

Board Office Use: Legislative File Info.	
File ID Number	22-0845
Introduction Date	4-27-2022
Enactment Number	22-0738
Enactment Date	4-27-2022 CJH



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools. Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
KJ Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date April 27, 2022

Subject General Services Agreement – Johnson Controls Fire Protection, LP – Claremont Middle School Multi-Purpose Room & Kitchen Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **Johnson Controls Fire Protection, LP**, Livermore, California, for the latter to order and provide materials for the **Fire Alarm Systems, for the Claremont Middle School Multipurpose Room & Kitchen Project** in the not-to-exceed amount of **\$88,850.21**, which includes a not-to-exceed contingency fee of **\$7,644.75**, for additional services, with work scheduled to commence on **April 28, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

Discussion Competitive bidding is not required because the contract amount is under the threshold of \$99,100. Public Contract Code §20111(a).

LBP (Local Business Participation Percentage) 100.00%

Recommendation Approval by the Board of Education of Award of General Services Agreement by and between the **District** and **Johnson Controls Fire Protection, LP**, Livermore, California, for the latter to order and provide materials for the **Fire Alarm Systems, for the Claremont Middle School Multipurpose Room & Kitchen Project** in the not-to-exceed amount of **\$88,850.21**, which includes a not-to-exceed contingency fee of **\$7,644.75**, for additional services, with work scheduled to commence on **April 28, 2022**, and scheduled to last until **October 31, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Measure Y

Attachments

- Agreement
- Proposal
- Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-0845

Department: Facilities Planning and Management

Vendor Name: Johnson Controls Fire Protection, LP

Project Name: Claremont MS MPR & Kitchen

Project No.: 15127

Contract Term: Intended Start: April 28, 2022

Intended End: October 31, 2023

Total Cost Over Contract Term: \$88,850.21

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

Consultant was chosen directly based on specially trained services and experience with similar projects they have provided in the past and is currently work for the District.

Summarize the services or supplies this contractor or vendor will be providing.

Consultant will order and provide materials for the Fire Alarm System.

Was this contract competitively bid? Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Consultant has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Consultant performed work quickly, accurately, and efficiently, and at a reasonable cost to the District.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$99,100 or less (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: _____

Maintenance Contract:

- Price is at or under bid threshold of \$99,100 (as of 1/1/22)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Consultant is providing materials for the Fire Alarm System for the District through the scope of their services. Contract price is \$99,100.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective April 28, 2022 (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Johnson Controls Fire Protection, LP** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the “Basic Services”) for the Claremont Middle School Multi-Purpose Room & Kitchen Project (“Project”): Contractor will order and provide materials for the DSA drawings. The Basic Services includes ordering and providing all materials, as described in the March 25, 2022, proposal, which is attached to this Agreement as Exhibit A. Contractor may only provide other services related to the Project (“Additional Services”) after authorized in writing by District. “Services” shall mean Basic and Additional Services.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** The term for performance of the Services shall begin on **April 28, 2022**, and shall end on **October 31, 2023** (“Term”), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District’s governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District’s insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor’s insolvency. Such termination shall be effective immediately upon Contractor’s receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on total fees paid by District to Contractor for Services under the Agreement shall not-to-exceed EIGHTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY Dollars 21/100(\$88,850.21), which consists of a not-to-exceed amount of EIGHTY-ONE THOUSAND TWO HUNDRED FIVE Dollars AND 46/100 (\$81,205.46) for materials, and a not-to-exceed contingency amount of SEVEN THOUSAND SIX

HUNDRED FORTY-FOUR Dollars AND 75/100 (\$7,644.75) for performance of any Additional Services. Contractor shall perform all Services required by the Agreement even if the applicable not-to-exceed amount has already been paid and no more payments will be forthcoming. Contractor acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on hours worked and hourly rates, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") to the extent arising out of, connected with, or resulting from any negligent or willful act, error, omission, of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the

required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined

by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District’s Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at “Bids and Requests for Proposals.”

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

* * * * *

Exhibit A

Scope of Basic Services



Johnson Controls Fire Protection LP Quotation

To:
Oakland Unified School Dist
1025 81st Avenue
Oakland, CA 94621

Project: OUSD Claremont Multi-Purpose & Kitchen FA Material
- CPQ-209423
Johnson Controls Reference: 650209423
Proposal #: 1
Date: 03/25/2022
Page:

EXHIBIT A

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection (JCFP) is pleased to provide the following Fire Alarm material proposal for OUSD Claremont Middle School -- Multi-Purpose & Kitchen Building. JCFP shall include a 10% contingency cost, breakdown listed below.

\$76,447.46	Material Cost
\$ 4,758.00	Estimated Tax
\$ 7,644.75	10% Contingency
\$88,850.21	Total

Installation and wiring - including all device installation, relocation, conduit, wire, back boxes, terminations and wire pulls - to be provided and performed by Electrical Contractor or others.

Any work/materials other than which have been outlined below will be considered outside the scope of work and will be addressed with a change order.

Our quotation includes the listed material below in accordance with Meek Architecture DSA 01/18/2022 approved drawings "DSA Backcheck" set, dated 11/15/2021 and Johnson Controls Fire Protection qualifications.

Johnson Controls Fire Protection qualifies the following:

1. Listed material only.

**Should these criteria not be met, this proposal will not be accurate and additional cost will result.

Exclusions:

1. Any labor or shop drawings

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities Throughout North America



Johnson Controls Fire Protection LP
6952 Preston Avenue, Suite A
Livermore, CA 94551-9545

2. Permitting and testing

JCFP's "General Terms & Conditions" (attached) shall be made a part of this proposal. Payment for materials/engineering (i.e. service to date) must be received prior to programming/testing.

Delays, Costs and Extensions of Time:

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



Project: OUSD Claremont Multi-Purpose & Kitchen FA Material - CPQ-209423
Johnson Controls Reference: 650209423
Proposal #: 1
Date: 03/25/2022
Page:

Total net selling price, FOB shipping point, \$76,447.46
Total Price with Sales Tax \$81,205.46

The aforementioned quote includes estimated sales tax, if any, and any additional sales tax will be charged in addition to this quote where applicable.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.

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Project: OUSD Claremont Multi-Purpose & Kitchen - CPQ-58476
 Johnson Controls Reference: 650058476
 Proposal #: 1
 Date: 03/25/2022

QTY	MODEL NUMBER	DESCRIPTION
4100ES FACU		
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	4100-9621	BASIC AUDIO W/MIKE-DIGITAL
1	4100-6079	NEW SAFELINC INTERNET INTRFACE
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	4100-1280	8 SWITCH, 8 RED LED MODULE
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE
1	41007905	FACTORY BUILT-MAIN CONFIGURED
2	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
2	4100-5128	BATTERY DIST TERM MODULE
3	4100-3102	MAPNET MODL UPTO 127 PTS SERV
2	4100-5401	ES-PS POWER SUPPLY
1	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
1	4100-0636	BOX TO BOX HARNESS KIT
2	4100-0638	ADDITIONAL 24V HARNESS
1	4100-6080	SERIAL DACT SIDE MOUNT
1	4100-3110	IDNET2+2 250 POINT 4 LOOP MOD
1	41002153	3Bay Glass Dr Pkg Factory Only
1	4100-2320	AUDIO EXPANSION BAY
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL
2	4100-5450	NAC CARD
2	4100-5451	IDNAC CARD
1	4100-3117	MSTR CTRLR IDNET2, FACTORY ONLY
3	4100-2303	LEGACY CARD STABILIZER BRKT
3	4100-0644	120V ES-PS PDM HARNESS
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
12	4100-1279	2 BLANK DISPLAY MODULE
4100ES FAA		
1	4100-9611	REMOTE ANNUN EXTERNAL POWER

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Project: OUSD Claremont Multi-Purpose & Kitchen - CPQ-58476
 Johnson Controls Reference: 650058476
 Proposal #: 1
 Date: 03/25/2022

QTY	MODEL NUMBER	DESCRIPTION
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	4100-1244	REMOTE AUDIO INTERFACE W/MIC
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
5	4100-1279	2 BLANK DISPLAY MODULE
1	41002151	1 BAY PACKAGE SIZE GLASS DOOR
1	4100-2320	AUDIO EXPANSION BAY
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL

Material List

1	2975-9444	1 BAY BB/GDOOR/DRESS PNL PLAT
1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
1	2975-9451	2 BAY BOX& SOLID DOOR PLATINUM
2	2081-9279	BATTERY 110AH
1	2081-9280	BATT CAB ONLY F/2081-9279
1	4603-9101	LCD ANNUNCIATOR
1	4009-9401	4009 ADDRESSABLE CONTROLLER
2	2081-9274	BATTERY 10AH
17	4098-9714	PHOTO SENSOR
12	4098-9733	HEAT SENSOR
3	4098-9734	HIGH TEMP HEAT SENSOR
32	4098-9792	SENSOR BASE
3	4090-9001	SUPERVISED IAM
3	4090-9807	COVER-ADDRESS MODULE SURFACE
3	4090-9810	BRACKET, IAM
2	4090-9002	RELAY IAM
2	4090-9802	COVER-ADDRESS MODULE SURFACE
2	4098-9019	ADDRESS BEAM DETECTOR SYSTEM
2	5000-031	ADDITIONAL 5000 HEAD AND PRISM
4	5000-008	1 PRISM ALIGNMENT ADPTR PLATE
4	5000-201	F-5000 Alignment Bracket
2	5000-009	5000 SYS. CONTROLLER BACK BOX

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Project: OUSD Claremont Multi-Purpose & Kitchen - CPQ-58476
Johnson Controls Reference: 650058476
Proposal #: 1
Date: 03/25/2022

QTY	MODEL NUMBER	DESCRIPTION
2	5000-010	5000 CONT SEMI FL TRIM PLATE
4	1000-018	5000 Detector Protective Wire
8	49VO-APPLW	VO Appliance Only Wall
3	49VOC-WWS	VO Cover, Wall White Logo Only
3	49MP-AVVOWW	Mounting Plate AVVOAO Wall Wht
3	49SO-APPLW-O	SPEAKER APPLIANCE ONLY WALL WP
1	49SOC-WWS-O	SO COVER,WALL,WHITE,LOGO WP
1	49MP-SOWW	MTG PLATE SPKR WALL WHITE
1	49WPBB-SOWW	WEATHERPF BBOX SPEAKR WALL WHT
1	49SO-APPLW	SPEAKER APPLIANCE ONLY WALL MT
1	49SOC-WWS	SPKR COVER WALL RED LOGO ONLY
18	49SV-APPLW	SPKR/VIS APPL ONLY WALL
13	49SVC-WWS	SV COVER WALL WHITE LOGOS ONLY
1	SSU00625	CAB DOC STORAGE AS BUILT RED
2	4099-9021	STATION-LED, SA ADDR, NO GRIP

Internal Labor

DSGN LAB	DESIGN LABOR
PM LAB	PROJECT/CONSTRUCTION MGMT
COMM LAB	COMMISSIONING LABOR

[Redacted]

[Redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
01/28/2012

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

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

PRODUCER: Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI.Distrequest@marsh.com CNA01230006-467-PL-21-32	CONTACT: Chad Marzella Phone: (800) 685-4884 FAX: 414-333-1111 Email: JCI.Distrequest@marsh.com POLICIES BEING AFFORDED COVERAGE: POLICY # 18.836 INSURER A: Zurich International plc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CNA-0801698-11 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	MODELS	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE 3 (CGLT) (CGLT) PRODUCTS (Per occurrence) 3 MED EXP (Per one person) 3 PERSONAL & ADV INJURY 3 GENERAL AGGREGATE 3 PRODUCTS - BODYPOP ADD 3 3
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNERS AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) 3 BODILY INJURY (Per person) 3 BODILY INJURY (Per accident) 3 PROPERTY DAMAGE (Per accident) 3 3
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-ANDC <input type="checkbox"/> BOD <input type="checkbox"/> EXTENTIONS					EACH OCCURRENCE 3 AGGREGATE 3 3
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER (Mandatory in WI) DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT 3 E.L. DISEASE - EA EMPLOYEE 3 E.L. DISEASE - POLICY LIMIT 3
A	Professional Liability		EOC0258 123-04	03/01/09/11	03/01/09/11	Each Claim and Related Claims 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 111, Additional Reports Schedule, may be attached if more space is required)
 Re: Hazard Elementary School Fire Alarm Panel Replacement.

CERTIFICATE HOLDER Oakland Unified School District 805 High Street Oakland, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Marsh USA Inc.</div>
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Claremont MS MPR & Kitchen Project	Site	201
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Johnson Controls Fire Protection, LP	Agency's Contact	Stacey Marchuk		
OUSD Vendor ID #	004981	Title	Project Manager		
Street Address	6952 Preston Ave	City	Livermore	State	CA
Telephone	925-273-0100	Policy Expires			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
OUSD Project #	15127				

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-28-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-31-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$88,850.21
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655 9670	Fund 21 Measure Y	210-9655-0-9670-8500-6262-201-9180-9006-9999-15127	6262	\$88,850.21

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature <i>K. Chatman</i>	Date Approved	3/31/2022		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>Kelly M. Kern</i> Lozano Smith, as to form only	Date Approved	3/31/22		
3.	Deputy Chief, Facilities Planning and Management				
	Signature <i>K. Chatman for T. Nakadegawa</i>	Date Approved	3/31/2022		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature <i>G. Yee</i> Gary Yee	Date Approved	4-28-2022		