Board Office Use: Le	gislative File Info.
File ID Number	16-1913
Introduction Date	9-14-2016
Enactment Number	14-1488
Enactment Date	9-19-166



## Memo

To

Board of Education

From

Antwan Wilson, Superintendent and Secretary, Board of Education

By: Vernon Hal, Senior Business Officer

Joe Dominguez, Interim Deputy Chief, Facilities Planning and

Management

**Board Meeting Date** 

September 14, 2016

Subject

Independent Contractor Agreement for Professional Services - Simplex Grinnell

- Foster Central Commissary Project

**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 and or low voltage installer of the fire alarm system components during the installation of conduit, wire pulling, and connections of devices, in conjunction with the Foster Central Commissary Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 15, 2016 and concluding no later than November 1, 2018, in an amount not-to exceed \$22,000.00.

To guarantee the installation of the fire alarm system has been properly

installed.

LBP (Local Business Participation Percentage) 0.00%

Procurement Method

Discussion

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 and or low voltage installer of the fire alarm system components during the installation of conduit, wire pulling, and connections of devices, in conjunction with the Foster Central Commissary Project, more specifically delineated in the scope of services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing September 15, 2016 and concluding no later than November 1, 2018, in an amount not-to exceed \$22,000.00.

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 II	DNO. 16-1913				
Department:	Facilities Planning and Management				
Vendor Name:	SimplexGrinnell				
Project Name:	Foster Central Commissary	Project	No.:	13133	
Contract Term:	Intended Start: 8/24/2016 Intended	led End:	11/1	/2018	
Annual (if annua	l contract) or Total (if multi-year agreement	) Cost:	\$22,000	.00	
Approved by:	Tadashi Nakadegawa				
Is Vendor a local	Oakland Business or have they meet the req	uirements	of the		
Local Business Po	Policy? Yes (No if Unchecked)				
How was this Ver	ndor selected? ict's fire alarm consultant for this type of install				
Summarize the se	ervices this Vendor will be providing.				
	on to the electrical contractor and or low voltage	a installar o	ftha fir	ea alarm evetam componente during	
	duit, wire pulling, and connection of devices.	e instance of	i the fil	e atami system components during	
Was this contract	t competitively bid?	ed)			
If No, please answ 1) How did you de	er the following: etermin the price is competitive?				
The labor rates ha	ve previously been negotitated with the District				

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, competitve selection process)
☐ Energy conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative 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
3) $\square$ Not Applicable - no exception - Project was competitively bid

3)

#### Independent Contractor Agreement Less Than \$87,700

This Independent Contractor Agreement ("Agreement" or "Contract") is made as of the 11th day of July in the year 2016, between the **Oakland Unified School District** ("District") and **Simplex Grinnell** ("Consultant"). The District and Consultant may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

**WHEREAS**, the District is authorized to contract with and employ any persons for the furnishing of special and professional services and advice if those persons are specially trained and experienced and competent to perform the services required;

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

**WHEREAS**, the Consultant 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**. Consultant shall furnish to the District the following services, as more fully described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):

The scope of the project is to provide supervision to the electrical contractor and or low voltage installer of the fire alarm system components during installation of conduit, wire pulling and connection of devices.

- 2. Term. Consultant shall commence providing Services under this Agreement on September 15, 2016, and will diligently perform as required or requested by District as applicable. The term for these Services shall expire on November 1, 2018. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
- 3. **Submittal of Documents**. The Consultant shall not commence the Work under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

X	Signed Agreement		W-9 Forin
X	Insurance Certificates & Endorsements	X	Workers' Compensation Certificate
N/A	Bonds (as requested by District)	X	Debarment Certification
X	Fingerprinting/Criminal Background		Other:
	Investigation Certification		

- 4. Compensation. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, at the rates indicated and as more specifically described in Exhibit "B," on an hourly basis and a per-item basis, as applicable, and up to a maximum amount not-to-exceed Twenty-two thousand dollars and cents (\$22,000.00) ("Contract Price"). District shall pay Consultant only for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred

by Consultant in performing the Work. Expenses will not be charged on this Work above the maximum not-to-exceed amount of the Contract Price. Rates for expenses are included on the Schedule of Fees and Charges attached hereto as **Exhibit "B"**.

- 6. **Materials**. Consultant 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. Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program: Consultant shall comply with the requirements of 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 Local Business Participation Policy can be obtained on the District's website, at www.ousd.k12.ca.us, under District Services, Facilities Planning & Management Department, Blds and Requests for Proposals.
- 8. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an Independent contractor. Consultant 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. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

#### 9. Standard of Care.

- 9.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
- 9.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
- 9.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 9.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10. Originality of Services. Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

#### 12. Termination.

- 12.1. Without Cause by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **Without Cause by Consultant**. Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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

- 12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.
- 13. **Indemnification**. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or Injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Consultant in conjunction with this Agreement. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

#### 14. Insurance.

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

    Commercial General Liability Insurance and Any Auto Automobile Liability.

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

Type of Coverage	Minimum Requirement			
Commercial General Liability Insurance, including				
Bodlly 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				

- 14.2. **Proof of Carriage of Insurance**. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
  - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been malled to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 14.2.2. Language stating In particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
  - 14.2.3. An endorsement stating that the District and the State and their 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 Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

- 14.2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
- 14.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- **15. Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
- 16. Compliance with Laws. Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
- 17. Labor Code Requirements. Consultant and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District/COE. In addition, the Consultant and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Consultant or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Registration: As applicable, Consultant and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. Certified Payroll Records: Consultant and its subcontractor(s) shall keep accurate certified payroll records of employees, as applicable, and shall make them available to the District/COE immediately upon request.
- 18. Permits/Licenses. Consultant and all Consultant'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.
- 19. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant 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.
- 20. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
- 21. 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900

- and Labor Code Section 1735. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
- 22. Fingerprinting of Employees. The Consultant 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 Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant 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 Consultant'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 Consultant. 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.
- 23. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
- 24. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 25. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 26. **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 Partles. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.
- 27. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 28. **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

900 High Street Oakland, CA 94601

Tel: 510-535-7038; Fax: 535-7042

ATTN: Tadash! Nakadegawa

#### Consultant

Simplex Grinnell 6952 Preston Avenue Livermore, CA 94551 Tel: 925-273-1217 ATTN: Andrew Milne

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.

- 29. 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.
- 30. **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 California county in which the District's administration offices are located.
- 31. Walver. The walver 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.
- 32. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, your or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 33. **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

Date

Antwan Vision, Superintendent & Secretary, Board of Education

Date

Date

Date

APPROVED AS TO FORM:

OUSD Facilities Legal Counsel

CONSULTANT

Introduction Date: 14-14-16

Enactment Number: 16-14-16

Date

Enactment Date: 9-14-10

By:

## EXHIBIT "A" Scope of Services

Consultant shall perform the following Services:

[INCLUDE/ATTACH A DETAILED SCOPE OF WORK (DO NOT INCLUDE ANY TERMS FROM CONTRACTOR'S PROPOSAL]



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

## SimplexGrinnell Quotation EXHIBIT A

TO:

Oakland Unified School Dist 955 High St **Buildings & Grounds** OAKLAND, CA 94601-4404

Attn: John Esposito

Phone: (510) 535-7049 EXT( ) Fax: (510) 535-7042

**Project: Foster Commissary Supervision** 

Customer Reference:

SimplexGrinnell Reference: 982988601

Date: 01/26/2015 Page 1 of 4

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.

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

QTY

MODEL NUMBER

**DESCRIPTION** 

**UNIT PRICE** 

**EXT. PRICE** 

**FA Supervision** 

Labor

120 COMM LAB SALES TAX COMMISSIONING LABOR

140.00

16,800.00

Total net selling price, FOB shipping point, \$16,800.00

#### Comments

#### Scope of Work:

- 1. 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 Central Commissary at Foster ES 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 (30) mobilizations in (4) hour increments, or as needed.
- 3. 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.

#### **Information regarding Consultant:**

Consultant:	SimplexGrinnell LP			
License No.:	986047			
Address:	6952 Preston Ave, Suite A			
	Livermore, CA 94551			
Telephone:	925-273-0100			
Facsimile:	925-273-0120			
E-Mall:	ghele@slmplexgrinnell.com			
Type of Business Entity:  Individual Sole Proprietorship Partnership Limited Partnership Corporation, State: Limited Liability Company Other:				

58-2608867

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

#### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

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

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

Date:	8-17-16	
Proper Name of Consultant:	Simple Grinnell I D	
Signature:	- SCICA	
Print Name:	Darrell Sackwar	
Title:	Area General Manager	

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

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

I am aware of and hereby certify that neither SimplexGrinnell LP [Type name of Consultant] 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 Consultant 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 Consultant on the 12th day of August 20 16 for the purposes of submission of this Agreement.  By:  Signature  Darrell Sackwar
Typed or Printed Name  Area General Manager  Title

#### CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

execute this certi	esentative of the Consultant currently under contract ("Contract") with the familiar with the facts herein certified, and am authorized and qualified to ficate on behalf of Consultant. Consultant has taken at least one of the with respect to the construction Project that is the subject of the Contract ly):
employees pursuant to none of the Education employees	has complied with the fingerprinting requirements of Education Code section ith respect to all Consultant's employees and all of its subcontractors' who may have contact with District pupils in the course of providing services the Contract, and the California Department of Justice has determined that ose employees has been convicted of a felony, as that term is defined in Code section 45122.1. A complete and accurate list of Consultant's and of all of its subcontractors' employees who may come in contact with ills during the course and scope of the Contract is attached hereto; and/or
to commen	Education Code section 45125.2, Consultant has installed or will Install, prior cement of Work, a physical barrier at the Work Site, that will limit contact insultant's employees and District pupils at all times; and/or
be under th who the Ca violent or s	Education Code section 45125.2, Consultant certifies that all employees will e continual supervision of, and monitored by, an employee of the Consultant Ilfornia Department of Justice has ascertained has not been convicted of a erious felony. The name and title of the employee who will be supervising amployees and its subcontractors' employees is
Name: _	
Title:	
The Work of subcontractors.	on the Contract is at an unoccupied school site and no employee and/or or supplier of any tier of Contract shall come in contact with the District
Consultant that will be	ffenders). I have verified and will continue to verify that the employees of on the Project site and the employees of the Subcontractor(s) that will be site are <u>not</u> listed on California's "Megan's Law" Website w.ca.gov/).
Subcontractors, and	bility for background clearance extends to all of its employees, employees of Subcontractors coming into contact with District pupils they are designated as employees or acting as independent contractors of
Date:	8-17-14
Proper Name of Consul	tant: SimplexGrinnell LP
Signature:	yun
Print Name:	Darrell Sackwar
Title:	Area General Manager



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/18/2016

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).

c	ertificate holder in lieu of such endor	, cer	ent(s	policies may require an er ြ.	ndorse	ement. A sta	tement on th	is certificate does not o	onfer	rights to the
_	DDUCER		3111	E	CONTA NAME:	ACT				
	Marsh USA, Inc. 1166 Avenue of the Americas			1	PHONE	E Harri		FAX		
	New York, NY 10036			1	E-MAIL	lo, Ext):		(A/G, No)		
				1	ADDRE	ESS:		-ana-magnicoration of magn		
5888	80 -GAWX-CASUA-15-16			1		INS ER A : ACE Amer		RDING COVERAGE		NAIC # 22667
	URED				The second second second	ER A : ACE AITIEF ER B : ACE Fire U		CONTRACTOR		20702
	SimplexGrinnell LP 6952 Preston Avenue			J	_			any of North America		43575
	Suite A			1			Illaurance compe	any or north America		43575
	Livermore, CA 94551			1	INSUR					
					INSURE					
CO	VERAGES CER	₹TIFi	CAT	E NUMBER:		C-008061647-03		REVISION NUMBER: 11	1	
CI EX	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	OF I EQUIP PERT POLI	INSUI REME TAIN.	RANCE LISTED BELOW HAVENT, TERM OR CONDITION ( THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	VE BEE	EN ISSUED TO Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE	HE POL	WILLIAM THE
LTR	TYPE OF INSURANCE	INSD	D WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs	
Α		X	X	150 0074000E0		1010110015		EACH OCCURRENCE	\$	2,000,000
· ·	CLAIMS-MADE X OCCUR			HDO G27400358		10/01/2015	10/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			1					MED EXP (Any one person)	s	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	X POLICY PRO- JECT LOC							GENERAL AGGREGATE	\$	4,000,000
	- AMPLIE							PRODUCTS - COMP/OP AGG	\$	4,000,000
	AUTOMOBILE LIABILITY	X	X					COMBINED SINGLE LIMIT	\$	
Α	X ANY AUTO	52	355	ISA H08859905 (AOS)		10/01/2015	10/01/2016	(Ea accident)	\$	2,000,000
Α	X ALL OWNED SCHEDULED		1	ISA H08859917 (NH) (Primary AL)	1		10/01/2016	BODILY INJURY (Per person)	\$	
	X NON-OWNED	( /		( , , , , , , , , , , , , , , , , , , ,	,	10/01/2010	10/01/2010	BODILY INJURY (Per accident) PROPERTY DAMAGE	_	
	AUTOS AUTOS							(Per accident)	\$	272 222 221
	UMBRELLA LIAB OCCUR		-						\$	250,000 CSL
	EXCESS LIAB CLAIMS-MADE	1 /	1 '					EACH OCCURRENCE	\$	
	DED RETENTIONS	ii l	[					AGGREGATE	\$	
	WORKERS COMPENSATION		Х	WLR C48592272 (All Other States)	()	10/01/2015	10/01/2016	X PER X OTH-	\$	
A	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  N	4!		WLR C48592284 (AZ, CA & MA)		10/01/2015	10/01/2016	E.L. EACH ACCIDENT	•	2,000,000
В	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		SCF C48592296 (WI)		10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
- 6	If yes, describe under DESCRIPTION OF OPERATIONS below	1		, ,				E.L. DISEASE - POLICY LIMIT	5	2,000,000
		П						E.L. DISEASE - POLICY LIMIT	\$	2,000,000
2500										
In Acc are inc and the waiver employ	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL cordance with the policy provisions Oakland Unified S cluded as an additional insured under this policy as a neir agents, representatives, employees, trustees, officer of subrogation applies per contract or agreement entryees, trustees, officers, consultants, and volunteers.	School I result o cers, co	District of any c consulta	t, the state and their agents, represen contract or agreement entered into by ants, and volunteers on a primary non-	ntatives, e by the Nar n-contribu	employees, trustee med Insured and C itory basis, In Acco	es, officers, consu Oakland Unified So ordance with the r	ultants, and volunteers ichool District, the state policy provisions, the		
24179424744	Altached)									
CER	RTIFICATE HOLDER	_			CANC	ELLATION				
	Oakland Unified School District Department of Facilities Planning and Manageme 955 High Street Oakland, CA 94601	∍nt			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.	NCELL E DEL	ED BEFORE IVERED IN
						IZED REPRESEN USA Inc.	TATIVE			

Rudy P. Milfort

AGENCY CUSTOMER ID: 58880

LOC #: New York



#### ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY		NAMED INSURED	
Marsh USA, Inc. POLICY NUMBER		SimplexGrinnell LP 6952 Preston Avenue 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 @ Acorn 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 @ Hawlhome 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

Manzanila Elementary School 2409 E 27th Street

Bella Visla 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		NAMED INSURED
Marsh USA, Inc.		SimplexGrinnell LP 6952 Preston Avenue
POLICY NUMBER		Suite A
		Livermore, CA 94551
CARRIER	NAIC CODE	21
1 		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

Peralla 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

Thornhill 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

Chabol 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

Marsh USA, Inc. POLICY NUMBER		NAMED INSURED SimplexGrinnell LP 6952 Preston Avenue Suite A Livermore, CA 94551
ARRIER 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 Estales 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

	Tyco International Mana	Endorsement Number 2		
Policy Symbol ISA	Polley Number H08628362	Policy Period 10/01/2014 70 10/01/2015	Effective Date of Endorsemen	
	of Insurance Company) an Insurance Company	1 TOTAL TOTA		

#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS 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 endorsement. 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.

Have a Alidanna Authorized Representative

#### NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Dallar Armstall	I Ballan Still Carro	TB-III B-1-1	
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08828362	10/01/2014 TO 10/01/2015	

Insert the policy rumber. The remainder of the information is to be completed only when this endersement 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

#### <u>Schedule</u>

Organization

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: All persons or entities added as additional insureds (hrough 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

DA-21886a (04/11)

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 walve 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

Policy Symbol	Polloy Number	Polley Period	Effective Date of Endorsement
HDO	G27337818	10/01/2014 TO 10/01/2015	

# 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 covorage and/or limits of this policy, or

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

Should a Jelichamer

#### 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 engoing 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
9 ROSZEL ROAD PRINCETON NJ 08540	Policy Number Symbol: WLR Number: C48018737
Policy Period	Effective Date of Endorsement
10-01-20·14 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 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.

Yo de	ou m scrib	ust n	maintain payroll records accurately segregating the remuneration of your employees while engaged in the verthe 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.	Οp	erati	ons:
			¥
3.	Pre	miur	n·
	The	e prei payre	mium charge for this endorsement shall be
4.	Mi	nimu	m Premium : \$0
			7/
			Authorized Agent



## INDEPENDENT CONSULTANT AGREEMENT ROUTING FORM

Project Information									
Proi	roject Name   Foster Central Commissary				Site   184				
Basic Directions									
	Services o	annot be pi	rovided until the o			nd a Pu	rchase Order	has be	en issued.
The state of the s	chment   ElPro	of of general	liability insurance,	including ce	rtificates and er	dorseme	ents, if contrac		
35				Contracto	r Information				Take of the
Conf	tractor Name	Simplex G	rinnell		Agency's Conta	act Ar	drew Milne		
OUS	D Vendor ID#	1015439			Title	Pr	oject Manager		
Stre	et Address	6952 Pres	ton Avenue		City	Livermo	re Stat	te C	A Zip 94551
Tele	phone	925-273-1			Policy Expires		10-1-	0	<i>b</i>
	tractor History		ly been an OUSD	contractor?	⟨ Yes □ No □	Work	ed as an OUS	D emplo	yee?  Yes X No
OUS	SD Project #	13133							
				T	erm	- 7		1	1 1 1 1
	D. W. d. Will Cod Dr.								
Da	ate Work Will Be		Date Work Will End By (not more than 5 years from start date)  11-1-2018						
-	Date VVORK VVIII Begin 9-15-2016 (not more than 5 years from start date) 11-1-2018								
				Comp	ensation				
To	tal Contract An	nount	\$	T	otal Contract N	lot To E	xceed	T T	
	Pay Rate Per Hour (If Hourly) \$ If Amendment, Changed Amount \$22,000.00								
	her Expenses	ar (ir riodily)	•		equisition Nun				
	Her Expenses				Information		N == 1 1 1		×
	If you are plann	ing to multi-fui	nd a contract using Li			ate and Fe	ederal Office <u>bef</u>	ore comp	oleting requisition
F	lesource #		ng Source	-	Org Key		Object C		Amount
	9350	Fund 21	, Measure J				621	5	\$22,000.00
			,				1		
			Approval a	nd Routing	(in order of app	oroval st	eps)		
			he contract is fully ap		Purchase Order is	s issued.	Signing this doc	ument af	firms that to your
	Division Head				Phone	5	0-535-7038	Fax	510-535-7082
18	Director, Faciliti	les Planning :	and Management					1	
	Signature		P	_	_	Date A	pproved	8/14	16
_	General Counse	el, Departmen	t of Facilities Plann	ing and Man	agement				
2.	Signature	Signature				Date A	pproved		
	Deputy Chief, F	acilities Plani	ning and Manageme	ent		4			
3.	Signature	-//	- Al	1	M	Date /	Approved		
	Senior Business	s Officer	///	1	W			1 1 1 1 1 1	V=   ×   ×
4.	Signature				M	Date /	Approved		
	President, Boar	d of Education	on	! \					
5.	Signature					Date	Approved		