

Greenleaf @ Whittier Elementary School 6328 E 17th Street

Chabot Elementary School 6686 Chabot Road

Futures @ Lockwood Elementary School & Child Development Center 6701 International Boulevard

Markham Elementary School 7220 Krause Avenue

Cleveland Elementary School 745 Cleveland Street

Lakeview Elementary School & Child Development Center 746 Grand Avenue

Alameda County Board of Education 750 International Boulevard

Parker Elementary School & Child Development Center 7929 Ney Avenue

Webster Child Development Center 7980 Plymouth Street

Harriet R Tubman Child Development Center 800 33rd Street

AGENCY CUSTOMER ID: 58880

Loc #: New York



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Marsh USA, Inc.		NAMED INSURED SimplexGrinnell LP 6952 Preston Avenue	
POLICY NUMBER		Suite A Livermore, CA 94551	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25

FORM TITLE: Certificate of Liability Insurance

East Oakland Pride @ Webster Elementary School 8000 Birch Street

Lazear Elementary School 824 29th Avenue

King Estates Middle School 8251 Fontaine Street

Highland Academy @ Rise Elementary School 8521 A Street

Piedmont Child Development Center 86 Echo Avenue

Castlemont High School 8601 MacArthur Boulevard

Howard Elementary School & Child Development Center 8755 Fontaine Street

Hoover Elementary School 890 Brockhurst Street

OUSD Warehouse 900 High Street

Stonehurst Child Development Center 901 105th Avenue

Emery Unified Charter @ Santa Fe Elementary School 915 54th Street

Franklin Elementary School 915 Foothill Boulevard

Place @ Prescott Elementary School 920 Campbell Street

OUSD Buildings & Grounds 955 High Street

Martin Luther King Elementary School & Child Development Center 960 10th Street

Barack Obama Academy 9736 Lawlor Street

Education for Change & Reach Academy @ Cox Elementary School & Child Development Center 9860 Sunnyside Street

West Oakland/Kipp Bridge @ Lowell Middle School 991 14th Avenue

ADDITIONAL INSURED DESIGNATED PERSONS OR ORGANIZATIONS

Policy Symbol	Policy Number H08828362	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
---------------	----------------------------	---	-------------------------------

The shove is required to be completed only when the and orang and allowing the incompleted by the proportion of the policy,

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUBINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsoment. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents,
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Rensessitative

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

		Policy Period	Effective Date of Endorsement
ISA	H08828362	10/01/2014 TO 10/01/2015	

Insert tipe policy number. The remainder of the information is to be completed only when this endotsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Schedule

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shell read: All persons or entities added as additional insureds (brough an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

Page 1 of 1

POLICY NUMBER: ISA H08828362

Endorsement Number: 1

COMMERCIAL AUTO CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Tyco International Management Company, LLC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Namod Insured	Tyco International Man	agement Company, LLC	Endorsement Number 4
Policy Symbol HDO	Polley Number G27337818	Polloy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
	e of Insurance Company) an Insurance Company	Ly years and the second of the	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

· The coverage and/or limits of this policy, or

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

David a Jelichan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance (2)You have agreed in writing in a contract or Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

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

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

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

Workers' Compensation and Employers' Liability Policy

Named Insured TYCO INTERNATIONAL MANAGEMENT COMPANY, LLC	Endorsement Number Policy Number				
9 ROSZEL ROAD					
PRINCETON NJ 08540	Symbol: WLR Number: C48018737				
Policy Period	Effective Date of Endorsement				
10-01-2014 TO 10-01-2015	10-01-2014				
Issued By (Name of Insurance Company)					
ACE AMERICAN INSURANCE COMPANY					
Insert the policy number. The remainder of the information is to be completed only v	when this endorsement is issued subsequent to the preparation of the policy.				

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

			Schedule
1.	()	Specific Waiver
			Name of person or organization:
	(X)	Blanket Waiver
			Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2.	Op	eratio	ns:

3. Premium:

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

4. Minimum Premium: \$0

Authorized Agent

Alisa Damaso

Illustrator and Graphic Designer

Berkeley, CA - Email me on Indeed: indeed.com/r/Alisa-Damaso/2f7af6c9afec311a

I'm an illustrator and graphic designer with a background in writing and communications. I never leave the house without a sketchbook because I have an unstoppable impulse to create, and this drives my passion for visual art and design.

I'm also driven to help others, which is why I started Killer Creatives, an art blog dedicated to working artists of all levels and disciplines. KC strives to create a supportive community of artists sharing their struggles and successes amidst a competitive climate.

Authorized to work in the US for any employer

WORK EXPERIENCE

Graphic Design Intern

California Nurses Association / National Nurses United - Oakland, CA - September 2015 to Present

Responsibilities

Assists the CNA/NNU communications department with print and web design projects in high-profile promotional campaigns for healthcare justice using Adobe Creative Suite.

Accomplishments

Designs fliers, brochures, direct mail, social media graphics and promotional materials on a daily basis for union nurses across the country on tight deadlines.

Skills Used

Graphic design, layout design, Adobe Creative Suite, illustration, copy editing, communicaion

Founder, Editor

Killer Creatives - San Francisco, CA - April 2012 to Present

Head of online art magazine featuring exceptional people pursuing creative careers. Conducting interviews and writing various articles, editorials and reviews; and curating related social media pages. Killer Creatives aims to keep artists productive, inspired and supportive of one another.

Communication Associate

IABC - San Francisco, CA - January 2014 to May 2015

Responsibilities

Responsible for positively promoting IABC and delivering its key messages to a range of audiences, primarily members, but also including non-member communication professionals, journalists, and industry leaders through a variety of channels including online, print, and broadcast media. Provides support to IABC's member communication, social media, and external communication programs and initiatives by working closely with other members of the HQ staff, particularly the marketing and content teams. Builds IABC's brand and the reputation of its members, as well as provide valued, professional communication to its membership.

Accomplishments

Developed, updated and designed new marketing materials for membership to help worldwide chapters promote IABC membership benefits; produced, filmed and edited 4 promotional videos for IABC Member

Month and for future IABC promotions; implemented email and social media campaigns to build awareness and community within the organization; compiled a useful and comprehensive marketing toolkit for the 2014 IABC World Conference for our chapter leaders to use on their sites; updated and implemented an online toolkit for IABC chapter leaders on the WordPress platform.

Skills Used

Communication; writing and editing; photography and video production, filming, and video editing; graphic design.

Assistant Editor

IABC - San Francisco, CA - May 2012 to January 2014

Responsibilities

Supported the publishing department through writing, editing, and research for IABC publications; video, multimedia, and Web content production; author communications; and administrative tasks. Duties also include copy editing, proofreading, research, fact-checking, copywriting and content management for IABC publications: monthly digital member magazine, Communication World; monthly online-based newsletter, CW Bulletin (final run March 2013); and IABC blog, CW Observer.

Accomplishments

Assisted CW's transition from a bimonthly print publication to a monthly digital app for all devices, managed columns in CW, wrote timely and compelling blog posts for CW Observer. In-house photography and light video production at the 2013 World Conference in New York. Took staff headshots for company website.

Skills Used

Copy editing, proofreading, and abstract writing for case studies; content creation and curation for IABC's website, web design, video production, filming, and video editing.

Copywriter

The Dan Eldon Project - Malibu, CA - February 2011 to February 2012

Created and updated copy for The Dan Eldon Project website, blog, and social media pages with news and events regarding DEP and The Creative Visions Foundation. Also communicated with fellow non-profit organizations and brand partners for PR and marketing strategies.

Writer's Assistant

Rocket Fuel Pictures - Los Angeles, CA - May 2009 to February 2012

Right-hand woman to Scott Lew, a quadriplegic Hollywood screenwriter who is an ALS patient. Speech-to-text transcription (Final Draft, MS Word and WordPress), interpreting in social situations, correspondence with agent and manager, emails, phone, research, organization, proofreading and editing.

EDUCATION

Certificate in Graphic and Web Design

Bay Area Video Coalition - San Francisco, CA 2015 to 2016

BA in English, Creative Writing

California State University - Los Angeles, CA 2004 to 2008

SKILLS

Graphic Design (1 year), Adobe Illustrator (1 year), Adobe Photoshop (4 years), Adobe InDesign (Less than 1 year), Writing (10+ years), Copy Editing (4 years), Video Production (2 years), Video Editing (2 years), Social Media (5 years), Wordpress (6 years), HTML (Less than 1 year), CSS (Less than 1 year)

LINKS

http://www.alisadamaso.com

http://www.behance.net/alisadamaso

http://www.killercreatives.com

http://www.linkedin.com/in/alisadamaso

CERTIFICATIONS

Graphic and Web Design

January 2016 to Present

BAVC inspires social change by empowering media makers to develop and share diverse stories through art, education and technology. The TechSF program at BAVC offers training in high-growth IT occupations that are currently in demand in order to prepare San Francisco's residents for entry into dynamic careers in the Information Technology Industry. BAVC is accredited by the Bureau of Private and Post-secondary Vocational Education (BPPVE).

ADDITIONAL INFORMATION

Skills and Key Traits:
Adobe Creative Suite
Illustration
Graphic Design
Hand-lettering
Typography
Writing & Editing
Photo, Film & Video
Adaptability
Rapid Learning

Initiative

Organization

Collaboration

Resourcefulness

Curiosity

Grit



INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES ROUTING FORM

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Proj	ect Name	Sankofa at Was	hington Expansion –	New Construction	Site	161		
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	Division Head	1		P	none	510-535-7038	Fax	510-535-7082
1.	Director, Faci	lities Planning ar	nd Management	and the second s				1
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