

Board Office Use: Legislative File Info.	
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Introduction Date	10/26/2022
Enactment Number	22-1851
Enactment Date	10/26/2022 er



Memo

To Board of Education
From Sondra Aguilera, Acting Superintendent
 Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management

Board Meeting Date October 26, 2022

Subject General Services Agreement – Johnson Controls Fire Protection, LP – Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of General Services Agreement by and between the **District and Johnson Controls Fire Protection, LP, Livermore, California**, for the latter to provide supervision to the contractor of fire and intrusion alarm system components during conduit installation, wire pathing, wire continuity review/testing and termination trimming of devices, for the **Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the not-to-exceed amount of **\$7,920.00**, with work anticipated to commence on **October 27, 2022**, and scheduled to last until **October 1, 2023**, pursuant to the Agreement.

Discussion Contractor will provide supervision to contractor of fire and intrusion alarm system. Contractor was selected based on specially trained services which does not require competitive bidding. (Public Contract Code §20111(d), and (Government Code §53060.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement by and between the **District and Johnson Controls Fire Protection, LP, Livermore, California**, for the latter to provide supervision to the contractor of fire and intrusion alarm system components during conduit installation, wire pathing, wire continuity review/testing and termination trimming of devices, for the **Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement Project**, in the not-to-exceed amount of **\$7,920.00**, with work anticipated to commence on **October 27, 2022**, and scheduled to last until **October 1, 2023**, pursuant to the Agreement.

Fiscal Impact Fund 21 Building Fund, Measure B

- Attachments**
- Contract Justification Form
 - Agreement, including other contract documents
 - Certificate of Insurance
 - Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 22-2233

Department: Facilities Planning and Management

Vendor Name: Johnson Controls Fire Protection, LP

Project Name: Martin Luther King, Jr. Elementary School **Project No.:** 15111
Fire and Intrusion Alarm Replacement Project

Contract Term: Intended Start: October 27, 2022 Intended End: October 1, 2023

Total Cost Over Contract Term: \$7,920.00

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?

Johnson Controls Fire Protection, LP, was a direct selection based on specialized training services and past experience of work done on the Districts' fire alarm and fire intrusion systems. Given the Contractor's experience with similar projects and the level of complexity of the project, the District identified the chosen consultant as the most qualified at the most reasonable price.

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

Johnson Controls Fire Protection, LP, to provide supervision to the contractor of fire and intrusion alarm system components during conduit installation, wire pathing, wire continuity review/testing and termination trimming of devices, for the Martin Luther King, Jr. Elementary School Fire and Intrusion Alarm Replacement.

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?

Contractor has done and is currently working for the District. Based on expertise with this particular type of work, the District found that the Contractor 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:

- Contrator is providing supervision to the contractor of fire and intrusion alarm system components during conduit installation.

OAKLAND UNIFIED SCHOOL DISTRICT GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **October 27, 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 Martin Luther King Jr. Elementary Fire and Intrusion Alarm Project (“Project”): Contractor will provide labor only for supervision of the installing electrical contractor including testing of Comm System Installer during critical path periods. Contractor to provide supervision of fire and intrusion alarm system components during conduit installation, wire pathing, wire continuity review/testing and termination trimming of devices. The Basic Services include all work described in the June 15, 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 **October 27, 2022**, and shall end on **October 1, 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 the hourly rates listed in **Exhibit B** for Services satisfactorily performed. Contractor shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed **SEVEN THOUSAND NINE HUNDRED TWENTY Dollars and NO/100 (\$7,920.00)**,

which consists of a not-to-exceed amount of **SEVEN THOUSAND NINE HUNDRED TWENTY Dollars and NO/100 (\$7,920.00)** for performance of the Basic Services, and a not-to-exceed contingency amount of ZERO Dollars (\$0) 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.

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DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

<u>85 D. Yee</u>	10/27/2022
Gary Yee, President, Board of Education	Date
<u>Sondra Aguilera</u>	10/27/2022
Sondra Aguilera, Acting Superintendent and Secretary, Board of Education	Date
<u>Tadashi Nakadegawa</u>	10/3/2022
Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management	Date

CONTRACTOR:

Johnson Controls Fire Protection, LP

Signature: 
 Willard McCune
 Title: Fire Service Manager
 Date: 9/29/2022

Address for District Notices:

OUSD
955 High Street
Oakland, CA 94601
Attn: Tadashi Nakadegawa

Address for Contractor Notices:

Johnson Controls Fire Protection, LP
6952 Preston Avenue
Livermore, CA 94551
Attn: Stacey Marchuk

Approved As To Form:


<u></u>	9/28/22
OUSD Facilities Legal Counsel	Date

Exhibit A

Scope of Basic Services

Johnson Controls Fire Protection, LP
6952 Preston Avenue, Livermore, CA 94551
Tel +1 925 273 0100
www.JohnsonControls.com



June 15, 2022

Oakland Unified School District c/o John Howell

REFERENCE: **OUSD – MLK ES**
960 10th St.
Oakland, CA 94607

SUBJECT: **T&M Service quote – Labor ONLY to Supervise the Fire Alarm System Installing Contractor**

By means of this correspondence, Johnson Controls Fire Protection, LP (JCI) is providing a complete breakdown of the Time & Material rates that will apply to the field work at the above referenced location.

Defined Scope of Work is as follows:

LABOR CATEGORY	LABOR RATE - ST	HOURS	TOTAL
Comm Sys Installer	\$198.00	40	\$7,920.00

MATERIAL	QUANTITY	TOTAL
Sales Tax	10.25%	
Shipping and Handling (est)		

Total Estimated Price (Excl. applicable sales tax)	\$7,920.00
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JCI qualifies the following:

1. Labor only for supervision of the installing Electrical Contractor for the Fire Alarm System.
2. Assumes all work will take place during normal working hours (7:00am – 4:00pm, M-F).
3. Hours are estimated and quoted at current rates. Invoicing will be for actual time spent.

Please feel free to contact me directly at 510-755-5019 or silvestre.cruz@jci.com should you have any questions.

Thank you again for providing **JCI** the opportunity to service your fire protection needs.

Sincerely,

Silvestre Cruz
Johnson Controls Fire Protection, LP
OUSD Account Rep

Exhibit B

Hourly Rates



**GENERAL SERVICES, RATES, & CONDITIONS
 FOR
 Oakland Unified School District
 955 High Street
 Oakland, CA**

SERVICE TYPE / PRODUCT ITEM	STRAIGHT TIME	OVER TIME	DOUBLE TIME
Fire Alarm & Detection Service Technician	\$ 198.00	\$ 289.00	\$ 371.00
Clocks / Paging / Security Technician	\$ 198.00	\$ 289.00	\$ 371.00
Inside Wireman / Conduit Work	\$ 225.00	\$ 328.00	\$ 422.00
Fire Alarm Inspections	\$ 182.00	\$ 266.00	\$ 341.00
Sprinkler System Service Inspections & Technician	\$ 223.00	\$ 328.00	\$ 418.00
Engineering, Consulting, Design	\$ 162.00	\$ 237.00	\$ 304.00
Service Project Management	\$ 213.00	\$ 311.00	\$ 399.00
Service Project Coordinator	\$ 194.00	\$ 283.00	\$ 364.00

Material Cost	20% Discount of List Price	20% Discount of List Price	20% Discount of List Price
Subcontract Services	Cost + 15%	Cost + 15%	Cost + 15%
Equipment Rental	Cost + 15%	Cost + 15%	Cost + 15%

CLARIFICATIONS:

1. All emergency service calls received before 7am or after 3:00pm will be addressed at overtime service rates.
2. Unscheduled service calls during Johnson Controls Fire Protection normal business hours will be charged a minimum of 2hrs. (Alarm & Detection/ Sprinkler only).
3. Weekend, Holiday, and off hours emergency service calls are charged portal to portal with a 3hr minimum.
4. Engineering, design, and permit fees include time spent surveying project, meeting with AHJ officials to pull permits, and other related duties.
5. Normal working hours are 7:30 AM to 4:00 P.M., Monday through Friday. Excluding holidays. Overtime rates quoted are for off-hours and Saturdays. Pricing is not applicable for Sundays or holidays. Holiday/Sunday pricing will be quoted on a case by case basis.
6. Unless otherwise directed, all work shall take place during our normal working hours.
7. All Scheduled service calls will be charged a minimum of 2hrs.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls International plc (and see attached) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

All services including Technology Services, Construction Management Services and Design/Build Services, Fire & Security products and services performed by the Building Technologies & Solutions units of Johnson Controls International plc. or on behalf of Building Technologies & Solutions Units of Johnson Controls International plc. by others acting under their direction or trade name, including any such services that are performed electronically utilizing the Internet or a network of two or more computers.

NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; ArkLaTex Mechanical Service; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Foghorn Systems Inc.; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

The Professional Liability insurance referenced herein was placed by Aon Risk Services Central, Inc., or one or more of its subsidiaries or affiliates. Marsh is evidencing this coverage on this certificate for your convenience.

Professional Liability coverage is claims-made.



Marsh USA Inc.
11001 Lakeline Blvd., Bldg. 1,
Suite 200
Austin, TX 78717
Jci.certrequest@marsh.com

February 24, 2022

Subject: Johnson Controls Cyber and Professional Liability Renewal Certificate of Insurance

To Whom It May Concern:

Recently we provided you with a renewal certificate that extended the policy term for one month to March 1, 2022 and advised we would also be providing an additional renewal certificate for the period of March 1, 2022, to February 1, 2023. Attached please find a certificate that evidences JCI's renewal term extending to February 1, 2023.

Regards,

U.S. Operations & Technology | Marsh USA Inc.



DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Martin Luther King, Jr, Elementary School Fire and Intrusion Alarm Replacement Project	Site	182
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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 Avenue, Suite A	City	Livermore	State	CA	Zip	94551
Telephone	510-792-9499	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 #	15111						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	10-27-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	10-1-2023
		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)	\$7,920.00
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
9599/9654	Fund 21 Measure B	210-9599-0-9654-8500-6271-182-9180-9901-9999-15111	6271	\$7,920.00

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature	for Kenya Chatman	Date Approved	10/3/2022	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Lozano Smith, approved as to form	Date Approved	9/28/22	
3.	Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	10/3/2022	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		