

| Board Office Use: Legislative File Info. |              |
|--|--------------|
| File ID Number                           | 20-1445      |
| Introduction Date                        | 9-9-2020     |
| Enactment Number                         | 20-1387      |
| Enactment Date                           | 9/10/2020 er |



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** September 9, 2020

**Subject** Amendment No. 1, Independent Consultant Agreement for Professional Services - Johnson Controls Fire Protection, LP, - Fruitvale Elementary School Fire and Intrusion Alarm Replacement Project - Division of Facilities Planning & Management

**Action Requested** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide an additional time extension only, no change to the scope of work, for the Fruitvale Elementary School Fire and Intrusion Alarm Replacement, and authorizing the President and Secretary of the Board to sign the Amendment for same with said consultant with the time extension of Five Hundred nineteen days (519) and scheduled to last until October 31, 2020 pursuant to the Amendment.

**Discussion** This Amendment is for five hundred nineteen (519) calendar days' time extension only. No change to scope of work.

**LBP** (Local business participation percentage) 100.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, Independent Consultant Agreement for Professional Services between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to provide an additional time extension only, no change to the scope of work, for the Fruitvale Elementary School Fire and Intrusion Alarm Replacement, and authorizing the President and Secretary of the Board to sign the Amendment for same with said consultant with the time extension of Five Hundred nineteen days (519) and scheduled to last until October 31, 2020 pursuant to the Amendment.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Amendment No. 1
- Insurance Certificate

## AMENDMENT NO. 1

### INDEPENDENT CONSULTANT AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Johnson Controls Fire Protection, LP**. OUSD entered into an agreement with CONTRACTOR for services on **May 9, 2018** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fruitvale Elementary School Fire Alarm Replacement Project** as follows and per Exhibit A:

|    |                          |  |   |
|----|--------------------------|--|---|
| 1. | <b>Services:</b>         | <input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .  | <input type="checkbox"/> The scope of work has <u>changed</u> .<br><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.<br>The CONTRACTOR agrees to provide the following amended services: No change to scope of work. Time extension only.       |
| 2. | <b>Terms (duration):</b> | <input type="checkbox"/> The term of the contract is <u>unchanged</u> .      | <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .<br><b>If term is changed:</b> The contract term is extended by an additional <b>Five Hundred Nineteen (519) days</b> , and the amended expiration date is <b>October 31, 2020</b> . <b>May 31, 2019 is the current end date.</b>  |
| 3. | <b>Compensation:</b>     | <input checked="" type="checkbox"/> The contract price is <u>unchanged</u> . | <input type="checkbox"/> The contract price has <u>changed</u> .<br><b>If the compensation is changed:</b> The not to exceed contract price is<br><input type="checkbox"/> Increased by: _____.<br><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).<br>Prior to this amendment, the not to exceed contract price was _____ and after this amendment, the not to exceed contract price will be: _____. |

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

| No. | Date | General Description of Reason for Amendment | Amount of Increase (Decrease) |
|-----|------|---|-------------------------------|
|     |      |   |                               |

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Amendment No. 1 – Johnson Controls Fire Protection, LP - Fruitvale Elementary School Fire Alarm Replacement Project - \$0

**OAKLAND UNIFIED SCHOOL DISTRICT**



Jody London, President,  
Board of Education

9/10/2020

Date



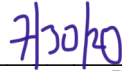
Kyla Johnson-Trammell, Superintendent  
Board of Education

9/10/2020

Date



Tadashi Nakadegawa, Interim Deputy Chief,  
Facilities Planning and Management



Date

**Approval as to form:**



7/29/20

Date

Arne Sandberg [name]

General Counsel, Facilities, Planning and Management

**CONTRACTOR**



07/22/2020

Contractor Signature

Date

Willard McCune, Total Service Manager  
Print Name, Title

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Johnson Controls Fire Protection, Inc.**

1. Detailed Description of Services to be provided: No change to scope of work. Time extension only.
2. Specific Outcomes:
3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

|   |  |
|---|--|
| <input type="checkbox"/> Ensure a high quality instructional core               | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input checked="" type="checkbox"/> Safe, healthy and supportive schools     |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality                  |
| <input type="checkbox"/> High quality and effective instruction                 | <input type="checkbox"/> Full service community district                     |

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## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

|                     |   |             |     |
|---------------------|---|-------------|-----|
| <b>Project Name</b> | Fruitvale ES Fire & Intrusion Alarm Replacement Project | <b>Site</b> | 117 |
|---------------------|---|-------------|-----|

### 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.**

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

### Contractor Information

|                    |   |                  |   |       |    |     |       |
|--------------------|---|------------------|---|-------|----|-----|-------|
| Contractor Name    | Johnson Controls Fire Protection, LP  | Agency's Contact | Stacey Marchuk  |       |    |     |       |
| OUSD Vendor ID #   | 004981  | Title            | Project Manager   |       |    |     |       |
| Street Address     | 6952 Preston Ave  | City             | Livermore   | State | CA | Zip | 94551 |
| Telephone          | 925-273-0100  | Policy Expires   |   |       |    |     |       |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |       |    |     |       |
| OUSD Project #     | 15125   |                  |   |       |    |     |       |

### Term of Original/Amended Contract

|  |          |   |            |
|--|----------|---|------------|
| <b>Date Work Will Begin (i.e., effective date of contract)</b> | 5-9-2018 | <b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b> |            |
|  |          | <b>New Date of Contract End (If Any)</b>  | 10-31-2020 |

### Compensation/Revised Compensation

|   |    |  |        |
|---|----|--|--------|
| <b>If New Contract, Total Contract Price (Lump Sum)</b> | \$ | <b>If New Contract, Total Contract Price (Not To Exceed)</b> | \$     |
| <b>Pay Rate Per Hour (If Hourly)</b>                    | \$ | <b>If Amendment, Change in Price</b>                         | \$0.00 |
| <b>Other Expenses</b>                                   |    | <b>Requisition Number</b>                                    |        |

### Budget Information

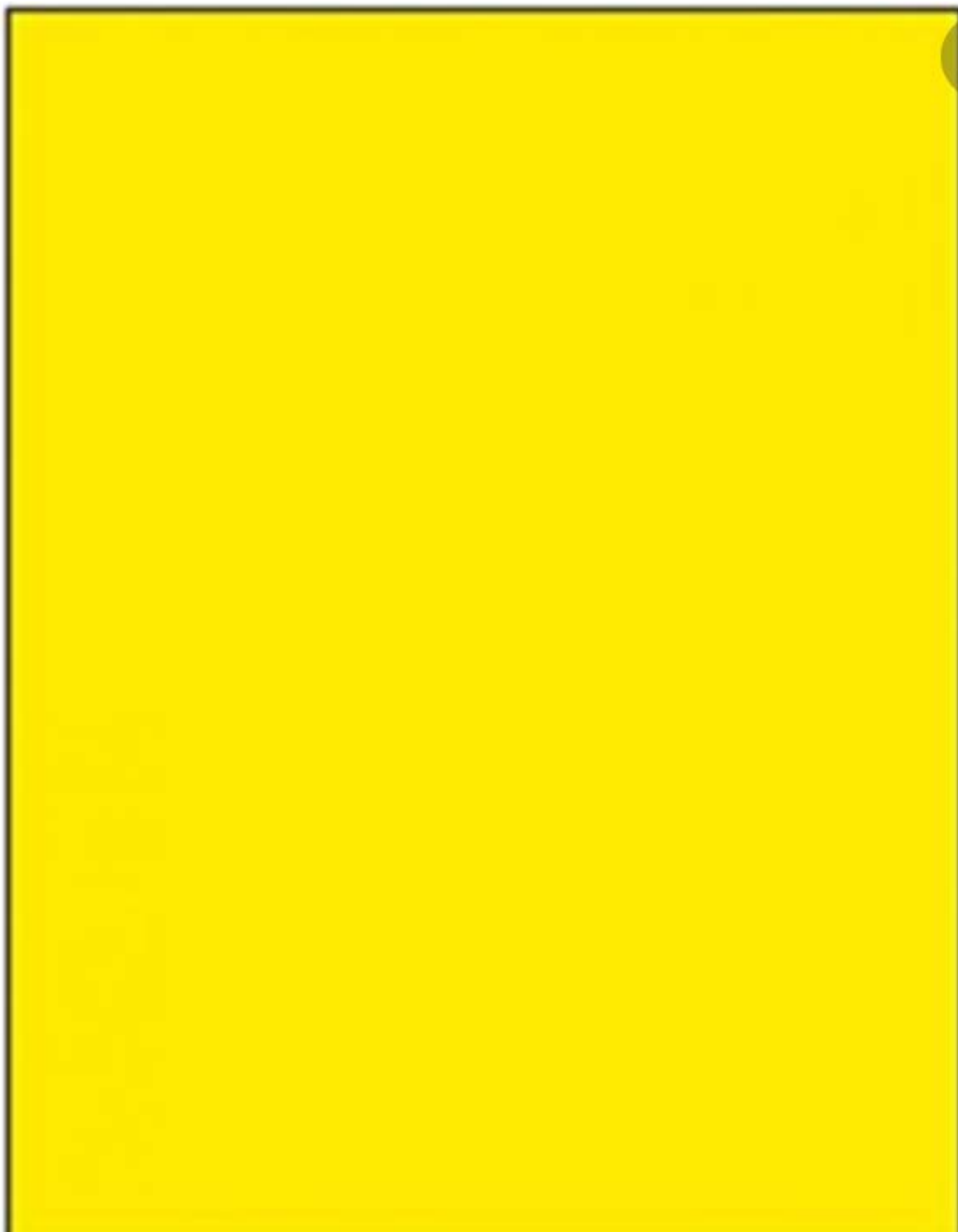
*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

| Resource # | Funding Source     | Org Key  | Object Code | Amount |
|------------|--------------------|--|-------------|--------|
| 9399/9668  | Fund 21, Measure B | 210-9399-0-9668-8500-6215-117-9180-9901-9999-99999 | 6215        | \$0.00 |

### Approval and Routing (in order of approval steps)

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

|    |   |                   |              |               |              |
|----|---|-------------------|--------------|---------------|--------------|
|    | Division Head   | Phone             | 510-535-7038 | Fax           | 510-535-7082 |
| 1. | Acting Director, Facilities Planning and Management               |                   |              |               |              |
|    | Signature   | for Keya Christen |              | Date Approved | 7/20/20      |
| 2. | General Counsel, Department of Facilities Planning and Management |                   |              |               |              |
|    | Signature   | As to form only   |              | Date Approved | 7/29/20      |
|    | Interim Deputy Chief, Facilities Planning and Management          |                   |              |               |              |
| 3. | Signature   |                   |              | Date Approved | 7/20/20      |
|    | Chief Financial Officer   |                   |              |               |              |
| 4. | Signature   |                   |              | Date Approved |              |
|    | President, Board of Education                                     |                   |              |               |              |
| 5. | Signature   |                   |              | Date Approved |              |



| Board Office Use: Legislative File Info. |           |
|--|-----------|
| File ID Number                           | 18- 1040  |
| Introduction Date                        | 5-9-2018  |
| Enactment Number                         | 18-0783   |
| Enactment Date                           | 5/9/18 lf |



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education  
Roland Broach, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** May 9, 2018

**Subject** Independent Consultant Agreement Less than \$90,200 - Johnson Controls Fire Protection, LP - Fruitvale Elementary School Fire Alarm Project

**Action Requested** Approval by the Board of Education of an Independent Consultant Agreement Less than \$90,200.00 between the District and Johnson Controls Fire Protection, LP, Livermore, CA for the latter to provide installation supervision of the installing contractor, in conjunction with the Fruitvale Elementary School Fire Alarm Panel Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 1, 2018 and concluding no later than May 31, 2019, in an amount not-to exceed \$64,320.00.

**Discussion** Supervision services are required for the installation of the fire and intrusion alarm projects.

**LBP** (Local Business Participation Percentage) 0.00%

**Recommendation** Approval by the Board of Education of an Independent Consultant Agreement Less than \$90,200.00 between the District and Johnson Controls Fire Protection, LP, Livermore, CA for the latter to provide installation supervision of the installing contractor, in conjunction with the Fruitvale Elementary School Fire Alarm Panel Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 1, 2018 and concluding no later than May 31, 2019, in an amount not-to exceed \$64,320.00.

**Fiscal Impact** Fund 21, Measure B

**Attachments**

- Independent Consultant Agreement including scope of work
- Consultant Proposal
- Certificate of Insurance



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 18-1040

**Department:** Facilities Planning and Management

**Vendor Name:** Johnson Controls

**Project Name:** Fruitvale Fire Alarm

**Project No.:** 15125

**Contract Term:** Intended Start: 5/21/2018 Intended End: 11/21/2018

**Annual (if annual contract) or Total (if multi-year agreement) Cost:** \$64,320.00

**Approved by:** Tadashi Nakadegawa

**Is Vendor a local Oakland Business or have they meet the requirements of the**

**Local Business Policy?** ☐ Yes (No if Unchecked)

**How was this Vendor selected?**

Vendor is sole source for district's fire and intrusion alarm project.

**Summarize the services this Vendor will be providing.**

Installation supervision of the installing contractor for the Fruitvale Elementary fire alarm upgrade project.

**Was this contract competitively bid?** Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

Vendor is sole source for district's fire and intrusion alarm project.



2) Please check the competitive bid exception relied upon:

☐ **Educational Materials**

☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services

☐ **CUPCCAA Exception** (Uniform Public Construction Cost Accounting Act)

☐ **Professional Service Agreements** of less than \$90,200 (increases a small amount on January 1 of each year)

☒ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)

☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternative energy supply sources)

☐ **Emergency** contracts

☐ **Technology** contracts

☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected

☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process

☐ Western States Contracting Alliance Contracts (WSCA)

☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]

☐ **"Piggyback" Contracts** with other governmental entities

☐ **Perishable Food**

☒ **Sole Source**

☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price

☐ **Other, please provide specific exception**

3) ☐ **Not Applicable - no exception - Project was competitively bid**

**INDEPENDENT CONSULTANT**  
**Less Than \$90,200**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the **6th day of April 2018**, by and between the **Oakland Unified School District** ("District") and **Johnson Controls Fire Protection, LP** ("Consultant"), (together, "Parties").

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

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

**WHEREAS**, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

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

Scope of Services includes replacing fire alarm panel at existing site.

2. **Term.** Consultant shall commence providing Services under this Agreement on **June 1, 2018**, and will diligently perform as required and complete performance by **May 31, 2019** unless this Agreement is terminated and/or otherwise cancelled prior to that time. This Agreement may be extended upon mutual approval of both parties in writing on an annual basis to the extent permissible under applicable law.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

|  |   |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement   | <input checked="" type="checkbox"/> W-9 Form                          |
| <input checked="" type="checkbox"/> Insurance Certificates & Endorsements                          | <input checked="" type="checkbox"/> Workers' Compensation Certificate |
| <input checked="" type="checkbox"/> Debarment Certification  | Other: _____  |
| <input checked="" type="checkbox"/> Fingerprinting/Criminal Background Investigation Certification |   |

4. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement, a time and material fee not-to-exceed **SIXTY-FOUR THOUSAND THREE HUNDRED TWENTY NO/100** Dollars (\$64,320.00), paid monthly in proportion to Services performed.
  - 4.1. District shall pay Consultant for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made (such approval not to be unreasonably withheld or delayed).
  - 4.2. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with Section 25 below.



6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Local, Small Local and Small Local Resident Business Enterprise (L/SL/SLRBE) Program:** Consultant shall comply with the requirements of District's L/SL/SLRBE Program, as applicable, which may require a fifty percent (50%) mandatory minimum local participation requirement in the performance of this Agreement. A copy of the District's Local Business Participation Policy can be obtained on the District's website, at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us), under District Services, Facilities Planning & Management Department, Bids and Requests for Proposals.
8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
9. **Performance of Services / Standard of Care.**
  - 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
    - 9.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
    - 9.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
    - 9.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
    - 9.1.4. Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall use professional efforts in identifying any errors, inconsistencies, or omissions.

- 9.1.5. Any representations, recommendations, opinions or conclusions relating to the Services provided by Consultant must be made in writing by duly authorized representatives of Consultant.
- 9.2. **Meetings.** Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may, with Consultant's prior written consent, use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Consultant; or
- 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.



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

12.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

**13. Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**14. Insurance.**

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that insure against all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from Consultant's performance of any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Consultant's profession.

| Type of Coverage  | Minimum Requirement |
|---|---------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments |                     |



|  |                  |
|--|------------------|
| Each Occurrence                                  | \$ 1,000,000     |
| General Aggregate                                | \$ 2,000,000     |
| <b>Automobile Liability Insurance - Any Auto</b> |                  |
| Each Occurrence                                  | \$ 1,000,000     |
| General Aggregate                                | \$ 2,000,000     |
| <b>Professional Liability</b>                    | \$ 1,000,000     |
| <b>Workers Compensation</b>                      | Statutory Limits |
| <b>Employer's Liability</b>                      | \$ 1,000,000     |

14.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.



18. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 21.1. All site visits shall be arranged through the District;
  - 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
  - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
  - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
  - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.



23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Disputes:** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, 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. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
27. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

Facilities Planning and Management  
955 High Street  
Oakland, CA 94601  
Tel: 510-535-7038; Fax: 510-535-7082  
ATTN: Cesar Monterrosa

Johnson Controls Fire Protection, LP  
6952 Preston Avenue  
Livermore, CA 94551  
Tel: 925-273-0100  
ATTN: Stacey Marchuk



Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.
31. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
32. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
33. **Incorporation of Recitals and Exhibit.** The Recitals and exhibit attached hereto are hereby incorporated herein by reference.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
36. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
39. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



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**Cesar Monterrosa**  
**Director of Facilities Planning & Management**

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement** on the date indicated below:

**OAKLAND UNIFIED SCHOOL DISTRICT**

Aimee Eng 5/10/18  
Aimee Eng, President, Board of Education Date  
Kyla Johnson-Trammell 5/10/18  
Kyla Johnson-Trammell, Superintendent & Secretary, Board of Education Date  
Roland Broach 4-10-18  
Roland Broach, Interim Deputy Chief, Facilities Planning and Management Date

**APPROVED AS TO FORM:**

[Signature] 4/16/18  
OUSD Facilities Legal Counsel Date

**CONSULTANT**

[Signature] Willard McCune, Total Service Manager 04/06/2018  
Johnson Controls Fire Protection LP Date

**Information regarding Consultant:**

Consultant: Johnson Controls Fire Protection LP  
License No.: 986047  
Address: 6952 Preston Ave, Suite A  
Livermore, CA 94551  
Telephone: 925-273-0100  
Facsimile: 925-273-0120  
E-Mail: stacey.marchuk@jci.com

Type of Business Entity:  
☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: DELAWARE  
☐ 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 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**



### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:


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

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

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

Date: 04/06/2018

Proper Name of Consultant: Johnson Controls Fire Protection LP

Signature: 

Print Name: Willard McCune

Title: Fire Service Manager

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

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

The undersigned is aware of and hereby certify that neither ACC Environmental Consultants ("Consultant") nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the undersigned agrees to include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

Where the Consultant or any lower participant is unable to certify to this statement, it shall attach an explanation hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Consultant on the 6th day of April 2018 for the purposes of submission of this Agreement.

By:



Signature

Willard McCune

Typed or Printed Name

Fire Service Manager

Title

## **FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- ☒ Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title: Robert Beach

District Representative's Signature: [Signature]

- ☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- ☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
- ☐ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- ☐ Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: Indira Nekkegawa Director

District Representative's Signature: [Signature]

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 04/06/2018

Name of Consultant: Johnson Controls Fire Protection LP

Signature: [Signature]

Print Name and Title: Willard McCune-Fire Service Manager



**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

**BASIC SCOPE OF SERVICES**

JOHNSON CONTROLS FIRE PROTECTION, LP proposes to provide the following scope of services.

Scope of Work: Per time and material quote dated March 26, 2018

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



## EXHIBIT A

March 26, 2018

Via email

Oakland Unified School District c/o Nicole Wells

REFERENCE: **OUSD - Fruitvale ES**  
**3200 Boston Ave.**  
**Oakland, CA 94602**

SUBJECT: **T&M Service quote – Project Supervision**

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

**Defined Scope of Work is as follows:**

1. Installation Supervision of the Installing Contractor for **Fruitvale Elementary School: New Building Fire Alarm Project**

| Labor                             |         | Total       |
|-----------------------------------|---------|-------------|
| Up to (120) 4-hr visits<br>(S.T.) | 480 hrs | \$64,320.00 |
| Total Estimated Price:            |         | \$64,320.00 |

**JCI qualifies the following:**

1. During JCI's normal working hours (M-F 7:00 a.m. – 4:00 p.m.), travel time shall be calculated on a per visit per person basis from local the JCI office location.
2. Unless otherwise directed, all work shall take place during our normal working hours.
3. Access to site to be provided by OUSD.
4. Assumes labor rate increase (approximately 5%) for 2018.
5. Approximate period of work: June 1, 2018 – December 31, 2018.

**Exclusions**

1. Any and all material. Quote is for labor only.
2. Cutting, patching and painting of building structures, including concrete cutting, coring, patching, or removal.
3. Any existing asbestos, lead conditions or other hazardous materials conditions present.
4. Removal/replacement of ceiling tiles
5. Any requirements more stringent than NFPA #72 and/or the local authorities.

Please feel free to contact me directly at 925-273-1232 or email address [stacey.marchuk@jci.com](mailto:stacey.marchuk@jci.com) should you have any questions.

Thank you again for providing **Johnson Controls Fire Protection, LP** the opportunity to service your fire protection needs.

Sincerely,

1

Stacey Marchuk  
Johnson Controls Fire Protection, LP  
OUSD Account Rep





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2018

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).

|  |   |   |
|--|---|---|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>411 E. Wisconsin Avenue<br>Suite 1300<br>Milwaukee, WI 53202<br>Attn: JCI.Certrequest@marsh.com<br>CN101230596-5-17-18* | <b>CONTACT</b><br>NAME:<br>PHONE<br>(A/C, No, Ext):<br>E-MAIL:<br>ADDRESS:<br><br><b>INSURER(S) AFFORDING COVERAGE</b><br><br><b>INSURER A:</b> Old Republic Insurance Company<br><b>INSURER B:</b> ACE Property and Casualty Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>FAX</b><br>(A/C, No):<br><br><b>NAIC #</b><br>24147<br>20699 |
|--|---|---|

|   |   |                           |
|---|---|---------------------------|
| <b>COVERAGES</b>  | <b>CERTIFICATE NUMBER:</b> CHI-008943774-01 | <b>REVISION NUMBER:</b> 2 |
| 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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><input checked="" type="checkbox"/> XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | MWZY 310897   | 10/01/2017                             | 10/01/2018                             | EACH OCCURRENCE \$ 10,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000<br>MED EXP (Any one person) \$ 50,000<br>PERSONAL & ADV INJURY \$ 10,000,000<br>GENERAL AGGREGATE \$ 30,000,000<br>PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | MWTB310896 (Excludes New Hamp)<br>MWTB310898 (Primary NH \$250k)<br>MWTB310899 (Excess NH \$7.25mm)<br>Excess NH Auto is Follow Form to Primary NH Auto | 10/01/2017<br>10/01/2017<br>10/01/2017 | 10/01/2018<br>10/01/2018<br>10/01/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |                    | G28162509 002   | 10/01/2017                             | 10/01/2018                             | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N           | MWC 310893 00 (AOS - see page 2)<br>MWXS 310894 (OH & WA)   | 10/01/2017<br>10/01/2017               | 10/01/2018<br>10/01/2018               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 5,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 5,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 5,000,000  |

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

Re: Fruitvale Supervision

The District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured per the attached.

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

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>Oakland Unified School District<br>955 High Street<br>Oakland, CA 94601 | <b>CANCELLATION</b><br><br><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|--|---|

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                          |           |  |
|--------------------------|-----------|--|
| AGENCY<br>Marsh USA Inc. |           | NAMED INSURED<br>Johnson Controls, Inc.<br>Tyco International Holding S.a.r.l.<br>SimplexGrinnell LP<br>(see attached Acord 101)<br>5757 North Green Bay Avenue<br>Milwaukee, WI 53209 |
| POLICY NUMBER            |           |  |
| CARRIER                  | NAIC CODE |  |
| EFFECTIVE DATE:          |           |  |

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

### **WORKERS COMPENSATION:**

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

### **PRIMARY COVERAGE:**

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

### **WAIVER OF SUBROGATION:**

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

### **ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

### **ADDITIONAL INSURED - GENERAL LIABILITY:**

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

### **ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE:**

The General Liability Insurance includes insurance for ongoing operations and completed operations.

### **LIMIT OF LIABILITY:**

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

### **UMBRELLA/EXCESS LIABILITY:**

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

### **NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:**

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

### **NAMED INSURED:**

Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chagnin H.Q. Venture Ltd; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Interstate Battery System International, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Advanced Power Solutions, LLC; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls APS Production, Inc.; Johnson Controls Battery Group, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Federal Systems/Versar, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems LLC; Johnson Controls Navy Systems, LLC; Johnson Controls Security Solutions LLC; Koch Filter Corporation; Master Protection LP d/b/a FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic International, Inc.; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Tyco Cares Foundation; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; and York International Corporation



## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

|  |                         |                                       |   |
|--|-------------------------|---------------------------------------|---|
| Named Insured<br>Johnson Controls, Inc., Tyco International Holding S.a.r.l. |                         |                                       | Endorsement Number                          |
| Policy Prefix<br>MWZY  | Policy Number<br>310897 | Policy Period<br>10/01/17 to 10/01/18 | Effective Date of Endorsement<br>10/01/2017 |
| Issued By<br>Old Republic Insurance Company                                  |                         |                                       |   |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

#### Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

GL 289 001 1012

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

|  |                         |  |   |
|--|-------------------------|--|---|
| Named Insured<br>Johnson Controls, Inc., Tyco International Holding S.a.r.l. |                         |  | Endorsement Number                          |
| Policy Prefix<br>MWZY  | Policy Number<br>310897 | Policy Period<br>10/01/17- to 10/01/18 | Effective Date of Endorsement<br>10/01/2017 |
| Issued By<br>Old Republic Insurance Company                                  |                         |  |   |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

##### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

##### Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**DELEGATION OF AUTHORITY CERTIFICATE**

The undersigned, Vice President and President, Building Solutions, North America, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from **Johnson Controls, Inc.**, a Wisconsin corporation ("Johnson Controls"), dated June 6, 2017, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **SimplexGrinnell LP**, a Delaware limited partnership ("SimplexGrinnell"), dated June 8, 2017, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Tyco Integrated Security LLC**, a Delaware limited liability company ("TIS"), dated June 8, 2017, hereby authorizes:

**Mario Pena**  
**Manager, Installation**

(the "Delegate") to perform, on behalf of each of Johnson Controls, SimplexGrinnell and TIS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. further sub-delegation of the above acts absent necessary approvals in writing;
- b. the execution of surety, performance or bid bonds;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of Johnson Controls, SimplexGrinnell, or TIS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of Johnson Controls, SimplexGrinnell, or TIS; or
- d. the signing, on behalf of Johnson Controls, SimplexGrinnell, or TIS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of Johnson Controls, SimplexGrinnell, or TIS.

**This authority shall remain in full force and effect through October 25, 2018.**

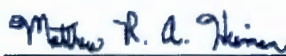
Signed at Milwaukee, Wisconsin, this 26<sup>th</sup> day of October, 2017.

Johnson Controls, Inc., SimplexGrinnell LP,  
and Tyco Integrated Security LLC



Rodney N. Rushing  
Vice President and President  
Building Solutions, North America

ATTESTS:



Matthew R.A. Heiman, Assistant Secretary  
Johnson Controls, Inc.



Robert C. Maxie, Secretary  
SimplexGrinnell LP and Tyco Integrated Security LLC





## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

|  |   |             |     |
|--|---|-------------|-----|
| <b>Project Name</b>  | Fruitvale Elementary School Fire Alarm  | <b>Site</b> | 117 |
| <b>Basic Directions</b>  |   |             |     |
| Services cannot be provided until the contract is fully approved and a Purchase Order has been issued. |   |             |     |
| <b>Attachment Checklist</b>  | <input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000<br><input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |             |     |

|                               |   |                  |   |       |    |     |       |
|-------------------------------|---|------------------|---|-------|----|-----|-------|
| <b>Contractor Information</b> |   |                  |   |       |    |     |       |
| Contractor Name               | Johnson Controls Fire Protection, LP                                  | Agency's Contact | Stacey Marchuk  |       |    |     |       |
| OUSD Vendor ID #              | V057969   | Title            | Project Manager   |       |    |     |       |
| Street Address                | 6952 Preston Avenue   | City             | Livermore   | State | CA | Zip | 94551 |
| Telephone                     | 925-273-0100  | Policy Expires   |   |       |    |     |       |
| Contractor History            | Previously been an OUSD contractor? X Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes X No |       |    |     |       |
| OUSD Project #                | 13158   |                  |   |       |    |     |       |

|                      |          |  |           |
|----------------------|----------|--|-----------|
| <b>Term</b>          |          |  |           |
| Date Work Will Begin | 6-1-2018 | Date Work Will End By<br>(not more than 5 years from start date) | 5-31-2019 |

|                               |    |                              |             |
|-------------------------------|----|------------------------------|-------------|
| <b>Compensation</b>           |    |                              |             |
| Total Contract Amount         | \$ | Total Contract Not To Exceed | \$64,320.00 |
| Pay Rate Per Hour (If Hourly) | \$ | If Amendment, Changed Amount | \$          |
| Other Expenses                |    | Requisition Number           |             |

|   |                    |            |             |             |
|---|--------------------|------------|-------------|-------------|
| <b>Budget Information</b>   |                    |            |             |             |
| <i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i> |                    |            |             |             |
| Resource #  | Funding Source     | Org Key    | Object Code | Amount      |
| 9599  | Fund 21, Measure B | 1179901890 | 6215        | \$64,320.00 |

|   |   |               |              |                  |
|---|---|---------------|--------------|------------------|
| <b>Approval and Routing (in order of approval steps)</b>  |   |               |              |                  |
| 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.  | Director, Facilities Planning and Management                      |               |              |                  |
|   | Signature   | Date Approved | 4/9/18       |                  |
| 2.  | General Counsel, Department of Facilities Planning and Management |               |              |                  |
|   | Signature   | Date Approved | 4/24/18      |                  |
| 3.  | Deputy Chief, Facilities Planning and Management                  |               |              |                  |
|   | Signature   | Date Approved | 4-10-18      |                  |
| 4.  | Senior Business Officer, Board of Education                       |               |              |                  |
|   | Signature   | Date Approved |              |                  |
| 5.  | President, Board of Education                                     |               |              |                  |
|   | Signature   | Date Approved |              |                  |

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