Board Office Use: Legislative File Info.			
File ID Number	24-3152		
Introduction Date	02-26-2025		
Enactment Number	25-0257		
Enactment Date	2/26/2025 os		





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer

Kenya Chatman, Executive Director, Division of Facilities

Board Meeting Date February 26, 2025

Subject Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School

Modernization Building A Project – Division of Facilities Planning and Management

Acton Requested Approval by the Board of Education of a Purchase Agreement by and between the District

and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide fire alarm materials and spare parts for Building A portable for the Roosevelt Middle School

Building A Project, in the amount of \$43,132.19, with delivery date of March 30, 2025.

Discussion Vendor is a sole source. This Purchase Agreement is for fire alarm materials and spare

parts.

LBP (Local Business

Participation Percentage)

0.00%

Recommendation Approval by the Board of Education of a Purchase Agreement by and between the District

and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide fire alarm materials and spare parts for Building A portable for the Roosevelt Middle School Building A Project, in the amount of \$43,132.19, with delivery date of March 30, 2025.

Fiscal Impact Fund 21 Building Fund Measure Y

Attachments • Contract Justification Form

• Purchase Contract Agreement, including Exhibits

Routing Form



CONTRACT JUSTIFICATION FORM

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

Legislative file	ID No. <u>24-3152</u>		
Department:	Facilities Planning and Management		
Vendor Name:	Johnson Controls Fire Protection, LP		
Project Name:	Roosevelt MS Modernization Interim Housing Phase II	_ Project No.: 19101	
Contract Term:	Intended Start: <u>February 27, 2025</u>	Intended End: March 30, 2025	
Total Cost Over	· Contract Term: <u>\$43,132.19</u>		
Approved by:	<u>Preston Thomas</u>		
Is Vendor a loca	al Oakland Business or has it met the requiremen	its of the	
Local B	Business Policy? ☐ Yes (No if Unchecked)		
How was this co	ontractor or vendor selected?		
	rols Fire Protection, LP was selected by the Dis ent prior projects with the District.	strict to procure materials based on their experience ar	ıd
Summarize the	services or supplies this contractor or vendor will	l be providing.	
	ols Fire Protection, LP will provide materials as llarm system for the Roosevelt MS Modernizati		
	ct competitively bid? ☐ Check box for "Y nswer the following questions:	es" (If "No," leave box unchecked)	
•			
	determine the price is competitive?		
The District for District.	und that they performed work quickly, accurate	ely, and efficiently, and at a reasonable cost to the	

2) Please check the competitive bidding exception relied upon:

<u>Construction Contract</u>:

	Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/24)
	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
Consu	ultant Contract:
	Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.)
	Architect or engineer <i>when state funds being used</i> – 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.), <u>and</u> (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 \$114,500 or less (as of 1/1/24)
	No advantage to bidding (including sole source) – contact legal counsel to discuss if applicable
Purch	asing Contract:
\boxtimes	Price is at or under bid threshold of \$114,500 (as of 1/1/24)
	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 counse 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) – <i>contact legal counsel to discuss if applicable</i>
☐ Other:
Maintenance Contract:
\square Price is at or under bid threshold of \$114,500 (as of $1/1/24$)
☐ 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:
 - The price is under the bidding threshold of \$114,500.

OAKLAND UNIFIED SCHOOL DISTRICT

PURCHASE AGREEMENT

This Agreement is made this February 27, 2024, by and between **Oakland Unified School District**, "District," and **JOHNSON CONTROLS FIRE PROTECTION**, **LP**. "Vendor," with respect to the following recitals:

- A. District is a public school district organized and existing under the laws of the State of California.
- B. Vendor was selected as the supplier for the purchase and delivery of the items of equipment, materials, and supplies detailed in the invoice provided by Vendor, dated October 24, 2024, attached hereto as **Exhibit A** ("Items").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. <u>Delivery of Items</u>. Vendor agrees to deliver the Items, as specified in **Exhibit A**, to District at the following address: Roosevelt Middle School, 1926 19th Avenue, Oakland, California.
- 2. <u>Time of Commencement and Completion</u>. Vendor shall satisfactorily deliver the Items in full to the District no later than March 20, 2025 ("Delivery Deadline"). Time is of the essence in this Contract.
- 3. <u>Contract Price</u>. District agrees to pay Vendor the price of FORTY -THREE THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS AND NINETEEN CENTS (\$43,132.19) within thirty (30) calendar days following receipt of Vendor's invoice for the satisfactory delivery of the Items.
- 4. [Not Used].
- 5. <u>Conformance to Contract Documents</u>. Vendor agrees that the Items to be furnished pursuant to this Agreement ("Contract") shall conform to all of the requirements set forth in the Contract Documents, as defined below.
- 6. <u>Contractor Responsibility</u>. Vendor shall perform all deliveries to the District facilities in a safe and professional manner. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor's equipment shall be compatible with the District's facilities.

Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School Modernization Building A Project - \$43,132.19

- 7. <u>Indemnity</u>. To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, third-party claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, tangible property damage, or otherwise arising out of the negligent acts or willful misconduct of Vendor under this Contract, except to the extent that the claims are caused by the gross negligence or willful misconduct of the Indemnified Parties.
- 8. <u>Transportation Charges</u>. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.
- 9. <u>Inspection</u>. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

10. [Not Used]

- 11. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor 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 Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract 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 Vendor's insurance policies shall be attached to this Agreement as proof of insurance.
- 12. <u>Independent Contractor Status</u>. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees

that Vendor and the Vendor 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.

- 13. <u>Taxes</u>. All payments made by District to Vendor 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 Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor 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 Vendor and the Vendor Parties and otherwise in connection with this Agreement.
- 14. <u>Fingerprinting Notice and Acknowledgement</u>. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.
- 15. <u>Tuberculosis Certification</u>. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:
 - A. X Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

В. 🗆	The following	Vendor and	Vendor Parti	ies shall l	have r	nore	than limit	ed cont	act
(as dete	ermined by Distr	ict) with Distr	rict students	during th	e Teri	n of t	his Agreem	nent and	, a
no cost	t to District, hav	ve received a	TB test in	full comp	olianc	e witl	h the requi	rements	0
Educat	ion Code section	49406:							
			·	[Attach	and	sign	additional	pages,	as
needed	.]								

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

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor 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.

Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School Modernization Building A Project - \$43,132.19

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- 16. <u>Confidential Information</u>. Vendor 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. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
- 17. <u>Assignment/Successors and Assigns</u>. Vendor 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.
- 18. <u>Severability</u>. 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.
- 19. <u>Modification of Contract</u>. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.
- 20. <u>Amendments</u>. 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 District's governing board.
- 21. 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.
- 22. <u>Written Notice</u>. Written notice shall be deemed to have been duly served if delivered in person to Vendor 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.
- 23. <u>Compliance with Law.</u> 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. Vendor 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. Vendor 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.

Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School Modernization Building A Project - \$43,132.19

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- 24. <u>Non-Discrimination</u>. 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.
- 25. <u>Attorneys' Fees</u>. 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.
- 26. <u>Waiver of Damages</u>. Notwithstanding anything stated herein to the contrary, neither party shall not be liable to the other party for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
- 27. Time. Time is of the essence to this Agreement.
- 28. <u>Waiver</u>. 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.
- 29. <u>Entire Agreement</u>. 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.
- 30. <u>Execution of Other Documents</u>. 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.
- 31. 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.
- 32. <u>Warranty of Authority</u>. 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.
- 33. <u>Forms.</u> The following documents are incorporated into the Contract as the "Contract Documents":
 - Fingerprinting Notice and Acknowledgement.
 - Workers' Compensation Certification.
 - Drug-Free Workplace Certification
 - October 10, 2024, Proposal
- 34. <u>Mediation</u>. 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

Purchase Agreement – Johnson Controls Fire Protection, LP – Roosevelt Middle School Modernization Building A Project - \$43,132.19

{SR832992} 5 OF 10

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.

- 35. <u>Safety Regulations</u>. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.
- 36. <u>WARRANTY/QUALITY</u>: Vendor shall guarantee the workmanship, product, or services performed against defective workmanship, defects, or failures of materials for a period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. ALL OTHER WARRANTIES ARE EXPRESSLY WAIVED. THE DISTRICT'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING VENOR'S NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.

Vendor's warranties will be voided by misuse, accident, damage, abuse, alteration, modification, failure to maintain proper physical or operating environment, use of unauthorized parts or components, improper District maintenance or repair by District or third parties without the supervision of and prior written approval of Vendor, or if Vendor's serial numbers or warranty date decals have been removed or altered. District must promptly report any failure of the Equipment to Vendor in writing.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL	DISTRICT	X 7 1	
Preston Thomas, (Jan 24, 2025 18:32 PST) Preston Thomas, Chief Systems	Jan 24, 2025	Vendor Johnson Controls Fi n	e Protection, LP
and Services Officer	Date	Gabriel Rodriguez	1/10/2025
Journey book	2/27/2025	Signature	Date
Jennifer Brouhard, President Board of Education	Date	Fire Installation Ma	anager
Maghinghamed	2/27/2025		
Kyla Johnson-Trammell, Secretary and Superintendent, Board of Educa	Date		
APPROVED AS TO FORM: James Traber OUS For illining Long Council			
OUSD Facilities Legal Counsel	Date		

Purchase Agreement - Johnson Controls Fire Protection, LP - Roosevelt Middle School Modernization Building A

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Project - \$43,132.19



Exhibit A

Johnson Controls Fire Protection LP 1619 Alvarado St San Leandro , CA 94577

Johnson Controls Fire Protection LP Quotation

To: Oakland Unified School Dist 955 High St Oakland, CA 94601 Project: OUSD Roosevelt MS Bldg A Modernization -CPQ-722051 Johnson Controls Reference: 650722051 Proposal #: 1 Date: 10/24/2024

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

Scope of Work

Martial Only Quote:

Johnson Controls Fire Protection is pleased to provide the following **Material Only** quote for **OUSD Roosevelt**MS Bldg A Modernization, in accordance with DSA-approved plans and as submitted to OUSD and the General Contractor.

Please note, any work or materials not listed below will be considered outside the scope of this quote and would require a separate change order.

To proceed with the material order (plus spare parts), we will need the following:

A signed proposal, contract, and/or PO.

Exclusions:

This material-only quote does not include the following:

- · Coring, painting, or patching
- · wiring, conduit, and back boxes
- Door holders
- · IP or Wireless Dialers
- · AC power
- · Fire watch
- Fire Alarm Network or panel-to-panel cross-trip
- 2-way communication systems or monitoring



Johnson Controls Fire Protection LP 1619 Alvarado St San Leandro , CA 94577

- · Emergency Responder Radio Communication System (ERRCS) or monitoring
- · Graphic Annunciators
- · Smoke control systems or panels
- · Sprinkler bell and monitoring
- · Fire alarm interface with access controls or delayed egress systems
- · Duct detection or fire alarm interfaces to mechanical systems
- · Professional/Electrical Engineering Stamping
- On-site project management
- · Permits or associated fees
- · Unforeseen conditions
- Fire Department or DSA/AHJ-required upgrades outside of scope
- · Any section in a specification not provided to Johnson Controls



Project: OUSD Roosevelt MS Bldg A Modernization - CPQ-722051 Johnson Controls Reference: 650722051 Proposal #: 1

Date: 10/24/2024

QTY	MODEL NUMBER	DESCRIPTION
1	4603-9101	LCD ANNUNCIATOR
1	2975-9206	6 GANG BOX, IVORY, 5744-6
3	4009-9401	4009 ADDRESSABLE CONTROLLER
6	2081-9286	7AH BATTERY
1	4081-9306	110 AH CHARGER, 120VAC, RED
QTY	MODEL NUMBER	DESCRIPTION
42	4098-9714	PHOTO SENSOR
81	4098-9792	SENSOR BASE
40	4098-9733	HEAT SENSOR
1	4098-9770	CO SENSOR BASE EXTENDED LIFE
2	4099-9004	STATION-LED, SA ADDR
21	4090-9002	RELAY IAM
21	4090-9802	COVER-ADDRESS MODULE SURFACE
2	4098-9755	DUCT SENSOR HOUSING
2	2098-9806	REMOTE TEST STATION
QTY	MODEL NUMBER	DESCRIPTION
4	49VO-WRF	VO Wall Red FIRE
4 23	49VO-WRF 49AV-WRF	VO Wall Red FIRE AV Wall Red FIRE
23	49AV-WRF	AV Wall Red FIRE
23	49AV-WRF MODEL NUMBER	AV Wall Red FIRE DESCRIPTION
23	49AV-WRF MODEL NUMBER PM LAB	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT
23 QTY	49AV-WRF MODEL NUMBER PM LAB PREP LAB	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR
23 QTY QTY	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION
23 QTY QTY 5	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR
23 QTY QTY 5 6	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE
23 QTY QTY 5 6 4	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792 4098-9733	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE HEAT SENSOR
23 QTY QTY 5 6 4 1	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792 4098-9733 49VO-WRF	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE HEAT SENSOR VO Wall Red FIRE
23 QTY QTY 5 6 4 1 3	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792 4098-9733 49VO-WRF 49AV-WRF	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE HEAT SENSOR VO Wall Red FIRE AV Wall Red FIRE
23 QTY 5 6 4 1 3 1	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792 4098-9733 49VO-WRF 49AV-WRF 4099-9004	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE HEAT SENSOR VO Wall Red FIRE AV Wall Red FIRE STATION-LED, SA ADDR
23 QTY QTY 5 6 4 1 3 1 3	49AV-WRF MODEL NUMBER PM LAB PREP LAB MODEL NUMBER 4098-9714 4098-9792 4098-9733 49VO-WRF 49AV-WRF 4099-9004 4090-9002	AV Wall Red FIRE DESCRIPTION PROJECT/CONSTRUCTION MGMT PRE-SITE PREPARATION LABOR DESCRIPTION PHOTO SENSOR SENSOR BASE HEAT SENSOR VO Wall Red FIRE AV Wall Red FIRE STATION-LED, SA ADDR RELAY IAM



Project: OUSD Roosevelt MS Bldg A Modernization - CPQ-722051

Johnson Controls Reference: 650722051

Proposal #: 1 Date: 10/24/2024

1 4098-9770

CO SENSOR BASE EXTENDED LIFE

1 2098-9806

REMOTE TEST STATION

Net selling price for FIRE ALARM, FOB shipping point, \$39,842.61

Material Total: \$32,093.45 Internal Labor Total: \$7,749.16 Subcontractor Labor Total: \$0.00

Total net selling price, FOB shipping point, \$39,842.61

Sales tax :\$3,289.58

Total Price with Sales Tax \$43,132.19

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



Project: OUSD Roosevelt MS Bldg A Modernization - CPQ-722051

10%

TBD*

TBD*

TBD*

TBD*

Johnson Controls Reference: 650722051

Proposal #: 1 Date: 10/24/2024

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should cradit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

	Planned Monthly Progress Billing Schedule of Va	alues
Item#	Planned Monthly Progress Billing Schedule of Va	alues %

Mobilization

Engineering

Material

Installation

Commissioning

*To be mutually agreed upon in writing at a later date

2

3

4

5

6

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

 $Purchase\ Agreement-Johnson\ Controls\ Fire\ Protection,\ LP-Roosevelt\ Middle\ School\ Modernization\ Interim\ Housing\ Phase\ II\ Project$ - \$40,820.14

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FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

- 1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
- 2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
- 3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
- 4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
- 5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Fire Install Manager [insert "owner" or officer title] of Johnson Controls Fire Protection LP [insert name of business entity], have read the foregoing and agree that Johnson Controls Fire Protection LF [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.
Dated: 11/20/2024 10:49 AM PST
Name: Gabriel Rodriguez
Signature Gabriel Rodrigues
Title: Fire Install Manager

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Date of Entity's Contract with Distric Scope of Entity's Contract with Distri	
title] for Johnson Controls Fire Protection	am the Fire Install Manager [insert "owner" or officer LP [insert name of business entity] ("Entity"), which , 2025, with the District for _\$40,820.14
fingerprints and who may interact wit Education Code section 45122.1; and section 45125.1, including but not lim	r any of its employees who are required to submit h pupils, have been convicted of a felony as defined in (2) the Entity is in full compliance with Education Code nited to each employee who will interact with a pupil and control of the pupil's parent or guardian having a valid ed in Education Code section 44237.
I declare under penalty of perjury that knowledge.	the foregoing is true and correct to the best of my
	Signature Cabriel Rodriguez Typed Name: Gabriel Rodriguez Title: Fire Install Manager Entity: Johnson Controls Fire Protection LP

WORKERS' COMPENSATION CERTIFICATE

[attach form]

 $Purchase\ Agreement-Johnson\ Controls\ Fire\ Protection,\ LP-Roosevelt\ Middle\ School\ Modernization\ Interim\ Housing\ Phase\ II\ Project$ - \$40,820.14

{SR832992} 9 OF 10

WORKERS' COMPENSATION CERTIFICATE

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 in 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 either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Johnson Controls Fire Protection LP Name of Contractor	
Gabriel Rodriguez Signature	
Gabriel Rodriguez	11/20/2024 10:49 AM PST
Print Name	Date

(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 the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

 $Purchase\ Agreement-Johnson\ Controls\ Fire\ Protection,\ LP-Roosevelt\ Middle\ School\ Modernization\ Interim\ Housing\ Phase\ II\ Project$ - \$40,820.14

{SR832992} 10 OF 10

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Johnson Controls Fire Protection LP	_
Name of Contractor	
Gabriel Kodriguez Signature	_
Gabriel Rodriguez	11/20/2024 10:49 AM PST
Print Name	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2023

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.

lf th	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to the	ne te cert	rms and conditions of th ificate holder in lieu of su	e polic	y, certain p	olicies may ı).	require an endorsement	. As	tatement on
	DUCER				CONTA NAME:		Vannella			
	MARSH USA LLC.				DHONE	(0.00)	966-4664	FAX (A/C, No):		
	540 West Madison Street Suite 1200				(A/C, No E-MAIL ADDRE	1. EXII				
	Chicago, IL 60661				ADDRE		rtrequest@marsh			
	Attn: JCI.Certrequest@marsh.com							DING COVERAGE		NAIC#
_	012305965-23-24* 607737				INSURE	RA: Old Repub	lic Insurance Com	pany		24147
INSU	Johnson Controls US Holdings, LLC				INSURE	RB:				
	Johnson Controls, Inc.				INSURE	RC:				
	Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101)				INSURE	RD:				
	5757 North Green Bay Avenue				INSURE	RE:				
	Milwaukee, WI 53209				INSURE	RF:				
				NUMBER:		-009027712-11		REVISION NUMBER: 2		
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LTR A	TYPE OF INSURANCE X COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER MWZY 313947-23	-	(MM/DD/YYYY) 10/01/2023	(MM/DD/YYYY) 10/01/2024	LIMIT		5 000 000
<i>,</i> ,				WWZY 313947-23		10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$	5,000,000
	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	\$	5,000,000
	X Contractual Liability					6		MED EXP (Any one person)	\$	50,000
	X XCU Included					-	-	PERSONAL & ADV INJURY	\$	5,000,000
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Α	X ANY AUTO			MWTB 313949-23 (Primary NH \$2	250k)	10/01/2023	10/01/2024	(Ea accident) BODILY INJURY (Per person)	\$	-,,
Α	OWNED SCHEDULED	Y		MWZX 313950-23 (Excess NH \$4	.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED			Excess NH Auto is Follow Form	,			PROPERTY DAMAGE (Per accident)	\$	
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Δ	AND EMPLOYERS' LIABILITY Y/N			MWXS 313944-23 (OH & WA)	3 2)	10/01/2023	10/01/2024	X PER STATUTE ER		
А	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	-	MMAY 919844-59 (OU & MA)		10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
				· ·						
Re: 4	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC 17-607737601; Webster Academy	LES (A	CORE	101, Additional Remarks Schedul	le, may b	e attached if mor	e space is require	ed)		
Distri	ct and its Governing Board, agents, representatives,	employ	rees, tr	ustees, officers, consultants, and vo	lunteers a	are included as ac	ditional insured pe	er the attached. See attached Aco	rd 101 fc	or additional
inforr	nation including Additional Insured, Primary/Non-con	tributor	y, Waiv	er of Subrogation and Notice of Car	ncellation	provisions.				
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	Oakland Unified School Dist				env		THE ABOVE D	ESCRIBER DOLLOISE RE O	A NOT!	LED BEFORE
	955 High St Buildings & Grounds OAKLAND, CA 94601-4404				THE	EXPIRATIO	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E EY PROVISIONS.		
					AUTHO	RIZED REPRESE	NTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/23/2023

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)

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		MARSH USA LLC. 540 West Madison Street				PHONE	(866) 9	966-4664	FAX (A/C, No):		
	9	Suite 1200				(A/C, No, Ext): (600) 900-4004 (A/C, No): E-MAIL					
ŀ		Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com				ADDRE			DING COVERAGE		NAIC#
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	1	Tyco International Holding S.a.r.l.				INSURE		····			
		SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue				INSURE					
		Milwaukee, WI 53209				INSURE		Į.			
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E	XCLI	IFICATE MAY BE ISSUED OR MAY I USIONS AND CONDITIONS OF SUCH	POLI	AIN, CIES.	LIMITS SHOWN MAY HAVE	BEEN F	REDUCED BY	S DESCRIBEL PAID CLAIMS.	D HEREIN IS SUBJECT TO) ALL	THE TERMS,
INSR LTR			ADDL	SUBR			POLICY EFF (MM/DD/YYYY)		LIMIT		
A	Х	COMMERCIAL GENERAL LIABILITY	INSD	VVVD	MWZY 313947-23		10/01/2023	10/01/2024	EACH OCCURRENCE	\$	5,000,000
		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000,000
	X	Contractual Liability								\$	50,000
	X	XCU Included							MED EXP (Any one person) PERSONAL & ADV INJURY	\$	5,000,000
	<u> </u>	N'L AGGREGATE LIMIT APPLIES PER:									20,000,000
	X	PRO-							GENERAL AGGREGATE	\$	INC IN GEN AGG
		OTHER:							PRODUCTS - COMP/OP AGG	\$	ING IN GEN AGG
Ā	AU	TOMOBILE LIABILITY		-	MWTB 313946-23 (Excludes New	(Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT	\$	5.000,000
Α	X	ANY AUTO			MWTB 313949-23 (Primary NH \$2		10/01/2023	10/01/2024	(Ea accident) BODILY INJURY (Per person)	\$	0,000,000
Α		OWNED SCHEDULED			MWZX 313950-23 (Excess NH \$4	.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident)	\$	
		AUTOS ONLY AUTOS NON-OWNED			Excess NH Auto is Follow Form				PROPERTY DAMAGE (Per accident)	\$	
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		- CCCOR							EACH OCCURRENCE	\$	
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Α		D EMPLOYERS' LIABILITY (PROPRIETOR/PARTNER/EXECUTIVE TO THE PROPRIETOR)			MWXS 313944-23 (OH & WA)	,	10/01/2023	10/01/2024			1,000,000
	OFF	FICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	1,000,000
	If ye	es, describe under							E.L. DISEASE - EA EMPLOYEE		1,000,000
	DES	SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES	CRIP.	TION OF OPERATIONS / LOCATIONS / VEHICL	ES //	CORD	101 Additional Remarks Schedul	la may h	a attached if mor	o enaco io roquir	nd)		.,
Proje	ct: 41	17-604091501 OUSD Skyline HS Pnl Upgrd									
The	Distric	ct and its Governing Board, agents, representativ	es, en	nployee	s, trustees, officers, consultants, an	nd volunte	ers are included a	as additional insure	ed per the attached.		
Coo	ottoo	had Agard 101 for additional information including	~ ^ 44:	tion of I	naveral Drimon/Non-contributors V	V-!£ !	O.,L.,	define of Occasillat			
566	allac	hed Acord 101 for additional information includin	y Addi	llonal i	asured, Primary/Non-contributory, w	valver of a	Subrogation and r	Notice of Cancellat	ion provisions.		
	DTII	FICATE HOLDED				041/	OFI LATION				
CE	KIII	FICATE HOLDER				CAN	CELLATION				
		Oakland Unified School Dist				SHC	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCEL	I ED BEFORE
		955 High St Buildings & Grounds				THE	EXPIRATION	N DATE THE	REOF, NOTICE WILL		
		OAKLAND, CA 94601-4404				ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.		
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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

DIVIDION OF TACILITIES I EXHIBITION AND THAT AND THAT INCOME.											
Project Information											
Project Name	Roosevelt Middle School Modernization Building A	Site	212								
Basic Directions											
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.											
Attachment Checkl	 x Proof of general liability insurance, including certificates and endo x Workers compensation insurance certification, unless vendor is a 		ract is over \$15,000								

Contractor Information								
Contractor Name	ractor Name							
OUSD Vendor ID#	004981	Title Project Manager						
Street Address	6952 Preston Avenue, Suite A	City Livermo		rmore	State	CA	Zip	94551
Telephone	Telephone 510-792-9499 Policy Expires							
Contractor History						Yes 🛛 No		
OUSD Project # 19101								

	Term of Original/Amended Contract						
Date Work Will Begin (i.e., effective date of contract)	02-27-2025	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	03-30-2025				
		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)	\$43,132.19			
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 9657/9787 Fund 21 Measure Y 210-9657-0-9787-8500-6274-212-9180-9906-9999-19101 6274 \$43,132.19

	Approval and Routing (in or	der of ap	pproval steps)								
	ices cannot be provided before the contract is fully approved and a Purchal vledge services were not provided before a PO was issued.	se Order is	s issued. Signing this	document affirms	that to your						
	Division Head	Phone	510-535-7038	Fax	510-535-7082						
1.	Executive Director, of Facilities										
	Signature (Jan 24, 2025 Jul 28 RST)		Date Approved	Jan 24, 202	25						
•	General Counsel, Facilities										
2.	Signature James Traber		Date Approved	Jan 24, 2025							
	Chief Systems & Services Officer										
3.	Signaturo Preston Thomas (Jan 24, 2025 18:32 PST)		Date Approved	Jan 24, 2025	5						
	Chief Financial Officer										
4.	Signature		Date Approved								
	President, Board of Education										
5 .	Signature		Date Approved								