

Board Office Use: Legislative File Info.	
File ID Number	25-0126
Introduction Date	02-26-2025
Enactment Number	25-0255
Enactment Date	2/26/2025 os



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Kenya Chatman, Executive Director of Facilities

Board Meeting Date February 26, 2025

Subject Change Order No. 1 to Agreement for Maintenance – Johnson Controls Fire Protection, LP – Coliseum College Prep Academy Interim Housing - Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Change Order No. 1 to Agreement by and between the District **and Johnson Controls Fire Protection, LP, Livermore, CA**, for the latter to replace two (2) existing heat detectors for smoke detectors and add two (2) more smoke detectors to cover the four (4) bean pockets for the **Coliseum College Prep Academy Interim Housing** in a total amount of **\$1,713.71**, with work scheduled to commence on February 27, 2025 and scheduled to last until June 30, 2025, pursuant to the Agreement.

Discussion Vendor is a sole source, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of Change Order No. 1 to Agreement by and between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to replace two (2) existing heat detectors for smoke detectors and add two (2) more smoke detectors to cover the four (4) bean pockets for the Coliseum College Prep Academy Interim Housing in a total amount of \$1,713.71, with work scheduled to commence on February 27, 2025 and scheduled to last until June 30, 2025, pursuant to the Agreement.

Fiscal Impact Fund 21 Measure Y

Attachments

- Contract Justification Form
- Maintenance Agreement, including exhibits
- Routing Form

CHANGE ORDER

Owner: Oakland Unified School District
Project: CCPA Interim Housing
School: Coliseum College Preparatory Academy
Contractor: Johnson Controls Fire Protection L.P.

Change Order No.: 01

Date: January 7th, 2025

DSA File No.: N/A
DSA Application No.: N/A
OUSD Project #: 21113
Project Manager: William Newby

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER AND ITS ATTACHMENTS, INCLUDING BUT NOT LIMITED TO THE SUMMARY, THE RELEVANT CORs OR PCOs, AND THE BACKUP DOCUMENTATION FOR THE CORs AND PCOs.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (refer to attached pages or incorporated documents, if necessary):

Due to an unforeseen site condition; beam pockets in Storage Room 206. Per NFPA 72 if the depth of beam pockets exceeds 12" (depth is 16" at room 206), then a smoke detector in each beam pocket is required. To satisfy this requirement, we must: Replace the two (2) existing heat detectors for smoke detectors, add two (2) more smoke detectors to cover the four (4) beam pockets.

Design:

- a. Provide and program four (4) smoke detectors and two (2) wall mounted horn/strobes.
- b. Provide updated as-built drawings showing the four (4) smoke detectors and two (2) wall mounted horn/strobes.

TOTAL ADJUSTMENT TO CONTRACT PRICE BY THIS CHANGE ORDER: \$ 1,713.71

TOTAL ADJUSTMENT TO CONTRACT TIME BY THIS CHANGE ORDER: 0 calendar days

Director Initials EC 1/13/25

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

Original Contract Price (include all special and contingency allowances):	<u>\$ 15,995.07</u>
Prior Change Orders:	+ <u>\$ 0.00</u>
Total Contract Price Prior to this Change Order	= <u>\$ 15,995.07</u>
This Change Order's Adjustment:	+ <u>\$ 1,713.71</u>
Adjusted Contract Price (include all special and contingency allowances):	= <u>\$ 17,708.78</u>

Current Change Order's Percentage of Original Contract Price:	<u>10.7 %</u>
Total Change Orders' Percentage of Original Contract Price:	<u>10.7 %</u>

NOTE: Any unspent allowance amounts (including any contingency allowance) shall be retained by the Owner at the end of the Contract. To process an allowance expenditure, use the Allowance Expenditure Directive form, which requires signatures of Contractor and Owner, but does not require Board approval.

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:	<u>369</u>	Calendar Days
Prior change order adjustments to contract time:	+ <u>0</u>	Calendar Days
This change order's adjustment to contract time:	+ <u>0</u>	Calendar Days
Adjusted contract time:	= <u>369</u>	Calendar Days

Start Date per Notice to Proceed:	<u>June 27th, 2024</u>
Completion Deadline Based on Adjusted Contract Time:	<u>June 30th, 2025</u>

The compensation (time and cost) set forth in this change order comprises the total compensation due the Contractor for the change defined in the change order, including extra work and impact on unchanged work. Acceptance of this change order by Contractor constitutes a full and complete accord and satisfaction of any and all claims by Contractor arising out of or relating to the work and issues covered by the change order, including but not limited to claims for the following: Costs to perform the work; contract balance; contract retention; time; extended field, home office, and other overhead; acceleration, impact, disruption, and delay damages; any and all direct and indirect costs; claims by subcontractors and suppliers; and any and all other requests to the Owner for time or money, from any source and under any legal theory whatsoever, as to the subject of this change order. No signature under protest or accompanied by reservation of rights or protest language, or any other attempts to avoid such waiver shall be of any force or effect whatsoever. No additions or deletions to this change order shall be allowed, except with the written and signed approval of the Owner. No language contained in backup material to any change order shall constitute a waiver of anything in this paragraph or the next paragraph, and such backup material shall be interpreted as though such language does not exist.



Change Order Proposal

Johnson Controls Fire Protection

6952 Preston Ave

Tel. No: 925-273-0100**Date:** 07/31/2024**Project:** OUSD-Coliseum College Prep Aca
1390 66th Ave
OAKLAND CA 94621-0000**Customer:** Oakland Unified School District
Will Newby
955 High St
Facilities Planning And M
OAKLAND CA 94601-0000**Customer Tel. No:** 510) 703-3144**Customer Fax. No:****Customer** PO/Cont No. 21113**Customer** RFP Number**Johnson Controls Contract No:** 650607462**Johnson Controls CO No:** CO-FA-001**Johnson Controls RFI No:****Contract Extension in days:**

It is hereby agreed the changes and additions in the Scope of Work noted below shall constitute an Extra to the contract in the amount noted on this form.

The sum shall be added to the original value of the above numbered contract and at Extras heretofore approved.

Change Order Description: Add-on Material & Labor**Scope Of the Work:****Material:**

1.Add three (3) smokes

2.credit for one (1) heat and one (1) horn/strobe

Design:

a.Provide and program (4) smoke detectors and (2) wall mounted horn-strobes

b.Provide updated as-builts drawings showing the (4) smoke detectors and (2) wall mounted horn-strobes

Labor add \$1,618.84

Material Credit (\$182.75)

Material add \$277.62

Price of the Work: \$1,713.71

The above price includes all applicable taxes

Yes ☒

No

All work performed hereunder shall be in accordance with the terms and conditions of the base contract in effect as to the day of this proposal.

Customer Signature

Signature

Name:

Title:

Johnson Controls Signature

Signature

Name: Gabriel Rodriguez

Title: Installation Manager

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon signature by Contractor and approval by the Owner's governing body.

<p>Approved: Architect of Record</p> <p><u>N/A</u> Print Name:</p> <p><u>N/A</u> Signature:</p> <p><u>--</u> Date:</p>	<p>Approved and Agreed: General Contractor</p> <p><u>Ashley Kovacs</u> Print Name:</p> <p><u>Ashley Kovacs</u> Signature:</p> <p><u>1/9/25</u> Date:</p>	<p>Approved and Agreed:</p> <p><u>Ellen Clements</u> Executive Director, Facilities</p> <p><u>1/13/25</u> Date:</p>
<p>Approved as to Form:</p> <p><u>James Traber</u> OUSD Facilities Counsel</p> <p>Date: 1/17/2025</p>		<p><u>[Signature]</u> Chief of Systems & Services Officer</p> <p><u>1/13/25</u> Date:</p>

319-661/7106499.1

Jennifer Brouhard 2/27/2025

Jennifer Brouhard, President, Board of Education Date

[Signature] 2/27/2025

Kyla Johnson-Trammell, Superintendent and Secretary, BOE



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Prep Academy Interim Housing	Site	232
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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	x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x 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		Eric Brent				
OUSD Vendor ID #	004981	Title		Project Manager				
Street Address	6952 Preston Ave., Suite A	City	Livermore	State	CA	Zip	94551	
Telephone	925-273-1204	Policy Expires						
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
OUSD Project #	21113							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	02-27-20254	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$1,713.71	If New Contract, Total Contract Price (Not To Exceed)	
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$1,713.71
Other Expenses		Requisition Number	

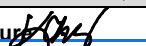
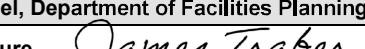
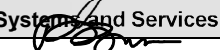
Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6274-232-9180-9906-9999-21113	6274	\$1,713.71

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, of Facilities				
	Signature 	Date Approved		Jan 24, 2025	
2.	Counsel, Department of Facilities Planning and Management				
	Signature 	Date Approved		1/17/2025	
	Chief Systems and Services Officer				
3.	Signature 	Date Approved		Jan 24, 2025	
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			

Agreement [24-1501 File Id No.]

Board Office Use: Legislative File Info.	
File ID Number	24-1501
Introduction Date	06-26-2024
Enactment Number	24-1351
Enactment Date	6/26/2024 er



Memo

To

Board of Education

From

Kyla Johnson-Trammell, Superintendent
 Preston Thomas, Chief Systems and Services Officer, Division of Facilities Planning and Management; Kenya Chatman, Executive Director of Facilities Planning

Board Meeting Date

June 26, 2024

Subject

Agreement for Maintenance – Johnson Controls Fire Protection, LP – Coliseum College Prep Academy Interim Housing - Division of Facilities Planning and Management

Action Requested

Approval by the Board of Education of award of Agreement for Maintenance by and between the District **and Johnson Controls Fire Protection, LP, Livermore, CA**, for the latter to provide and program smoke and heat detectors and three wall-mounted horn strobes, including updated as-built drawings for the **Coliseum College Prep Academy Interim Housing** in total amount of **\$15,995.07**, with work scheduled to commence on June 27, 2024 and scheduled to last until June 30, 2025, pursuant to the Agreement.

Discussion

Vendor is a sole source, so bidding would not be advantageous. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631.)

LBP (Local Business Participation Percentage)

00.00%

Recommendation

Approval by the Board of Education of award of Purchase Agreement by and between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide and program smoke and heat detectors and three wall-mounted horn strobes, including updated as-built drawings for the Coliseum College Prep Academy Interim Housing in total amount of \$15,995.07, with work scheduled to commence on June 27, 2024 and scheduled to last until June 30, 2025, pursuant to the Agreement.

Fiscal Impact

Fund 21 Measure Y

Attachments

- Contract Justification Form
- Maintenance 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. 24-1501

Department: Facilities Planning and Management

Vendor Name: Johnson Controls Fire Protection, LP

Project Name: Coliseum College Prep Academy Interim Housing

Project No.: 21113

Contract Term: Intended Start: June 27, 2024

Intended End: June 30, 2025

Total Cost Over Contract Term: 15,995.07

Approved by: Preston Thomas

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 has provided services for the District in the past, meeting the District's standards.

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

The vendor will supply equipment to the District before the project's start date due to suppliers' late deliveries of fire alarm material.

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?

Johnson Controls has provided services for the District in the past at an acceptable rate.

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 \$109,300 or less (as of 1/1/23)
- ☒ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ 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 \$109,300 (as of 1/1/23)
- ☐ 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:

- Vendor is a sole source, so bidding would not be advantageous.

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this **27 day of June, 2024** (“Contract”), by and between **Johnson Controls Fire Protection, LP** (“Contractor”) and **Oakland Unified School District** (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Services.** At the request of the District, the Contractor shall furnish to the District the following maintenance services (“Services” or “Work”):
 - **Fire Alarm Maintenance Services, including any machinery/equipment fixture repairs, as described in more detail in Exhibit “A” attached hereto and incorporated herein.**

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents. In addition, the Contractor and its Subcontractors shall

2. **Payment.** For services satisfactorily performed, District shall make payment to Contractor after receipt of properly documented and submitted applications for payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.

Total payment under this Agreement shall not exceed **Fifteen Thousand Nine Hundred Ninety-Five Dollars and Seven Cents (\$15,995.07)**.

3. **Site.** Contractor shall perform the Work at the District’s facilities (“Premises” or “Site(s)”) as follows:
 - **Coliseum College Preparatory Academy**

The Project is the scope of Work performed at the Site.

4. **Contract Term.** All Work shall be diligently performed by Contractor as required or requested by District during a period of **twelve (12)** months from the date of the District’s governing board’s approval of this Contract (“Term”).
5. **Insurance.**
 - a. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence; \$1,000,000 aggregate

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Johnson Controls Fire Protection, LP
\$15,995.07

Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies shall include a waiver of subrogation against the District. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by the District and/or the individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project ("Project Inspector"), and/or architect(s) for the District, and/or construction or project managers for the District.
7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto and incorporated herein.
8. **Contract Documents.** The following documents (as indicated) are incorporated by reference into the Contract (the "Contract Documents"):

<u> X </u> Agreement	X Exhibit A (Scope of Work)
<u> </u> Terms and Conditions to Contract	<u> </u> Exhibit B (Rates for Payment)
<u> </u> Sufficient Funds Declaration	<u> </u> Exhibit C (Details of Scope of Work)
<u> X </u> Fingerprinting Notice and Acknowledgement, and Certification (Attachment B)	<u> </u> Other: _____

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: June 11, 2024

Dated: June 10, 2024

Oakland Unified School District By:

Print Name: Preston Thomas

Johnson Controls Fire Protection, LP

By: Gabriel Rodriguez

Print Title: Chief Systems & Services

Print Name: Gabriel Rodriguez

Officer, Division of Facilities and &

Print Title: Fire Installation Manager

Management

OUSD Facilities Legal Counsel

Date

Approved as to form:

James Traber
Facilities Legal Counsel

Benjamin Davis, President, Board of Education 6/27/2024

Kyla Johnson Trammell, Secretary, Board of Education 6/27/2024

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☒ Limited Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other: _____

58-2608861

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide notices to proceed (“Notice(s) to Proceed” or “NTP(s)”) to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the rates and timeframes identified in Contractor’s Bid Form for the performance of the Work of a specific NTP.
2. **SITE EXAMINATION:** After receiving each NTP but before starting any Work, Contractor will examine the Site(s) and certify in writing that it accepts all measurements, specifications, and conditions affecting the Work to be performed at the Site(s). By starting the Work, Contractor will have warranted that it has made all Site(s) examination(s) that it deems necessary as to the condition of the Site(s), its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site(s).
3. **EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **TERMINATION:** If Contractor fails to perform the Services listed in an NTP, or the Contractor’s duties, to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
5. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District’s rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the Parties and approved by the District’s governing board. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations, and Contractor shall expeditiously perform the Work as modified by the District even if a change order has not been agreed upon or approved by the District’s governing board. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor’s belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information within ten (10) days of the issue arising, it shall be deemed to have waived its right to

request such extension.

7. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
8. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site(s) differing from those indicated; or (3) Unknown physical conditions at the Site(s) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
9. **LEAD-BASED PAINT AND MATERIALS:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site(s) and shall not again be employed at Site(s) without written consent from the District.
11. **DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
12. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

Oakland Unified School District – Maintenance Contract – Coliseum College Preparatory Johnson Controls Fire Protection, LP
\$15,995.07

14. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
19. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
22. **INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor 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 Contractor under this Contract, except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties.
23. **PAYMENT:** For any Required Work (see *Exhibit A*), Contractor will be paid the lump sum price stated in *Exhibit B*. For any authorized Potential Work (see *Exhibit A*), Contractor shall be paid based on the specific price in *Exhibit B* for that type of Potential Work or, in the absence of a specific price in *Exhibit B*, based on the hourly rates in *Exhibit B* that would apply to that type of Potential Work.

However, to the extent that payment for the authorized Potential Work would exceed the amount of the contract price allocated to Potential Work during the contract term, the authorized Potential Work may not be performed until a change order or amendment to increase the contract price is signed by the Contractor and approved by the District's governing board. By the 7th day of each month, Contractor shall submit an application for payment for the Required and Potential Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. Payment will be made to Contractor within thirty (30) calendar days following receipt of Contractor's application for payment. The Application for Payment must include evidence of Contractor's performance of Work and compliance with the Contract Documents, including labor and apprenticeship requirements. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

24. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
25. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **WARRANTY/QUALITY:** Contractor 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 CONTRACTORS' NEGLIGENCE, IS REPAIR OR REPLACEMENT OR AS SPECIFIED ABOVE.

Contractors' 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 Contractor, or if Contractors' serial numbers or warranty date decals have been removed or altered. District must promptly report any failure of the Equipment to Contractor in writing.

28. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
29. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
30. **DISPUTES:** Pending resolution of a dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. However, as a condition precedent to litigation, any dispute shall be mediated with the Parties paying the mediator's fee in equal shares. A mediator shall be selected, and a mediation shall be scheduled, within twenty (20) days of a Party's demand for mediation.
31. **LABOR CODE REQUIREMENTS:** Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for maintenance projects of more than fifteen thousand dollars (\$15,000), benefits, apprentices, trainees, payroll records, and on-site audits within 48 hours. Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all subcontractors under Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
32. **CONTRACTOR REGISTRATION:** For maintenance projects of more than fifteen thousand dollars (\$15,000), Contractor shall ensure that Contractor and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing

its Certified Payroll Records to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
34. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the county in which the District’s administration office is located.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
37. **DISTRICT WAIVER:** District's waiver of any term, condition, or covenant shall not constitute a waiver of any other term, condition, or covenant; and District’s waiver of a breach of any term, condition, or covenant shall not constitute a waiver of any subsequent breach of that term, condition, or covenant.
38. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
39. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties’ mutual consent.
40. **SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION:** The Owner/District requires Contractor to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

EXHIBIT
"A"
SCOPE OF SERVICES
Electrical Maintenance

Generally, maintenance does not include repair work involving a facility, but it may include repairs on some fixtures as described below. Specifically, maintenance services shall include, without limitation, all routine, recurring, and usual work for the preservation, protection, and keeping of any facility for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. Maintenance work includes resurfacing of streets and highways at less than one inch, and landscape maintenance such as mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems. Maintenance services may not include janitorial or custodial services, and may not include security protection services (such as guards or other security forces). Maintenance services may not include painting, repainting, or decorating other than touchup or minor repainting. Maintenance services may include trades, to the extent consistent with the above definitions of maintenance services, in order to preserve the facility in a safe, efficient, and continually usable condition for which it was intended, including repairs, cleaning, and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. (Public Contract Code §§20111(a), 20115, and 22002(c) and (d).)

Any services beyond the legally permissible scope of this maintenance agreement (as described in the previous paragraph) must be let by separate contract. Any maintenance services that are within the legally permissible scope of this maintenance agreement, but are not within the actual scope of this agreement, may not be performed until an amendment or change order for such services, including schedule and price, is signed by Contractor and approved by the District's governing board.

The scope of this agreement may consist of "Required Work" and "Potential Work." "Required Work" is maintenance service that must be performed by Contractor during the term of the contract, such as periodic preventive maintenance. "Potential Work" is maintenance service that is within the actual scope of this agreement but may not arise, or be necessary, during the term of the agreement, such as minor repairs to fixtures in order to preserve the facility in a usable condition that were not known at the time of award of the contract. Contractor shall not perform any Potential Work unless authorized in writing by an authorized District representative.

The maintenance services under the Contract include the following Required Work:

- Maintenance of the electrical fire alarm intrusion system at **Coliseum College Preparatory Academy**.

The maintenance services under the Contract include the following Potential Work:

- **This contract does not include any Potential Work**

EXHIBIT
"B"
RATES FOR PAYMENT

A. Required Work: A lump sum of \$ 15,995.07 for the term of the Contract.

E XHIB IT “
C”
FURTHER DETAILS OF REQUIRED WORK AND POTENTIAL WORK

1. Provide and program (1)Smoke Detector, (1) Heat Detector, and(3) Wall Mounted Horn-Strobes for the Interim Housing project at the Coliseum College Preparatory Academy Campus.
2. Provide updated as-built drawings showing the (1) smoke detector, (1) Heat Detector, and(3) Wall-mounted horn strobes.
3. Provide (1) technician onsite to supervise (1day) the installation of the devices performed by the installing contractor.
4. Provide programming (1) pre-test and(1) final test with the installing contractor.
5. JCFP assumes all fire alarm system and ancillary systems to be 100% functional and tested.

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: **Oakland Unified School District**

Contract: **Maintenance Contract – Coliseum College Preparatory Academy- Johnson Controls Fire Protection, LP**

I, Jose Gabriel Rodriguez, declare that I am the Fire Install Manager *[insert title]* of Johnson Controls Fire Protection LP, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit Johnson Controls Fire Protection LP *[insert name of entity]* to comply with all applicable local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Johnson Controls Fire Protection LP *[insert name of entity]* will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on June 10 2024, at Livermore *[city]*, CA *[state]*.

Date: 6/11/2024 | 9:23 AM PDT

Gabriel Rodriguez
Signature
Print Name: Gabriel Rodriguez
Print Title: Fire Installation Manager

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR
CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS**
(Education Code Section 45125.1)

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS
MET

(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 LP
[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: 6/11/2024 | 9:23 AM PDT

Name: Gabriel Rodriguez

Signature: Gabriel Rodriguez

Title: Fire Installation 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: Johnson Controls Fire Protection LP
Date of Entity's Contract with District: June 27th, 2024
Scope of Entity's Contract with District: Fire Alarm Upgrades

I, Jose Gabriel Rodriguez [insert name], am the Fire Install Manager [insert "owner" or officer title] for Johnson Controls Fire Protection LP [insert name of business entity] ("Entity"), which entered a contract on June 27th, 2024, with the District for

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, 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 (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: June 10th, 2024

Signature: Gabriel Rodriguez

Typed Name: Gabriel Rodriguez

Title: Fire Installation Manager

Entity: Johnson Controls Fire Protection LP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2024

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-23-24*	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: JCI.certrequest@marsh.com
INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147

COVERAGES**CERTIFICATE NUMBER:**

CHI-010547715-03

REVISION NUMBER: 6


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG \$
A	AUTOMOBILE LIABILITY		MWTB 313946-23 (Excludes New Hamp)	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		MWTB 313949-23 (Primary NH \$250k)	10/01/2023	10/01/2024	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MWZX 313950-23 (Excess NH \$4.75mm)	10/01/2023	10/01/2024	BODILY INJURY (Per accident) \$
			Excess NH Auto is Follow Form to Primary NH Auto			PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023 10/01/2023	10/01/2024 10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER**CANCELLATION**

Oakland Unified School District Facilities Planning And M 955 High St Oakland, CA 94601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC 
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DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Coliseum College Prep Academy Interim Housing	Site	232
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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	Eric Brent				
OUSD Vendor ID #	004981	Title	Project Manager				
Street Address	6952 Preston Ave., Suite A	City	Livermore	State	CA	Zip	94551
Telephone	925-273-1204	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 #	21113						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-27-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	06-30-2025
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	\$15,995.07	If New Contract, Total Contract Price (Not To Exceed)	
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information

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

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9859	Fund 21 Measure Y	210-9655-0-9859-8500-6274-232-9180-9906-9999-21113	6274	\$15,995.07

Approval and Routing (in order of approval steps)

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

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6/10/24		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6/5/24		
3.	Chief Systems and Services Officer, Division of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	6/10/24		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			