Board Office Use: **Legislative File Info.**	
File ID Number	26-1323
Introduction Date	6-24-2026
Enactment Number	
Enactment Date	

Memo

To	Board of Education
From	Denise Gail Saddler, Ed.D., Interim Superintendent Preston Thomas, Chief Systems & Services Officer Marc White, Buildings & Grounds Department
Board Meeting Date	June 24, 2026
Subject	Amendment No. 4, Agreement for Maintenance – Johnson Controls Fire and Protection, LP – Fire and Life Safety System Testing & Inspection Services Maintenance Project – Buildings and Grounds Department

Action Requested	Approval by the Board of Education to the Amendment No. 4, to the Maintenance Agreement by and between the **District** and **Johnson Controls Fire and Protection, LP.**, Livermore, CA, for the latter to continue to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems, as outlined in the Proposal dated May 14, 2026, attached to this Amendment as Exhibit A, for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project**, in an additional total amount of **$1,359,160.00**, increasing Agreement's total not-to-exceed amount from **$5,311,906.95 to $6,671,066.95**, and extending the term of the Agreement from **June 30, 2023 through June 30, 2026 to June 30, 2027, (**an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.
Discussion	This Amendment is for continued testing, inspections and repairs for the existing fire alarm system and three hundred sixty-five calendar days (365) term extension.
LBP (Local Business Participation Percentage)	0.00%
Recommendation	Approval by the Board of Education to the Amendment No. 4, to the Maintenance Agreement by and between the District and Johnson Controls Fire and Protection, LP., Livermore, CA, for the latter to continue to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems, as outlined in the Proposal dated May 14, 2026, attached to this Amendment as Exhibit A, for the Fire and Life Safety System Testing & Inspection Services Maintenance Project, in an additional total amount of $1,359,160.00, increasing Agreement's total not-to-exceed amount from $5,311,906.95 to $6,671,066.95, and extending the term of the Agreement from June 30, 2023 through June 30, 2026 to June 30, 2027, (an additional 365 calendar days). All other terms and conditions of the Agreement remain in full force and effect.
Fiscal Impact	Fund 010 Routine Repair Maintenance Account

Attachments

- Amendment No. 4, including Exhibits
- Routing Form
- File ID's: 25-1476, 24-0785, 23-1327, 22-0440

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 4

MAINTENANCE SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Johnson Controls Fire and Protection, LP**. ("Contractor") to amend the **Maintenance Services Agreement** between the District and the Contractor dated **May 11, 2022** ("Agreement"), for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: 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.

The CONTRACTOR shall provide the following amended services: To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, May 14,2026, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extending the current end date from June 30, 2026 to June 30, 2027, by an additional (365) days.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **One Million Three Hundred Fifty-Nine Thousand One Hundred Sixty Dollars No/100 ($1,359,160.00).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was **Five Million Three Hundred Eleven Thousand Nine Hundred Six Dollars and 95/100 ($5,311,906.95),** and after this amendment, the not-to-exceed total contract price will be: **Six Million Six Hundred Seventy-One Thousand Sixty-Six Dollars and 95/100 ($6,671,066.95).**

4. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	6-28-2023	Term & Compensation	$1,663,631.25
02	4-24-2024	Term & Compensation	$1,251,480.00
03	6-25-2025	Term & Compensation	$1,282,595.70

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous

oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **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.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — Date

Denise Gail Saddler, Ed.D., Interim Superintendent and Secretary, Board of Education — Date

Preston Thomas (May 27, 2026 16:03:17 PDT)

Preston Thomas, Chief Systems & Services Officer — May 27, 2026 — Date

Approval as to form:

James Traber — 5/22/2026

James Traber, Esq. Facilities Counsel — Date

CONTRACTOR: Johnson Controls Fire and Protection LP

Chris Shaffer — 5/26/2026 | 10:27 AM PDT

Contractor Signature — Date

Chris Shaffer — Fire Service Manager

Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Johnson Controls Fire and Protection LP

1. Detailed Description of Services to be provided: : To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, May 14, 2026, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

2026-27 Annual Test + inspection
#1,359,160.00

Johnson Controls
INGENUITY WELCOME

Fire and Life Safety System Testing and ***Inspection Service Proposal*** **May 14, 2026**

By and Between Johnson Controls Fire Protection LP and
Oakland Unified School District

Johnson Controls Fire Protection LP.
6952 Preston Ave
Livermore, CA 94551

The scope of this proposal is for "regular work" and the inspections and tasks will be performed regularly on the frequency listed below.

Johnson Controls Fire Protection LP aka Tyco / SimplexGrinnell is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes testing and inspections for the fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems.

Service labor and parts are not included in the service agreement pricing. The proposal scope for these non-Simplex systems is for testing and inspections only. Service repair and parts replacement (as available) can be provided as billable service at the applicable OUSD service rates.

Scope of Work

Fire Alarm Test & Inspect ONLY:

- Testing and Inspection scope includes Annual test of all peripheral devices per NFPA 72.
  - Semi-Annual Battery, Water Flow, & Tamper Switch testing per NFPA 72.
- Service and Parts Coverage are excluded

Emergency & Exit Lights:

- Testing and Inspection scope includes annual inspection including a 90 minute load test
- Service and Parts Coverage are excluded

Sprinkler, Standpipe, Fire Hoses, Fire Hydrants:

- Annual Fire Sprinkler / Standpipe system visual inspection and main drain test NFPA 25 California Edition 2013. In accordane with CSFM Title 19 requirements.
  - *Quarterly Visual Inspections are excluded per OUSD request.*
- Annual Fire Hydrant service include an annual flow test per NFPA 25 California Edition 2013
- School sites due for **5 Year Inspections are marked in blue** on the site list sheet.
- Service and Parts Coverage are excluded

Fire Pump:

- Fire Pump – annual inspection per NFPA 25 California Edition 2013
- Monthly fire pump runs per NFPA 25 California Edition 2013

Oakland Unified School District

Labor Rates

Labor Rates	Price
Clocks / Fire Alarm / Paging / Security Systems Service /Repair	$260.00 per hour
Fire Sprinkler Service / Repair	$290.00 per hour
Inside Wireman Electrical Repair Work	$260.00 per hour
Johnson Controls Materials Price	List Price -20%
Materials Price from Third Part	Cost +15%
Equipment Rental	Cost +15%

Service Agreement

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2026 – June 30, 2027.

Price: 2026 / 2027 Annual Test & Inspection: **$1,359,160.00**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement excludes service calls and labor. The agreement is only for testing and inspection. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **$339,790.00** per quarter.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____

Print Name: _____

Title: _____

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____

Print Name: _____

Title: _____

License Number (if applicable): _____

FM200:

- FM200 System – annual and semi-annual inspection per NFPA 2001
- Visual inspection of the poping system and discharge nozzel connections.
- Functional test of all smokes, heats, pulls, and notification device. All manual releases checked. Test pre-discharge alamrs, timers,a nd releasing circuits.
- Inspection cylinders, straps, and fittings connected to the discharge manifold. Agent pressure and dates for hydrostatic test and pressure recorded.

Vesda:

- Fire Alarm – annual and semi-annual testing inspection per NFPA 72
- Check that air is flowing through all sampling ports, and check the detectors filters and intake.
- Measure the time it takes for smoke to travel from the most report sampling hole to the detector and ensure within desgin limits, and verify responsivness.

Oakland Unified School District

Oakland Unified School District Locations									
Site Name	Site Address	JCI Contract Number	Fire Alarm	Emer & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Acorn Woodland - Encompass Academy	1025 81st Ave	80932112	Test & Inspect ONLY	X	X	NA	NA	X	NA
Adventure Time CDC	25 S Hill Ct	80932117	Test & Inspect ONLY	X	X	NA	X	NA	NA
Allendale School	3670 Penniman Ave	80932177	Test & Inspect ONLY	X	X	NA	X	NA	NA
Arroyo Viejo CDC	1895 78th Ave	80932183	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Art's Far West – Oakland Tech Upper Campus	5263 Broadway Terrace	80932188	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Ascend K-8 School	3709 E. 12th St	80932190	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista CDC	2410 10th Ave	80932222	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista E S	1025 E.28th St	80932223	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bret Harte MS	3700 Coolidge Dr	80932229	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bridges Academy Melrose	1325 53rd Ave	80932235	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Brookfield E S-Cdc	401 Jones Ave	80932241	Test & Inspect ONLY	X	NA	X	X	NA	NA
Burckhalter Elementary School	3994 Burckhalter Ave	80932254	Test & Inspect ONLY	X	X	NA	X	NA	NA
Carl B. Munck ES	11900 Campus Dr	80932268	Test & Inspect ONLY	X	X	X	NA	NA	NA
Castlemont High School	8601 MacArthur Blvd	80932274	Test & Inspect ONLY	X	X	NA	X	X	NA
Centro Infantil CDC	2660 E 16th St	80932284	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Chabot Elementary School	6686 Chabot Rd	80932291	Test & Inspect ONLY	X	X	NA	X	NA	NA
Claremont JHS	5750 College Ave	80931980	Test & Inspect ONLY	X	X	NA	NA	X	NA
Cleveland Elementary School	745 Cleveland St	80931992	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community Day School	4917 Mountain Blvd	80931998	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community School for Creative Education	2111 International Blvd	80932002	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Cox Academy - Ed for Change	9860 Sunnyside St	80932020	Test & Inspect ONLY	X	X	NA	X	X	NA
Crocker Highland School	525 Midcrest Rd	80932022	Test & Inspect ONLY	X	X	NA	X	NA	NA
Dewey High School	1111 2nd Ave	80932029	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Dr Marcus A. Foster Leadership Center	1011 Union Street	**NEW**	Test & Inspect ONLY	X	X	NA	NA	X	NA
East Oakland Pride Webster	8000 Birch St	80932063	Test & Inspect ONLY	X	X	NA	X	NA	NA
Eastbay Innovation	3400 Malcom Ave	80932067	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Edna Brewer E S	3748 13th Ave	80932070	Test & Inspect ONLY	X	X	NA	X	NA	NA
Elmhurst Ms Alliance Academy	1800 98th Ave	80932082	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Emerson E S - Cdc	4803 Lawton Ave	80932085	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	80932218	Test & Inspect ONLY	NA	X	X	X	X	NA
Francophone Charter School	9736 Lawlor Street	**NEW**	Test & Inspect ONLY	X	X	NA	X	NA	NA

Oakland Unified School District

Franklin E S	915 Foothill Blvd	80932219	Test & Inspect ONLY	X	X	NA	X	NA	NA
Fremont HS	4610 Foothill Blvd	80932224	Test & Inspect ONLY	X	X	NA	NA	X	NA
Frick Junior High School	2845 64th St	80932226	Test & Inspect ONLY	X	NA	X	NA	NA	NA
Fruitvale E S	3200 Boston Ave	80932239	Test & Inspect ONLY	X	X	X	X	NA	NA
Garfield E S	1640 22nd Ave	80932059	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Glenview ES	4215 La Cresta Ave	80932061	Test & Inspect ONLY	X	X	X	NA	X	X
Global Family Jefferson Es	2035 40th Ave	80932062	Test & Inspect ONLY	X	X	NA	X	NA	NA
Golden Gate Cdc	6232 Herzog St	80932065	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Grass Valley Elementary School	4720 Dunkirk Ave	80932066	Test & Inspect ONLY	X	X	NA	X	NA	NA
Greenleaf Elementary School	6328 E 17th St	80932068	Test & Inspect ONLY	X	X	NA	X	X	NA
Harriet Tubman	800 33rd St	80932069	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Highland Academy Rise	8521 A St	80932071	Test & Inspect ONLY	X	X	NA	NA	X	NA
Highland CDC	1322 86th Ave	80932072	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillcrest Elementary School	30 Marguerite Ave	80932073	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hintel Ku Ca Cdc	11850 Campus Dr	80932078	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Hoover Elementary School	890 Brockhurst St	80932079	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Horace Mann ES	5222 Ygnacio Ave	80932080	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Howard Es	8755 Fontain St	80932081	Test & Inspect ONLY	X	X	X	X	NA	NA
Jefferson CDC	1975 40th Ave	80932086	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Joaquin Miller ES	5525 Ascot Dr	80932087	Test & Inspect ONLY	NA	X	X	X	NA	NA
King Estates Jr High	8251 Fontaine St	80932232	Test & Inspect ONLY	X	X	X	X	NA	NA
La Escuelita Es	1050 2nd Ave	80932253	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lakeview Es-Cdc	746 Grand Ave	80932288	Test & Inspect ONLY	X	X	NA	X	NA	NA
Laurel Es	3750 Brown Ave	80932272	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Laurel CDC	3825 California St	80932271	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Lincoln Elementary School	225 11th St	80932278	Test & Inspect ONLY	X	X	NA	X	NA	NA
Lockwood CDC	1125 69th Ave	80932287	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	80932371	Test & Inspect ONLY	X	X	NA	X	NA	NA
Luther Burbank Preschool	3550 64th Ave	80932297	Test & Inspect ONLY	X	NA	X	X	NA	NA
Madison Middle School	400 Capistrano Dr	80932299	Test & Inspect ONLY	X	X	NA	X	X	NA
Manzanita CDC	2618 Grande Vista Ave	80932303	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Manzanita Es	2409 E 27th St	80932309	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Markham Elementary School- Elight Addition	7220 Krause Ave	80932310	Test & Inspect ONLY	X	X	X	X	NA	NA
Martin Luther King ES/CDC	960 10th St	80932311	Test & Inspect ONLY	X	X	NA	X	NA	NA
McClymonds High School	2607 Myrtle St	80932312	Test & Inspect ONLY	X	X	X	X	NA	NA

Oakland Unified School District

Melrose Leadership	4730 Fleming Ave	80932313	Test & Inspect ONLY	X	X	NA	X	NA	NA
Melrose Leadership Academy @ Sherman	5328 Brann Street	80932369	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Montclair E S	1757 Mountain Blvd	80932220	Test & Inspect ONLY	X	X	NA	X	X	NA
Montera Middle School	5555 Ascot Dr	80932221	Test & Inspect ONLY	X	X	NA	X	X	NA
Oakland High School	1023 MacArthur Blvd	80931931	Test & Inspect ONLY	X	X	X	NA	NA	NA
Oakland International High School Carter	4521 Webster St	80932230	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland SOL Unity Middle School	1180 70th Ave	80932234	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland Tech H S	4351 Broadway	80932236	Test & Inspect ONLY	X	X	X	X	NA	NA
Oakland U S D -Warehouse	900 High Street	80932238	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Parker Es-Cdc	7929 Ney Ave	80932251	Test & Inspect ONLY	X	X	X	NA	NA	NA
Peralta E S Ousd	460 63rd St	80932257	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Piedmont CDC	86 Echo Ave	80932262	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Piedmont Es	4314 Piedmont Ave	80932265	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Place At Prescott	920 Campbell St	80932269	Test & Inspect ONLY	X	X	NA	X	X	NA
Redwood Heights E S	4401 39th Ave	80932275	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roosevelt MS	1926 19th Ave	80932279	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roots International Havenscourt	1390 66th Ave	80932280	Test & Inspect ONLY	X	X	NA	NA	X	NA
Sankofa Elementary School	581 61 St	80932283	Test & Inspect ONLY	X	X	X	X	NA	NA
Santa Fe Elementary School	915 54th St	80932091	Test & Inspect ONLY	X	X	NA	X	NA	NA
Sequoia School	3730 Lincoln Ave	80932165	Test & Inspect ONLY	X	X	NA	X	NA	NA
Shands Annex	1710 45th Ave	80932176	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Skyline H S	12250 Skyline Blvd	80932204	Test & Inspect ONLY	X	X	X	NA	X	NA
Sobrante Park E S	470 El Paseo Dr	80932205	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Stonehurst CDC	901 105th Ave	80932178	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Street Academy	417 29th St	80932206	Test & Inspect ONLY	X	X	NA	NA	NA	NA
The Center Commissary	2850 West Street	80932207	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Think College Now Cesar Chavez	2825 International Blvd	80932208	Test & Inspect ONLY	X	X	NA	NA	X	NA
Thornhill Elementary School	5880 Thornhill Dr	80932211	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Tilden Campus	4551 Steel Street	**NEW**	Test & Inspect ONLY	X	NA	X	X	NA	NA
United for Success Calvin Simmons	2101 35th Ave	80932212	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Urban Promise Academy	3031 18th St	80932213	Test & Inspect ONLY	X	X	NA	NA	X	NA
Webster Child Development Ctr	7980 Plymouth St	80932214	Test & Inspect ONLY	X	X	NA	NA	NA	NA
West Oakland @ Lowell	991 14th St	80932215	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Westlake Middle School	2629 Harrison St	80932216	Test & Inspect ONLY	X	X	NA	NA	X	NA
Yuk Yau Cdc	291 10th St	80932217	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
OUSD B & G	955 High St	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA

Oakland Unified School District

Shands Adult	2455 Church Street	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Administration Building Annex	1025 2nd Ave	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Hillside Academy	2369 84th Ave	Removed	Removed	NA	NA	NA	NA	NA	NA
Ralph Bunche Academy	1240 18th St	Removed	Removed	NA	NA	NA	NA	NA	NA

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	**Equipment Inventory**
Fire Alarm Testing	101 school sites
Emergency & Exit Lights	4058 units
Sprinkler Wet	164 wet systems
Dry Sprinkler & Preaction	3 systems
Standpipe & Fire Hoses	32 systems / 169 units
Fire Pump	1
Fire Hydrants	32 units
Fm200 Suppression system	1 system
Vesda	1 system
5 Year inspections due	2 Sites

Summary of Proposal

Scope Service	Annual Cost	
Fire Alarm Test & Inspect ONLY	Annual & Semi Battery & Waterflow/Tamper	$1,002,690.00
Emergency & Exit Lights	Annual	$135,877.50
Sprinkler	Annual	$138,306.00
Dry Sprinkler & Preaction	Annual	$5,564.00
Standpipe & Fire Hoses	Annual	$41,349.50
Fire Pump	Monthly & Annual	$7,728.00
Fire Hydrants	Annual	$15,915.00
Fm200 Suppression system	Semi-Annual	$3,890.00
Vesda	Semi-Annual	$2,560.00
5 Year Inspections	Only those due	$5,280.00
Total Proposal		**$1,359,160.00**

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire & Life Safety System Testing & Inspection	Site	988

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

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? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	70008						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-11-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2027

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 1,359,160.00
Other Expenses (Potential Work)	$	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
8150/0000	010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-9999-99999	5671	$1,359,160.00

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.

1.	**Division Head**	**Phone**	510-535-7038	Fax 510-535-7082
	Director, Buildings & Grounds Department			
	Signature MARC WHITE (May 27, 2026 11:43:14 PDT)	Date Approved	May 27, 2026	
2.	**OUD General Counsel, Facilities**			
	Signature James Traber	Date Approved	5/22/2026	
3.	**Chief Systems & Service Officer,**			
	Signature Preston Thomas (May 27, 2026 16:03:17 PDT)	Date Approved	May 27, 2026	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	25-1476
Introduction Date	6-25-2025
Enactment Number	25-1073
Enactment Date	6/25/2025 er

OAKLAND BUILT

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Preston Thomas Chief Systems & Services Officer, Marc White, Buildings & Grounds Department
Board Meeting Date	June 25, 2025
Subject	Amendment No. 3 to Agreement for Maintenance – Johnson Controls Fire Protection, LP – Fire and Life Safety System Testing & Inspection Services Maintenance Project –Buildings and Grounds Department

Action Requested	Approval by the Board of Education to the Amendment No. 3 to the Maintenance Agreement by and between the **District** and **Johnson Controls Fire Protection, LP**, Livermore, CA, for the latter to continue to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project**, in an additional total amount of **$1,282,595.70**, increasing Agreement's total not-to-exceed amount from **$4,029,311.25 to $5,311,906.95**, and extending the term of the Agreement from **June 30, 2024 through June 30, 2025**, to **June 30, 2026,** an additional three hundred sixty-five calendar (365) days. All other terms of the Agreement and conditions remain unchanged and in full force and effect.
Discussion	This Amendment is for continued testing, inspections and repairs for the existing fire alarm system and an extension of the term for an additional three hundred sixty-five (365) days.
LBP (Local Business Participation Percentage)	0.00%
Recommendation	Approval by the Board of Education to the Amendment No. 3 to the Maintenance Agreement by and between the District and Johnson Controls Fire Protection, LP, Livermore, CA, for the latter to continue to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the Fire and Life Safety System Testing & Inspection Services Maintenance Project, in an additional total amount of $1,282,595.70, increasing Agreement's total not-to-exceed amount from $4,029,311.25 to $5,311,906.95, and extending the term of the Agreement from June 30, 2024 through June 30, 2025, to June 30, 2026, an additional three hundred sixty-five calendar (365) days. All other terms of the Agreement and conditions remain unchanged and in full force and effect.
Fiscal Impact	Fund 010 Routine Repair Maintenance Account
Attachments	• Amendment No. 3, including Exhibits • Routing Form • File ID's: 24-0785; 23-1327; 22-0440

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 3

MAINTENANCE SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District and **Johnson Controls Fire Protection, LP**. ("Contractor") to amend the **Maintenance Services Agreement** between the District and the Contractor dated **May 11, 2022** ("Agreement"), for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project** ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: 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.

The CONTRACTOR shall provide the following amended services: To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, May 23, 2025, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extending the current end date of June 30, 2025, to June 30, 2026, by an additional (365) days.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: **One Million Two Hundred Eighty-Two Thousand Five Hundred Ninety-Five Dollars and 70/100 ($1,282,595.70).**

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was **Four Million Twenty Nine Thousand Three Hundred Eleven Dollars and Twenty-Five Cents ($4,029,311.25),** and after this amendment, the not-to-exceed total contract price will be: **Five Million Three Hundred Eleven Thousand Nine Hundred Six Dollars and 95/100 ($5,311,906.95).**

4. **Amendment History:**

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

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	6-28-2023	Term & Compensation	$1,663,631.25
02	4-24-2024	Term & Compensation	$1,251,480.00

5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

6. **Entire Agreement**. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.

7. **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.

Contract No. P.O. No.

8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT

Jennifer Brouhard, President, Board of Education — 6/26/2025 Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — 6/25/2025 Date

MARC WHITE (May 29, 2025 11:36 PDT)
M8rc White, Director Buildings & Grounds — 05/29/2025 Date

Approval as to form:

James Traber
James Traber, Esq. Facilities Counsel — 05/27/2025 Date

CONTRACTOR: Johnson Controls Fire and Protection LP

Chris Shaffer — 5/28/2025 | 9:14 AM PDT
Contractor Signature — Date

Chris Shaffer — Fire Service Manager
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Johnson Controls Fire and Protection LP

1. Detailed Description of Services to be provided: : To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, May 23, 2025, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Fire and Life Safety System Testing and Inspection Service Proposal **May 23, 2025**

By and Between Johnson Controls Fire Protection LP and
Oakland Unified School District

Johnson Controls Fire Protection LP.
6952 Preston Ave
Livermore, CA 94551

The scope of this proposal is for "regular work" and the inspections and tasks will be performed regularly on the frequency listed below.

Johnson Controls Fire Protection LP aka Tyco / SimplexGrinnell is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes testing and inspections for the fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems.

Service labor and parts are not included in the service agreement pricing. The proposal scope for these non-Simplex systems is for testing and inspections only. Service repair and parts replacement (as available) can be provided as billable service at the applicable OUSD service rates.

Scope of Work

Fire Alarm Test & Inspect ONLY:

- Testing and Inspection scope includes Annual test of all peripheral devices per NFPA 72.
  - Semi-Annual Battery, Water Flow, & Tamper Switch testing per NFPA 72.
- Service and Parts Coverage are excluded

Emergency & Exit Lights:

- Testing and Inspection scope includes annual inspection including a 90 minute load test
- Service and Parts Coverage are excluded

Sprinkler, Standpipe, Fire Hoses, Fire Hydrants:

- Annual Fire Sprinkler / Standpipe system visual inspection and main drain test NFPA 25 California Edition 2013. In accordane with CSFM Title 19 requirements.
  - *Quarterly Visual Inspections are excluded per OUSD request.*
- Annual Fire Hydrant service include an annual flow test per NFPA 25 California Edition 2013
- School sites due for **5 Year Inspections are marked in blue** on the site list sheet.
- Service and Parts Coverage are excluded

Fire Pump:

- Fire Pump – annual inspection per NFPA 25 California Edition 2013
- Monthly fire pump runs per NFPA 25 California Edition 2013

Oakland Unified School District

Oakland Unified School District Locations									
Site Name	Site Address	JCI Contract Number	Fire Alarm	Emer & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Acorn Woodland - Encompass Academy	1025 81st Ave	80932112	Test & Inspect ONLY	X	X	NA	NA	X	NA
Adventure Time CDC	25 S Hill Ct	80932117	Test & Inspect ONLY	X	X	NA	X	NA	NA
Allendale School	3670 Penniman Ave	80932177	Test & Inspect ONLY	X	X	NA	X	NA	NA
Arroyo Viejo CDC	1895 78th Ave	80932183	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Art's Far West – Oakland Tech Upper Campus	5263 Broadway Terrace	80932188	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Ascend K-8 School	3709 E. 12th St	80932190	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista CDC	2410 10th Ave	80932222	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista E S	1025 E.28th St	80932223	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bret Harte MS	3700 Coolidge Dr	80932229	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bridges Academy Melrose	1325 53rd Ave	80932235	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Brookfield E S-Cdc	401 Jones Ave	80932241	Test & Inspect ONLY	X	NA	X	X	NA	NA
Burckhalter Elementary School	3994 Burckhalter Ave	80932254	Test & Inspect ONLY	X	X	NA	X	NA	NA
Carl B. Munck ES	11900 Campus Dr	80932268	Test & Inspect ONLY	X	X	X	NA	NA	NA
Castlemont High School	8601 MacArthur Blvd	80932274	Test & Inspect ONLY	X	X	NA	X	X	NA
Centro Infantil CDC	2660 E 16th St	80932284	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Chabot Elementary School	6686 Chabot Rd	80932291	Test & Inspect ONLY	X	X	NA	X	NA	NA
Claremont JHS	5750 College Ave	80931980	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Cleveland Elementary School	745 Cleveland St	80931992	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community Day School	4917 Mountain Blvd	80931998	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community School for Creative Education	2111 International Blvd	80932002	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Cox Academy - Ed for Change	9860 Sunnyside St	80932020	Test & Inspect ONLY	X	X	NA	X	X	NA
Crocker Highland School	525 Midcrest Rd	80932022	Test & Inspect ONLY	X	X	NA	X	NA	NA
Dewey High School	1111 2nd Ave	80932029	Test & Inspect ONLY	X	X	NA	NA	NA	NA
East Oakland Pride Webster	8000 Birch St	80932063	Test & Inspect ONLY	X	X	NA	X	NA	NA
Eastbay Innovation	3400 Malcom Ave	80932067	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Edna Brewer E S	3748 13th Ave	80932070	Test & Inspect ONLY	X	X	NA	X	NA	NA
Elmhurst Ms Alliance Academy	1800 98th Ave	80932082	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Emerson E S - Cdc	4803 Lawton Ave	80932085	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	80932218	Test & Inspect ONLY	NA	X	X	X	X	NA
Franklin E S	915 Foothill Blvd	80932219	Test & Inspect ONLY	X	X	NA	X	NA	NA
Fremont HS	4610 Foothill Blvd	80932224	Test & Inspect ONLY	X	X	NA	NA	X	NA

Oakland Unified School District

Site Name	Site Address	JCI Contract Number	Fire Alarm	Emer & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Frick Junior High School	2845 64th St	80932226	Test & Inspect ONLY	X	NA	X	NA	NA	NA
Fruitvale E S	3200 Boston Ave	80932239	Test & Inspect ONLY	X	X	X	X	NA	NA
Garfield E S	1640 22nd Ave	80932059	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Glenview ES	4215 La Cresta Ave	80932061	Test & Inspect ONLY	X	X	X	NA	X	X
Global Family Jefferson Es	2035 40th Ave	80932062	Test & Inspect ONLY	X	X	NA	X	NA	NA
Golden Gate Cdc	6232 Herzog St	80932065	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Grass Valley Elementary School	4720 Dunkirk Ave	80932066	Test & Inspect ONLY	X	X	NA	X	NA	NA
Greenleaf Elementary School	6328 E 17th St	80932068	Test & Inspect ONLY	X	X	NA	X	X	NA
Harriet Tubman	800 33rd St	80932069	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Highland Academy Rise	8521 A St	80932071	Test & Inspect ONLY	X	X	NA	NA	X	NA
Highland CDC	1322 86th Ave	80932072	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillcrest Elementary School	30 Marguerite Ave	80932073	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hintel Ku Ca Cdc	11850 Campus Dr	80932078	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Hoover Elementary School	890 Brockhurst St	80932079	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Horace Mann ES	5222 Ygnacio Ave	80932080	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Howard Es	8755 Fontain St	80932081	Test & Inspect ONLY	X	X	X	X	NA	NA
Jefferson CDC	1975 40th Ave	80932086	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Joaquin Miller ES	5525 Ascot Dr	80932087	Test & Inspect ONLY	NA	X	X	X	NA	NA
King Estates Jr High	8251 Fontaine St	80932232	Test & Inspect ONLY	X	X	X	X	NA	NA
La Escuelita Es	1050 2nd Ave	80932253	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lakeview Es-Cdc	746 Grand Ave	80932288	Test & Inspect ONLY	X	X	NA	X	NA	NA
Laurel Es	3750 Brown Ave	80932272	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Laurel CDC	3825 California St	80932271	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Lincoln Elementary School	225 11th St	80932278	Test & Inspect ONLY	X	X	NA	X	NA	NA
Lockwood CDC	1125 69th Ave	80932287	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	80932371	Test & Inspect ONLY	X	X	NA	X	NA	NA
Luther Burbank Preschool	3550 64th Ave	80932297	Test & Inspect ONLY	X	NA	X	X	NA	NA
Madison Middle School	400 Capistrano Dr	80932299	Test & Inspect ONLY	X	X	NA	X	X	NA
Manzanita CDC	2618 Grande Vista Ave	80932303	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Manzanita Es	2409 E 27th St	80932309	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Markham Elementary School- Elight Addition	7220 Krause Ave	80932310	Test & Inspect ONLY	X	X	X	X	NA	NA
Martin Luther King ES/CDC	960 10th St	80932311	Test & Inspect ONLY	X	X	NA	X	NA	NA
McClymonds High School	2607 Myrtle St	80932312	Test & Inspect ONLY	X	X	X	X	NA	NA

Oakland Unified School District

Site Name	Site Address	JCI Contract Number	Fire Alarm	Emer & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Melrose Leadership	4730 Fleming Ave	80932313	Test & Inspect ONLY	X	X	NA	X	NA	NA
Melrose Leadership Academy @ Sherman	5328 Brann Street	80932369	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Montclair E S	1757 Mountain Blvd	80932220	Test & Inspect ONLY	X	X	NA	X	X	NA
Montera Middle School	5555 Ascot Dr	80932221	Test & Inspect ONLY	X	X	NA	X	X	NA
Oakland High School	1023 MacArthur Blvd	80931931	Test & Inspect ONLY	X	X	X	NA	NA	NA
Oakland International High School Carter	4521 Webster St	80932230	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland SOL Unity Middle School	1180 70th Ave	80932234	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland Tech H S	4351 Broadway	80932236	Test & Inspect ONLY	X	X	X	X	NA	NA
Oakland U S D -Warehouse	900 High Street	80932238	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Parker Es-Cdc	7929 Ney Ave	80932251	Test & Inspect ONLY	X	X	X	NA	NA	NA
Peralta E S Ousd	460 63rd St	80932257	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Piedmont CDC	86 Echo Ave	80932262	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Piedmont Es	4314 Piedmont Ave	80932265	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Place At Prescott	920 Campbell St	80932269	Test & Inspect ONLY	X	X	NA	X	X	NA
Redwood Heights E S	4401 39th Ave	80932275	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roosevelt MS	1926 19th Ave	80932279	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roots International Havenscourt	1390 66th Ave	80932280	Test & Inspect ONLY	X	X	NA	NA	X	NA
Sankofa Elementary School	581 61 St	80932283	Test & Inspect ONLY	X	X	X	X	NA	NA
Santa Fe Elementary School	915 54th St	80932091	Test & Inspect ONLY	X	X	NA	X	NA	NA
Sequoia School	3730 Lincoln Ave	80932165	Test & Inspect ONLY	X	X	NA	X	NA	NA
Shands Annex	1710 45th Ave	80932176	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Skyline H S	12250 Skyline Blvd	80932204	Test & Inspect ONLY	X	X	X	NA	X	NA
Sobrante Park E S	470 El Paseo Dr	80932205	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Stonehurst CDC	901 105th Ave	80932178	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Street Academy	417 29th St	80932206	Test & Inspect ONLY	X	X	NA	NA	NA	NA
The Center Commissary	2850 West Street	80932207	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Think College Now Cesar Chavez	2825 International Blvd	80932208	Test & Inspect ONLY	X	X	NA	NA	X	NA
Thornhill Elementary School	5880 Thornhill Dr	80932211	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
United for Success Calvin Simmons	2101 35th Ave	80932212	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Urban Promise Academy	3031 18th St	80932213	Test & Inspect ONLY	X	X	NA	NA	X	NA
Washington CDC	6097 Racine St	80932180	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Webster Child Development Ctr	7980 Plymouth St	80932214	Test & Inspect ONLY	X	X	NA	NA	NA	NA
West Oakland @ Lowell	991 14th St	80932215	Test & Inspect ONLY	X	X	NA	NA	NA	NA

Oakland Unified School District

Site Name	Site Address	JCI Contract Number	Fire Alarm	Emer & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Westlake Middle School	2629 Harrison St	80932216	Test & Inspect ONLY	X	X	NA	NA	X	NA
Yuk Yau Cdc	291 10th St	80932217	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Montessori Charter	4551 Steele St	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
OUSD B & G	955 High St	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Shands Adult	2455 Church Street	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Administration Building Annex	1025 2nd Ave	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Hillside Academy	2369 84th Ave	Removed	Removed	NA	NA	NA	NA	NA	NA
Ousd Police Services-Cole E S	1011 Union St	Removed	Removed	NA	NA	NA	NA	NA	NA
Ralph Bunche Academy	1240 18th St	Removed	Removed	NA	NA	NA	NA	NA	NA

Oakland Unified School District

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	**Equipment Inventory**
Fire Alarm Testing	99 school sites
Emergency & Exit Lights	3886 units
Sprinkler Wet	161 wet systems
Dry Sprinkler & Preaction	2 systems
Standpipe & Fire Hoses	31 systems / 163 units
Fire Pump	1
Fire Hydrants	31 units
5 Year inspections due	9 Sites

Summary of Proposal

Scope Service	Annual Cost	
Fire Alarm Test & Inspect ONLY	Annual	$947,505.00
Emergency & Exit Lights	Annual	$123,280.00
Sprinkler	Annual	$128,310.00
Dry Sprinkler & Preaction	Annual	$3,280.00
Standpipe & Fire Hoses	Annual	$36,280.00
Fire Pump	Monthly & Annual	$7,360.00
Fire Hydrants	Annual	$13,900.00
5 Year Inspections	Only those due	$22,140.00
Total Proposal		**$1,282,595.70**

Labor Rates

Labor Rates	Price
Clocks / Fire Alarm / Paging / Security Systems Service /Repair	$250.00 per hour
Fire Sprinkler Service / Repair	$280.00 per hour
Inside Wireman Electrical Repair Work	$250.00 per hour
Johnson Controls Materials Price	List Price -20%
Materials Price from Third Part	Cost +15%
Equipment Rental	Cost +15%

Oakland Unified School District

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2025 – June 30, 2026.

Price: 2025 / 2026 Annual Test & Inspection: **$1,282,595.70**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement excludes service calls and labor. The agreement is only for testing and inspection. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **$320,648.93** per quarter.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____

Print Name: _____

Title: _____

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____

Print Name: _____

Title: _____

License Number (if applicable): _____

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire & Life Safety System Testing & Inspection	**Site**	988

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

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? **X** Yes ☐ No	Worked as an OUSD employee? ☐ Yes **X** No						
OUSD Project #	70008							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-11-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2026

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 1,282,595.70
Other Expenses (Potential Work)	$	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
8150/0000	**010 RRMA**	**010-8150-0-0000-8110-5671-988-9880-9000-0503-9999**	**5671**	**$1,282,595.70**

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
	Director, Buildings & Grounds Department			
	Signature MARC WHITE (May 29, 2025 11:36 PDT)	Date Approved	05/29/2025	
2.	**OUD General Counsel, Facilities**			
	Signature	Date Approved		
3.	**Chief Systems & Services Officer,**			
	Signature Preston Thomas (May 29, 2025 14:46 PDT)	Date Approved	05/29/2025	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	24-0785
Introduction Date	4-24-2024
Enactment Number	24-0708
Enactment Date	4/24/2024 CJH

OAKLAND BUILT
REBUILDING BETTER SO EVERY STUDENT THRIVES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

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

Board Meeting Date April 24, 2024

Subject Amendment No. 2, Agreement for Maintenance – Johnson Controls Fire and Protection, LP – Fire and Life Safety System Testing & Inspection Services Maintenance Project – Buildings and Grounds Department

---

Action Requested Approval by the Board of Education to the Amendment No. 2, to the Maintenance Agreement by and between the **District** and **Johnson Controls Fire and Protection, LP.**, Livermore, California, for the latter to provide continued testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project**, in an additional total amount of **$**1,251,480.00, increasing Agreement's total not-to-exceed amount from **$2,777,831.25 to $4,029,311.25**, and extending the term of the Agreement from **June 30, 2023 through June 30,2024**, to **June 30, 2025,** an additional three hundred sixty-five calendar days (365). All other terms of the Agreement and conditions remain in full force and effect.

Discussion This Amendment is for continued testing, inspections and repairs for the existing fire alarm system and three hundred sixty-five calendar days (365) term extension.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education to the Amendment No. 2, to the Maintenance Agreement by and between the District and Johnson Controls Fire and Protection, LP., Livermore, California, for the latter to provide continued testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the Fire and Life Safety System Testing & Inspection Services Maintenance Project, in an additional total amount of $1,251,480.00, increasing Agreement's total not-to-exceed amount from $2,777,831.25 to $4,029,311.25, and extending the term of the Agreement from June 30, 2023 through June 30,2024, to June 30, 2025, an additional three hundred sixty-five calendar days (365). All other terms of the Agreement and conditions remain in full force and effect.

Fiscal Impact Fund 010 Routine Repair Maintenance Account

Attachments

- Amendment No. 2, including Exhibits
- Routing Form
- File ID 23-1327; 22-0440

DocuSign Envelope ID: 9AD440C2-0222-4776-AE3C-621573D040C7

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2

MAINTENANCE SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Johnson Controls Fire and Protection, LP.** OUSD entered into an agreement with CONTRACTOR for services on **May 11, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fire and Life Safety System Testing & Inspection Services Maintenance Project** as follows and in the attached Exhibit A:

1. **Services:** X The scope of work is unchanged. ☐ **The scope of work has changed.**

If scope of work changed: 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.

The CONTRACTOR agrees to provide the following amended services: To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, March 7, 2024, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. X The term of the contract has changed.

If term is changed: The contract term is extended by an additional three hundred sixty-five days (365), and the amended expiration date is **June 30, 2025**. The current end date is June 30, 2024.

3. **Compensation:** ☐ The contract price is unchanged. X The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: (a) a lump sum of **One Million Two Hundred Fifty-One Thousand Four Hundred Eighty Dollars No/100 ($1,251,480.00)**.

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the not-to-exceed total contract price was Two Million, Seven Hundred Seventy-Seven Thousand Eight Hundred Thirty-One Dollars and Twenty-Five Cents ($2,777,831.25), and after this amendment, the not-to-exceed total contract price will be: Four Million Twenty-Nine Thousand Three Hundred Eleven Dollars and Twenty-Five Cents ($4,029,311.25).

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:**

X **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)
01	6-28-2023	Term & Compensation	1,663,631.25

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.

OAKLAND UNIFIED SCHOOL DISTRICT

Benjamin Davis, President, Board of Education — 4/25/2024 Date

Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — 4/25/2024 Date

Marc White, Director Buildings & Grounds — 4/1/24 Date

Approval as to form:

Jim Traber – *[name]* — 3/28/24 Date

OUSD Facilities General Counsel,

CONTRACTOR

Willard McCune — 3/27/2024 | 4:19 PM PDT
Contractor Signature — Date

Willard McCune — Total Service Manager
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Johnson Controls Fire and Protection LP

1. Detailed Description of Services to be provided: To continued testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, March 7, 2024, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	**Equipment Inventory**
Fire Alarm Testing	102 school sites
Emergency & Exit Lights	3922 units
Sprinkler Wet	158 wet systems
Dry Sprinkler & Preaction	2 systems
Standpipe & Fire Hoses	30 systems / 151 units
Fire Pump	1
Fire Hydrants	25 units
5 Year inspections due	17 Sites

Summary of Proposal

Scope Service	Annual Cost	
Fire Alarm Test & Inspect ONLY	Annual	$916,980.00
Emergency & Exit Lights	Annual	$117,180.00
Sprinkler	Annual	$118,650.00
Dry Sprinkler & Preaction	Annual	$3,100.00
Standpipe & Fire Hoses	Annual	$32,170.00
Fire Pump	Monthly & Annual	$6,940.00
Fire Hydrants	Annual	$9,160.00
5 Year Inspections	Only those due	~~$47,300.00~~
Total Proposal		**$1,251,480.00**

Labor Rates

Labor Rates	Price
Clocks / Fire Alarm / Paging / Security Systems Service /Repair	$230.00 per hour
Fire Sprinkler Service / Repair	$261.00 per hour
Inside Wireman Electrical Repair Work	$261.00 per hour
Johnson Controls Materials Price	List Price -20%
Materials Price from Third Part	Cost +15%
Equipment Rental	Cost +15%

Oakland Unified School District

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2024 – June 31, 2025.

Price: 2024 / 2025 Annual Test & Inspection: **$1,251,480.00**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement excludes service calls and labor. The agreement is only for testing and inspection. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **$312,870.00** per quarter.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____

Print Name: _____

Title: _____

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____

Print Name: _____

Title: _____

License Number (if applicable): _____

Johnson Controls
INGENUITY WELCOME

Fire and Life Safety System Testing and Inspection Service Proposal **March 7, 2024**

By and Between Johnson Controls Fire Protection LP and
Oakland Unified School District

Johnson Controls Fire Protection LP.
6952 Preston Ave
Livermore, CA 94551

The scope of this proposal is for "regular work" and the inspections and tasks will be performed regularly on the frequency listed below.

Johnson Controls Fire Protection LP aka Tyco / SimplexGrinnell is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes testing and inspections for the fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems.

Service labor and parts are not included in the service agreement pricing. The proposal scope for these non-Simplex systems is for testing and inspections only. Service repair and parts replacement (as available) can be provided as billable service at the applicable OUSD service rates.

Scope of Work

Fire Alarm Test & Inspect ONLY:

- Testing and Inspection scope includes Annual test of all peripheral devices per NFPA 72.
  - Semi-Annual Battery, Water Flow, & Tamper Switch testing per NFPA 72.
- Service and Parts Coverage are excluded

Emergency & Exit Lights:

- Testing and Inspection scope includes annual inspection including a 90 minute load test
- Service and Parts Coverage are excluded

Sprinkler, Standpipe, Fire Hoses, Fire Hydrants:

- Annual Fire Sprinkler / Standpipe system visual inspection and main drain test NFPA 25 California Edition 2013. In accordane with CSFM Title 19 requirements.
  - *Quarterly Visual Inspections are excluded per OUSD request.*
- Annual Fire Hydrant service include an annual flow test per NFPA 25 California Edition 2013
- School sites due for **5 Year Inspections are marked in blue** on the site list sheet.
- Service and Parts Coverage are excluded

Fire Pump:

- Fire Pump – annual inspection per NFPA 25 California Edition 2013
- Monthly fire pump runs per NFPA 25 California Edition 2013

Oakland Unified School District

Oakland Unified School District Locations									
Site Name	Site Address	JCI Contract Number	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Acorn Woodland - Encompass Academy	1025 81st Ave	80932112	Test & Inspect ONLY	X	X	NA	NA	X	NA
Adventure Time CDC	25 S Hill Ct	80932117	Test & Inspect ONLY	X	X	NA	X	NA	NA
Allendale School	3670 Penniman Ave	80932177	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Arroyo Viejo CDC	1895 78th Ave	80932183	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Art's Far West – Oakland Tech Upper Campus	5263 Broadway Terrace	80932188	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Ascend K-8 School	3709 E. 12th St	80932190	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista CDC	2410 10th Ave	80932222	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista E S	1025 E.28th St	80932223	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bret Harte MS	3700 Coolidge Dr	80932229	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bridges Academy Melrose	1325 53rd Ave	80932235	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Brookfield E S-Cdc	401 Jones Ave	80932241	Test & Inspect ONLY	X	X	NA	X	NA	NA
Burckhalter Elementary School	3994 Burckhalter Ave	80932254	Test & Inspect ONLY	X	X	NA	X	NA	NA
Carl B. Munck ES	11900 Campus Dr	80932268	Test & Inspect ONLY	X	X	X	NA	NA	NA
Castlemont High School	8601 MacArthur Blvd	80932274	Test & Inspect ONLY	X	X	NA	X	X	NA
Centro Infantil CDC	2660 E 16th St	80932284	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Chabot Elementary School	6686 Chabot Rd	80932291	Test & Inspect ONLY	X	X	NA	X	NA	NA
Claremont JHS	5750 College Ave	80931980	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Cleveland Elementary School	745 Cleveland St	80931992	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community Day School	4917 Mountain Blvd	80931998	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community School for Creative Education	2111 International Blvd	80932002	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Cox Academy - Ed for Change	9860 Sunnyside St	80932020	Test & Inspect ONLY	X	X	NA	X	X	NA
Crocker Highland School	525 Midcrest Rd	80932022	Test & Inspect ONLY	X	X	NA	X	NA	NA
Dewey High School	1111 2nd Ave	80932029	Test & Inspect ONLY	X	X	NA	NA	NA	NA
East Oakland Pride Webster	8000 Birch St	80932063	Test & Inspect ONLY	X	X	NA	X	NA	NA
Eastbay Innovation	3400 Malcom Ave	80932067	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Edna Brewer E S	3748 13th Ave	80932070	Test & Inspect ONLY	X	X	NA	X	NA	NA
Elmhurst Ms Alliance Academy	1800 98th Ave	80932082	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Emerson E S - Cdc	4803 Lawton Ave	80932085	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	80932218	Test & Inspect ONLY	NA	X	X	X	X	NA
Franklin E S	915 Foothill Blvd	80932219	Test & Inspect ONLY	X	X	NA	X	NA	NA
Fremont HS	4610 Foothill Blvd	80932224	Test & Inspect ONLY	X	X	NA	NA	X	NA
Frick Junior High School	2845 64th St	80932226	Test & Inspect ONLY	X	NA	X	NA	NA	NA
Fruitvale E S	3200 Boston Ave	80932239	Test & Inspect ONLY	X	X	X	X	NA	NA
Garfield E S	1640 22nd Ave	80932059	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Glenview ES	4215 La Cresta Ave	80932061	Test & Inspect ONLY	X	X	X	NA	X	X
Global Family Jefferson Es	2035 40th Ave	80932062	Test & Inspect ONLY	X	X	NA	X	NA	NA
Golden Gate Cdc	6232 Herzog St	80932065	Test & Inspect ONLY	NA	X	NA	NA	NA	NA

Site Name	Site Address	JCI Contract Number	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Grass Valley Elementary School	4720 Dunkirk Ave	80932066	Test & Inspect ONLY	X	X	NA	X	NA	NA
Greenleaf Elementary School	6328 E 17th St	80932068	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Harriet Tubman	800 33rd St	80932069	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Highland Academy Rise	8521 A St	80932071	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Highland CDC	1322 86th Ave	80932072	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillcrest Elementary School	30 Marguerite Ave	80932073	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillside Academy	2369 84th Ave	80932074	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Hintel Ku Ca Cdc	11850 Campus Dr	80932078	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Hoover Elementary School	890 Brockhurst St	80932079	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Horace Mann ES	5222 Ygnacio Ave	80932080	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Howard Es	8755 Fontain St	80932081	Test & Inspect ONLY	X	X	X	X	NA	NA
Jefferson CDC	1975 40th Ave	80932086	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Joaquin Miller ES	5525 Ascot Dr	80932087	Test & Inspect ONLY	NA	X	NA	X	NA	NA
King Estates Jr High	8251 Fontaine St	80932232	Test & Inspect ONLY	X	X	X	X	NA	NA
La Escuelita Es	1050 2nd Ave	80932253	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lakeview Es-Cdc	746 Grand Ave	80932288	Test & Inspect ONLY	X	X	NA	X	NA	NA
Laurel Es	3750 Brown Ave	80932272	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Laurel CDC- (Construction in progress)	3825 California St	80932271	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Lincoln Elementary School	225 11th St	80932278	Test & Inspect ONLY	X	X	NA	X	NA	NA
Lockwood CDC	1125 69th Ave	80932287	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	80932371	Test & Inspect ONLY	X	X	NA	X	NA	NA
Luther Burbank Preschool	3550 64th Ave	80932297	Test & Inspect ONLY	X	X	X	X	NA	NA
Madison Middle School	400 Capistrano Dr	80932299	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Manzanita CDC	2618 Grande Vista Ave	80932303	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Manzanita Es	2409 E 27th St	80932309	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Markham Elementary School- Elight Addition	7220 Krause Ave	80932310	Test & Inspect ONLY	X	X	X	X	NA	NA
Martin Luther King ES/CDC	960 10th St	80932311	Test & Inspect ONLY	X	X	NA	X	NA	NA
McClymonds High School	2607 Myrtle St	80932312	Test & Inspect ONLY	X	X	X	X	NA	NA
Melrose Leadership	4730 Fleming Ave	80932313	Test & Inspect ONLY	X	X	NA	X	NA	NA
Melrose Leadership Academy @ Sherman	5328 Brann Street	80932369	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Montclair E S	1757 Mountain Blvd	80932220	Test & Inspect ONLY	X	X	NA	X	NA	NA
Montero Middle School	5555 Ascot Dr	80932221	Test & Inspect ONLY	X	X	NA	NA	X	NA
Oakland High School	1023 MacArthur Blvd	80931931	Test & Inspect ONLY	X	X	X	NA	NA	NA
Oakland International High School Carter	4521 Webster St	80932230	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland SOL Unity Middle School	1180 70th Ave	80932234	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland Tech H S	4351 Broadway	80932236	Test & Inspect ONLY	X	X	X	X	NA	NA
Oakland U S D -Warehouse	900 High Street	80932238	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Ousd Police Services-Cole E S	1011 Union St	80932243	Test & Inspect ONLY	X	X	NA	X	NA	NA

Oakland Unified School District

Site Name	Site Address	JCI Contract Number	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Parker Es-Cdc	7929 Ney Ave	80932251	Test & Inspect ONLY	X	X	X	NA	NA	NA
Peralta E S Ousd	460 63rd St	80932257	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Piedmont CDC	86 Echo Ave	80932262	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Piedmont Es	4314 Piedmont Ave	80932265	Test & Inspect ONLY	X	X	NA	X	NA	NA
Place At Prescott	920 Campbell St	80932269	Test & Inspect ONLY	X	X	NA	X	NA	NA
Ralph Bunche Academy	1240 18th St	80932273	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Redwood Heights E S	4401 39th Ave	80932275	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roosevelt MS	1926 19th Ave	80932279	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roots International Havenscourt	1390 66th Ave	80932280	Test & Inspect ONLY	X	X	NA	NA	X	NA
Sankofa Elementary School	581 61 St	80932283	Test & Inspect ONLY	X	X	X	X	NA	NA
Santa Fe Elementary School	915 54th St	80932091	Test & Inspect ONLY	X	X	NA	X	NA	NA
Sequoia School	3730 Lincoln Ave	80932165	Test & Inspect ONLY	X	X	NA	X	NA	NA
Shands Annex	1710 45th Ave	80932176	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Skyline H S	12250 Skyline Blvd	80932204	Test & Inspect ONLY	X	X	X	NA	X	NA
Sobrante Park E S	470 El Paseo Dr	80932205	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Stonehurst CDC	901 105th Ave	80932178	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Street Academy	417 29th St	80932206	Test & Inspect ONLY	X	X	NA	NA	NA	NA
The Center Commissary	2850 West Street	80932207	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Think College Now Cesar Chavez	2825 International Blvd	80932208	Test & Inspect ONLY	X	X	NA	NA	X	NA
Thornhill Elementary School	5880 Thornhill Dr	80932211	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
United for Success Calvin Simmons	2101 35th Ave	80932212	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Urban Promise Academy	3031 18th St	80932213	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Washington CDC	6097 Racine St	80932180	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Webster Child Development Ctr	7980 Plymouth St	80932214	Test & Inspect ONLY	X	X	NA	NA	NA	NA
West Oakland @ Lowell	991 14th St	80932215	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Westlake Middle School	2629 Harrison St	80932216	Test & Inspect ONLY	X	X	NA	NA	X	NA
Yuk Yau Cdc	291 10th St	80932217	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Montessori Charter	4551 Steele St	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
OUSD B & G	955 High St	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Shands Adult	2455 Church Street	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Administration Building Annex	1025 2nd Ave	NA	SITE EXCLUDED	NA	NA	NA	NA	NA	NA

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire & Life Safety System Testing & Inspection	Site	988

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

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? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No						
OUSD Project #	70008							

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-11-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2025

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 1,251,480.00
Other Expenses (Potential Work)	$	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
8150/0000	010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-9999	5671	$1,251,480.00

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.

1.	Division Head	Phone 510-535-7038	Fax	510-535-7082
	Director, Buildings & Grounds Department			
	Signature	Date Approved	4/1/24	
2.	Facilities Counsel, OUSD			
	Signature	Date Approved	3/28/24	
3.	Chief Systems & Service Officer, Facilities Planning and Management			
	Signature Preston Thomas (Apr 1, 2024 12:58 PDT)	Date Approved	Apr 1, 2024	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	23-1327
Introduction Date	6-28-2023
Enactment Number	23-1274
Enactment Date	6/28/2023 er

OAKLAND BUILT
REBUILDING BETTER SO EVERY STUDENT THRIVES

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Kenya Chatman, Executive Director, Facilities Planning and Management

Board Meeting Date June 28, 2023

Subject Amendment No. 1 Agreement for Maintenance – Johnson Controls Fire and Protection, LP – Fire and Life Safety System Testing & Inspection Services Maintenance Project – Buildings and Grounds Department

Action Requested Adoption by the Board of Education of Resolution No. 2223-0222 to the Amendment No. 1 by and between the **District** and **Johnson Controls Fire and Protection, LP.**, Livermore, California, for the latter to provide continued testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the **Fire and Life Safety System Testing & Inspection Services Maintenance Project**, in an additional total amount of **$1,663,631.25**, increasing Agreement's total not-to-exceed amount from **$1,114,200.00** to **$2,777,831.25**, and extending the term of the Agreement from **June 30, 2023**, to **June 30, 2024** an additional three hundred sixty-six days (366), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Discussion This Amendment is for additional testing, inspections and repairs for the existing fire alarm system and three hundred sixty-six days (366) term extension. Competitive bidding is not required because there is no advantage to competitive bidding due to Johnson Controls being the only company that can test and inspect the alarm systems manufactured by Johnson Controls. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631,635-637.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Adoption by the Board of Education of Resolution No. 2223-0222 to the Amendment No. 1 by and between the District and Johnson Controls Fire and Protection, LP., Livermore, California, for the latter to provide continued testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the Fire and Life Safety System Testing & Inspection Services Maintenance Project, in an additional total amount of $1,663,631.25, increasing Agreement's total not-to-exceed amount from $1,114,200.00 to $2,777,831.25, and extending the term of the Agreement from June 30, 2023, to June 30, 2024 an additional three hundred sixty-six days (366), and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant.

Fiscal Impact Fund 010 Routine Repair Maintenance Account

Attachments

- Amendment No. 1, including Exhibits
- Routing Form
- File ID 22-0440

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 1

MAINTENANCE SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and **Johnson Controls Fire and Protection, LP.** OUSD entered into an agreement with CONTRACTOR for services on **May 11, 2022** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fire and Life Safety System Testing & Inspection Services Maintenance Project** as follows and in the attached Exhibit A:

1. **Services:** ☐ The scope of work is unchanged. **X The scope of work has changed.**

If scope of work changed: 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.

The CONTRACTOR agrees to provide the following amended services: To provide additional testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition of 51 locations where the 5 year inspection will be performed, as described in the Proposals dated, April 20, 2023, attached to this Amendment as Exhibit A.

2. **Terms** (duration): ☐ The term of the contract is unchanged. **X** The term of the contract has changed.

If term is changed: The contract term is extended by an additional three hundred sixty-six days (366), and the amended expiration date is **June 30, 2024**. The current end date is June 30, 2023.

3. **Compensation:** ☐ The contract price is unchanged. **X** The contract price has changed.

If the compensation is changed: The not to exceed contract price is

X Increased by: (a) a lump sum of One **Million Three Hundred Thirty Thousand Nine Hundred Five Dollars No/100 ($1,330,905.00)** for Required Work; and (b) a not-to-exceed amount of Three Hundred Thirty-Two Thousand Seven Hundred Twenty-Six Dollars 25/100 ($332,726.25) for Potential Work (to be paid based on the rates in Exhibit B, for a total increase of One Million Six Hundred Sixty-Three Thousand Six Hundred Thirty-One Dollars 25/100 ($1,663,631.25).

☐ Decreased by _____ dollars and no/100 ($_____).

Prior to this amendment, the contract price for Required Work was a lump sum of **Nine Hundred Sixty-Four Thousand Two Hundred Dollars NO/100 (964,200.00),** and for Potential Work as a not-to-exceed amount of **One Hundred Fifty Thousand Dollars No/100($150,000),** for a total contract price of **$1,114,200.00**. After this amendment, (a) the total lump sum for Required Work will be **Two Million Two Hundred Ninety-Five Thousand One Hundred Five Dollars No/100 ($2,295,105.00); and (b) the total not-to-exceed amount for Potential Work will be Four Hundred Eighty-Two Thousand Seven Hundred Twenty-Six Dollars 25/100 ($482,726.25); for a grand total adjusted contract price of $2,777,831.25,**

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:**

X 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.

OAKLAND UNIFIED SCHOOL DISTRICT

6/29/2023
Mike Hutchinson, President, Board of Education — Date

6/29/2023
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education — Date

6/15/23
Lisa Grant-Dawson, Chief Business Officer, Facilities Planning and Management — Date

Approval as to form:

6/12/23
Arne Sandberg *[name]* — Date
General Counsel, Facilities, Planning and Management

CONTRACTOR

June 6, 2023
Contractor Signature — Date

Willlard McCune-Fire Service Manager
Print Name, Title

EXHIBIT "A"
Scope of Work for Amendment

Contractor Name: Johnson Controls Fire and Protection LP

1. Detailed Description of Services to be provided: To provide additional testing and inspections for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems at the same sites with addition to five added sites which will need 1-year inspections, as described in the Proposals dated, April 20, 2023, attached to this Amendment as Exhibit A.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

BEFORE THE BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2223 - 0222
RESOLUTION OF THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED SCHOOL DISTRICT DECLARING THE FUTILITY OF PUBLIC BIDDING FOR THE FIRE AND LIFE SAFETY SYSTEM TESTING & INSPECTION MAINTENANCE WORK AT MULTIPLE SITES AND APPROVING AN AMENDMENT FOR THAT WORK

WHEREAS, the Oakland Unified School District ("District") would like to award an amendment to Johnson Controls Fire Protection, LP ("Contractor") for continued maintenance services of the Contractor's fire equipment, which includes testing, inspection, and potential repairs of the fire alarm, fire sprinkler, fire standpipe, fire hoses, fire hydrants, fire pump, emergency lights, and exit lights at multiple school sites ("Work");

WHEREAS, Contractor has provided a quote for the Work and is able to complete the Work for a lump sum of One Million Three Hundred Thirty Thousand Nine Hundred Five Dollars No/100 ($1,330,905.00) for Required Work; and (b) a not-to-exceed amount of Three Hundred Thirty-Two Thousand Seven Hundred Twenty-Six Dollars 25/100 ($332,726.25) for Potential Work (to be paid based on the rates in Exhibit B, for a total increase of One Million Six Hundred Sixty-Three Thousand Six Hundred Thirty-One Dollars 25/100 ($1,663,631.25);

WHEREAS, the District's Chief Business Officer of Facilities Planning and Management and District staff believe that the Contractor's quoted price to perform the Work is reasonable;

WHEREAS, the Board of Education approves an amendment to the contract without competitive bidding because there is no advantage to competitive bidding due to Contractor being the only company that has the ability to maintain the fire alarm systems since they are manufactured by the Contractor and the original installation contract does not permit any other entity to perform the Work;

WHEREAS, the Work must be provided by the Contractor to ensure continuity of quality and appearance of the work since Contractor has the sole expertise to perform the Work, and Contractor is familiar with the District's needs and is acquainted with the District's sites;

WHEREAS, California law provides that "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

WHEREAS, competitively bidding the Work would not affect the final result to the District except to further increase the cost of the Work and delay completion of the Work, and it would not produce an advantage to the District because only Contractor can perform the Work;

NOW THEREFORE, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.

2. For the reasons stated above, a competitive public bidding process for the Work would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public, on each of the following sufficient and independent grounds.

3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Work.

4. Accordingly, District's Board of Education hereby approves an amendment to the contract with Contractor to perform the Work, which amendment is attached hereto as Exhibit "1," without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the Board of Education of the Oakland Unified School District at a regularly scheduled meeting on the 28th day of June, 2023 by the following vote:

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, VanCedric Williams, Valarie Bachelor, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAIN: None

ABSENT: (Vacancy), Natalie Gallegos Chavez (Student Director), Linh Le (Student Director)



Mike Hutchinson
President, Board of Education

Attest:



Kyla Johnson Trammell,
Secretary& Superintendent, Board of Education

Exhibit "1"

Oakland Unified School District

Oakland Unified School District Locations

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Acorn Woodland - Encompass Academy	1025 81st Ave	Test & Inspect ONLY	X	X	NA	NA	X	NA
Adventure Time CDC	25 S Hill Ct	Test & Inspect ONLY	X	X	NA	X	NA	NA
Allendale School	3670 Penniman Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Arroyo Viejo CDC	1895 78th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Art's Far West – Oakland Tech Upper Campus	5263 Broadway Terrace	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Ascend K-8 School	3709 E. 12th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista CDC	2410 10th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista E S	1025 E.28th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bret Harte MS	3700 Coolidge Dr	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bridges Academy Melrose	1325 53rd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Brookfield E S-Cdc	401 Jones Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Burckhalter Elementary School	3994 Burckhalter Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Carl B. Munck ES	11900 Campus Dr	Test & Inspect ONLY	X	X	X	NA	NA	NA
Castlemont High School	8601 MacArthur Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Centro Infantil CDC	2660 E 16th St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Chabot Elementary School	6686 Chabot Rd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Claremont JHS	5750 College Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Cleveland Elementary School	745 Cleveland St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community Day School	4917 Mountain Blvd	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Community School for Creative Education	2111 International Blvd	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Cox Academy - Ed for Change	9860 Sunnyside St	Test & Inspect ONLY	X	X	NA	X	X	NA
Crocker Highland School	525 Midcrest Rd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Dewey High School	1111 2nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
East Oakland Pride Webster	8000 Birch St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Eastbay Innovation	3400 Malcom Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Edna Brewer E S	3748 13th Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Elmhurst Ms Alliance Academy	1800 98th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Emerson E S - Cdc	4803 Lawton Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Esperanza Stonehurst Es Fred T. Korematsu	10315 E St	Test & Inspect ONLY	NA	X	X	X	X	NA
Franklin E S	915 Foothill Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Fremont HS	4610 Foothill Blvd	Test & Inspect ONLY	X	X	NA	NA	NA	NA

Oakland Unified School District

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Frick Junior High School	2845 64th St	Test & Inspect ONLY	X	NA	X	NA	NA	NA
Fruitvale E S	3200 Boston Ave	Test & Inspect ONLY	X	X	X	X	NA	NA
Garfield E S	1640 22nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Glenview ES	4215 La Cresta Ave	Test & Inspect ONLY	X	X	X	NA	X	X
Global Family Jefferson Es	2035 40th Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Golden Gate Cdc	6232 Herzog St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Grass Valley Elementary School	4720 Dunkirk Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Greenleaf Elementary School	6328 E 17th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Harriet Tubman	800 33rd St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Highland Academy Rise	8521 A St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Highland CDC	1322 86th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillcrest Elementary School	30 Marguerite Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillside Academy	2369 84th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Hintel Ku Ca Cdc	11850 Campus Dr	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Hoover Elementary School	890 Brockhurst St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Horace Mann ES	5222 Ygnacio Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Howard Es	8755 Fontain St	Test & Inspect ONLY	X	X	X	X	NA	NA
Jefferson CDC	1975 40th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Joaquin Miller ES	5525 Ascot Dr	Test & Inspect ONLY	NA	X	NA	X	NA	NA
King Estates Jr High	8251 Fontaine St	Test & Inspect ONLY	X	X	X	X	NA	NA
La Escuelita Es	1050 2nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lakeview Es-Cdc	746 Grand Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Laurel Es	3750 Brown Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Laurel CDC	3825 California St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Lincoln Elementary School	225 11th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Lockwood CDC	1125 69th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Luther Burbank Preschool	3550 64th Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Madison Middle School	400 Capistrano Dr	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Manzanita CDC	2618 Grande Vista Ave	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Manzanita Es	2409 E 27th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Markham Elementary School	7220 Krause Ave	Test & Inspect ONLY	NA	X	X	X	NA	NA

Oakland Unified School District

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Martin Luther King ES/CDC	960 10th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
McClymonds High School	2607 Myrtle St	Test & Inspect ONLY	X	X	X	X	NA	NA
Melrose Leadership	4730 Fleming Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Melrose Leadership Academy @ Sherman	5328 Brann Street	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Montclair E S	1757 Mountain Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Montero Middle School	5555 Ascot Dr	Test & Inspect ONLY	X	X	NA	NA	X	NA
Oakland High School	1023 MacArthur Blvd	Test & Inspect ONLY	X	X	X	NA	NA	NA
Oakland International High School Carter	4521 Webster St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland SOL Unity Middle School	1180 70th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Oakland Tech H S	4351 Broadway	Test & Inspect ONLY	X	X	X	X	NA	NA
Oakland U S D -Warehouse	900 High Street	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Ousd Police Services-Cole E S	1011 Union St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Parker Es-Cdc	7929 Ney Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Peralta E S Ousd	460 63rd St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Piedmont CDC	86 Echo Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Piedmont Es	4314 Piedmont Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Place At Prescott	920 Campbell St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Ralph Bunche Academy	1240 18th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Redwood Heights E S	4401 39th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roosevelt MS	1926 19th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roots International Havenscourt	1390 66th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Sankofa Elementary School	581 61 St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Santa Fe Elementary School	915 54th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Sequoia School	3730 Lincoln Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Shands Annex	1710 45th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Skyline H S	12250 Skyline Blvd	Test & Inspect ONLY	NA	X	X	NA	X	NA
Sobrante Park E S	470 El Paseo Dr	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Stonehurst CDC	901 105th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Street Academy	417 29th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
The Center Commissary	2850 West Street	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Think College Now Cesar Chavez	2825 International Blvd	Test & Inspect ONLY	X	X	NA	NA	X	NA
Thornhill Elementary School	5880 Thornhill Dr	Test & Inspect ONLY	X	NA	NA	NA	NA	NA

Oakland Unified School District

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
United for Success Calvin Simmons	2101 35th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Urban Promise Academy	3031 18th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Washington CDC	6097 Racine St	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Webster Child Development Ctr	7980 Plymouth St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
West Oakalnd @ Lowell	991 14th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Westlake Middle School	2629 Harrison St	Test & Inspect ONLY	X	X	NA	NA	X	NA
Yuk Yau Cdc	291 10th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Montessori Charter	4551 Steele St	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
OUSD B & G	955 High St	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Shands Adult	2455 Church Street	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Administration Building Annex	1025 2nd Ave	SITE EXCLUDED	NA	NA	NA	NA	NA	NA

Oakland Unified School District

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	**Equipment Inventory**
Fire Alarm Testing	102 school sites
Emergency & Exit Lights	3849 units
Sprinkler Wet	157 wet systems
Dry Sprinkler & Preaction	2 systems
Standpipe & Fire Hoses	23 systems / 144 units
Fire Pump	1
Fire Hydrants	22 units
5 Year inspections due	51 Sites

Summary of Proposal

Scope Service	Annual Cost	
Fire Alarm Test & Inspect ONLY	Annual	$863,300.00
Emergency & Exit Lights	Annual	$110,070.00
Sprinkler	Annual	$111,790.00
Dry Sprinkler & Preaction	Annual	$2,920.00
Standpipe & Fire Hoses	Annual	$28,500.00
Fire Pump	Monthly & Annual	$6,550.00
Fire Hydrants	Annual	$8,675.00
5 Year Inspections	Only those due	$199,100.00
Total Proposal		**$1,330,905.00**

Labor Rates

Labor Rates	Price
Clocks / Fire Alarm / Paging / Security Systems Service /Repair	$216.00 per hour
Fire Sprinkler Service / Repair	$245.00 per hour
Inside Wireman Electrical Repair Work	$245.00 per hour
Johnson Controls Materials Price	List Price -20%
Materials Price from Third Part	Cost +15%
Equipment Rental	Cost +15%

Oakland Unified School District

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2023 – June 31, 2024.

Price: 2023 / 2024 Annual Test & Inspection: **$1,330,905.00**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement excludes service calls and labor. The agreement is only for testing and inspection. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **$332,726.25** per quarter.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____
Print Name: Marc White
Title: 4/24/23

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____
Print Name: _____
Title: _____
License Number (if applicable): _____

EXHIBIT "B"
RATES FOR PAYMENT

A. Required Work: Lump sum of $1,330,905.00 for the term of the Amendment ($110,908.75/month).

B. Potential Work: Payments for Potential Work based on the following pricing shall not exceed additional amount of $332,726.25.

1. Specific Items of Potential Work:
   a. For Clocks / Fire Alarm / Paging / Security Systems Service /Repair, $216.00 per hour.

   b. For Fire Sprinkler Service / Repair, $ 245.00 per hour.

   c. For Inside Wireman Electrical Repair Work, $ 245.00 per hour.

2. Other:

   a. General Potential Work Repairs Other Than Above: $ 216.00 per hour.
   b. Special Markup for Materials Price: List Price -20_%.
   c. Special Markup – Subcontractor: Cost + 15%
   d. Special Markup - Equipment Rental: Cost + 15%

Amendment to Project No: PR70008

Fire and Life Safety System Testing Inspections Service Maintenance

THIS AMENDMENT TO SCOPE OF WORK (the "Amendment"), entered into this 1ST day of July, 2023, by and between JOHNSON CONTROLS FIRE PROTECTION LP ("Company"), and Oakland Unified School District ("Customer") to amend the contract number 22-0440 between Company and Customer dated June 1, 2022 (the "Agreement").

This Amendment extends the contracted services from July 1, 2023, to June 30, 2024, for an additional one year period.

The fire and life safety system testing and inspection maintenance services and pricing as described in the updated Exhibit "A" attached hereto and incorporated herein.

Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____

Print Name: Maxwell

Title: Director BGE

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____

Print Name: _____

Title: _____

Oakland Unified School District

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2023 – June 31, 2024.

Price: 2023 / 2024 Annual Test & Inspection: **$1,330,905.00**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement excludes service calls and labor. The agreement is only for testing and inspection. The service agreement will be billed 1/4 of the annual contract value per quarter. This is a total of **$332,726.25** per quarter.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____
Print Name: Marc White
Title: Director B&G

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____
Print Name: _____
Title: _____
License Number (if applicable): _____

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire & Life Safety System Testing & Inspection	Site	988

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

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? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	70008						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	5-11-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	6-30-2024

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$ 1,663,631.25
Other Expenses (Potential Work)	$	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
8150	010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-9999	8150	$1,663,631.25

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
	Director, Buildings & Grounds Department			
	Signature	Date Approved	6/13/23	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form	Date Approved	6/12/23	
3.	**Chief Business Officer, Facilities Planning and Management**			
	Signature	Date Approved	6/15/23	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT

Board Office Use: **Legislative File Info.**	
File ID Number	22-0440
Introduction Date	5-25-2022
Enactment Number	22-0790
Enactment Date	5/25/2022 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo (Non-Bidding)

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marc White, Director, Buildings & Grounds Department

Board Meeting Date May 25, 2022

Subject Agreement for Maintenance – Johnson Controls Fire and Protection, LP – Fire and Life Safety System Testing & Inspection Services Maintenance Project – Buildings and Grounds Department

Action Requested Adoption by the Board of Education of Resolution No. 2122-0213 to the Agreement for Maintenance by and Between the **District** and **Johnson Controls Fire and Protection, LP**, Livermore, California, for the latter to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the **Fire & Life Safety Testing & Inspection Service Maintenance Project,** in the not-to-exceed amount of **$1,114,200.00**, with the contract term commencing on **July 1, 2022**, and ending of **June 30, 2023**, pursuant the Agreement.

Discussion Competitive bidding is not required because there is no advantage to competitive bidding due to Johnson Controls being the only company that can test and inspect the alarm systems manufactured by Johnson Controls. *(Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631,635-637.)

LBP (Local Business Participation Percentage) 0.00%

Recommendation Adoption by the Board of Education of Resolution No. 2122-0213 to the Agreement for Maintenance by and Between the **District** and **Johnson Controls Fire and Protection, LP**, Livermore, California, for the latter to provide testing, inspections and repairs for the Johnson Controls fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems for the **Fire & Life Safety Testing & Inspection Service Maintenance Project**, in the not-to-exceed amount of **$1,114,200.00**, with the contract term commencing on **July 1, 2022**, and ending of June 30, 2023, pursuant the Agreement.

Fiscal Impact Fund 010 Routine Repair Maintenance Account

Attachments

- Agreement
- Proposal
- Insurance Certificate

BEFORE THE BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2122-0213

RESOLUTION OF THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED SCHOOL DISTRICT DECLARING THE FUTILITY OF PUBLIC BIDDING FOR THE FIRE AND LIFE SAFETY SYSTEM TESTING & INSPECTION MAINTENANCE WORK AT MULTIPLE SITES AND APPROVING A CONTRACT FOR THAT WORK

WHEREAS, the Oakland Unified School District ("District") would like to award a contract to Johnson Controls Fire Protection, LP ("Contractor") for maintaining Contractor's fire equipment, which includes testing, inspection, and potential repairs of the fire alarm, fire sprinkler, fire standpipe, fire hoses, fire hydrants, fire pump, emergency lights, and exit lights at multiple school sites ("Work");

WHEREAS, Contractor has provided a quote for the Work and is able to complete the Work for One Million, One Hundred Fourteen Thousand, Two Hundred and NO/100 Dollars ($1,114,200.00);

WHEREAS, the District's Deputy Chief of Facilities Planning and Management and District staff believe that the Contractor's quoted price to perform the Work is reasonable;

WHEREAS, competitive bidding is not required because there is no advantage to competitive bidding due to Contractor being the only company that has the ability to maintain the fire alarm systems since they are manufactured by the Contractor and the original installation contract does not permit any other entity to perform the Work;

WHEREAS, the Work must be provided by the Contractor to ensure continuity of quality and appearance of the work since Contractor has the sole expertise to perform the Work, and Contractor is familiar with the District's needs and is acquainted with the District's sites;

WHEREAS, California law provides that "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685, 694), and that public entities need not comply with competitive bidding processes where to do so would be impractical or futile and would not serve the purposes of competitive bidding (*Los Angeles Dredging Company v. City of Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631; and *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331);

WHEREAS, competitively bidding the Work would not affect the final result to the District except to further increase the cost of the Work and delay completion of the Work, and it would not produce an advantage to the District because only Contractor can perform the Work;

NOW THEREFORE, the Board of Education of the Oakland Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.

2. For the reasons stated above, a competitive public bidding process for the Work would be unavailing, would not produce an advantage to the public or the District, and would not serve the goals of the competitive bid process in that it would not obtain the best economic result for the public, on each of the following sufficient and independent grounds.

3. Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Work.

4. Accordingly, District's Board of Education hereby awards a contract to Contractor to perform the Work, which contract is attached hereto as Exhibit "1," without further advertising for or inviting of bids.

The foregoing Resolution was adopted by the Board of Education of the Oakland Unified School District at a regularly scheduled meeting on the 11th day of May 2022, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, VanCedric Williams, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Gary Yee

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Mike Hutchinson, Samantha Pal (Student Director), Natalie Gallegos Chavez (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true, and correct copy of a Resolution passed at a Special Meeting of the Board of Education of the Oakland Unified School District held on May 11, 2022.

Board Office Use: **Legislative File Info.**	
File ID Number	22-0440
Introduction Date	5/25/2022
Enactment Number	22-0790
Enactment Date	5/25/2022 er

OAKLAND UNIFIED SCHOOL DISTRICT

Gary Yee, President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Exhibit "1"

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

Legislative File ID No. **22-0440**

Department: **Buildings & Grounds Department**

Vendor Name: **Johnson Controls Fire Protection, LP**

Project Name: **Fire & Life Safety System Testing Inspection Service Maintenance** **Project No.:** **PR70008**

Contract Term: Intended Start: **07-01-2022** Intended End: **June 30, 2023**

Total Cost Over Contract Term: **$1,114,200.00**

Approved by: **Marc White**

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

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Johnson Controls Fire Protection, LP, was selected by the District since it is the only company that can test, inspect or repair the alarm systems.

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

Johnson Controls Fire Protection, LP, will provide testing, inspections, and/or repairs of the Johnson Controls' fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, fire pump, and fire hydrant systems for a total of 104 sites that will be tested/inspected each month for a total of twelve months for the District.

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

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $99,100 or less (as of 1/1/22)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $99,100 (as of 1/1/22)

☒ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

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

- Contractor is the only company qualified to test, inspect, and maintain the District's alarm systems, which were manufactured by the Contractor.

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT is made and entered into this 1st day of July, 2022, ("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 and Life Safety System Testing & Inspection Maintenance Services, as described in more detail in Exhibit "A" attached hereto and incorporated herein.**

    The Contractor is required to possess the following State of California Contractor Licenses, to be active and good standing throughout the term of the Contract:

    - **C10 - Electrical**

    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.

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.

    The total amount to be paid for the items of Required Work listed in the Contract, including ***Exhibit A***, shall be a lump sum of $964,200.00, with $80,350.00 to be paid each month (see ***Exhibit B***).

    The amount to be paid for the items of Potential Work specified in **Exhibit A** shall be the unit prices, hourly rates, equipment rates, and material markups specified in **Exhibit B**. Any general potential Work other than the specific items listed in Exhibit A shall be paid based on the listed rates in Exhibit B. The total amount to be paid for all Potential Work under this Agreement shall not exceed $150,000.00.

    Total payment under this Agreement shall not exceed $1,114,200.00.

3. **Site.** Contractor shall perform the Work at the District's facilities ("Premises" or "Site(s)") as follows:

    - **Johnson Controls Fire Protection, LP to provide fire and life safety system testing & inspection services, which includes testing and inspections of the fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, fire pump, and fire hydrant systems for one hundred four school sites District-wide.**

    The Project is the scope of Work performed at the Site(s).

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 July 1, 2022, to June 30, 2023 ("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; $2,000,000 aggregate
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. 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. 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 / 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"):

__X__ Agreement
__X__ Terms and Conditions to Contract
__X__ Debarment and Suspension Certification
__X__ Sufficient Funds Declaration
__X__ Iran Contracting Act Certification (if required by law)
__X__ Drug-Free Workplace Certificate
__X__ Tobacco-Free Environment Certification
__X__ Fingerprinting Notice and
__X__ Asbestos & Other Hazardous Materials Certification
__X__ Lead-Based Materials Certification
__X__ Imported Materials Certification
_____ Buy American Certification
__X__ Insurance Certificates and Endorsements
_____ Local Business Participation Form
__X__ Exhibit "A" ("Scope of Work")
__X__ Exhibit "B" ("Rates for Payment")
____ Other: _____

Acknowledgement, and Student
Contact Form

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:

DISTRICT:
Oakland Unified School District

5-26-2022
Gary Yee, President Date
Board of Education

5-26-2022
Kyla Johnson-Trammell, Superintendent and Date
Secretary, Board of Education

4/26/2022
Marc White, Director, Date
Buildings & Grounds Department

CONSULTANT:
JOHNSON CONTROLS FIRE PROTECTION, LP

Dated: April 22, 20 22

Signature: _____

Print Name: Willard McCune

Print Title: Fire Service Manager

Approved as to form:

4/25/22
OUSD Facilities Legal Counsel Date

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
_X_ 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. Contractor must execute the Lead-Based Materials Certification, if applicable.

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.

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 / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, 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, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract except to the extent that the claims are caused by the negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

23. **PAYMENT:** For Required Work (see ***Exhibit A***), Contractor will be paid the lump sum price stated in ***Exhibit B***. For 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 Work performed during the previous calendar month, and the amount requested to be paid shall be calculated as described above. 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. The District shall pay any undisputed amounts within 30 days of submittal of the application for payment.

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:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product, or Services performed against defective workmanship, defects, or failures of materials for a minimum 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.

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 public work projects of more than one thousand dollars ($1,000), 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:** 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. [Not Used]

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

EXHIBIT "A"

SCOPE OF SERVICES

Fire and Life Safety System Testing and Inspection Maintenance Services

Generally, maintenance may not include repair work involving any facility, but may include repairs on fixtures. 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 actual scope of this agreement may consist of "Required Work" and "Potential Work." "Required Work" is maintenance services that must be performed by Contractor during the term of the contract, such as periodic preventive maintenance. "Potential Work" is maintenance services that are 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:

- Scope of the Required Work includes, but is not limited to, testing and inspecting Johnson Controls' fire alarm system, emergency & exit lights, sprinklers, standpipes, fire hoses, fire hydrants and fire pumps at all 104 school sites. Each month Johnson Controls will complete Required Work at at least 1 school site. See proposal attached as Exhibit C for details of the scope and schedule of the Required Work. The final monthly payment for Required Work will not be made until the Required Work has been fully performed at all 104 sites. If the Required Work for all 104 sites is not fully complete within the one-year

term of the contract, Johnson Controls shall continue to perform the Required Work beyond the one-year term until it is fully complete.

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

- This project will anticipate Johnson Control to provide repairs and parts as needed.

Maintenance service specifications and frequencies shall include, but are not limited to:

- A minimum of one (1) school site shall have equipment tested, inspected and/or repaired per month.

EXHIBIT "B"
RATES FOR PAYMENT

A. Required Work: Lump sum of $964,200.00 for the term of the Contract ($80,350.00/month).

B. Potential Work: Payments for Potential Work based on the following pricing shall not exceed a total of $150,000.00.

1. Specific Items of Potential Work:
   a. For Clocks / Fire Alarm / Paging / Security Systems Service /Repair, $198.00 per hour.

   b. For Fire Sprinkler Service / Repair, $ 223.00 per hour.

   c. For Inside Wireman Electrical Repair Work, $ 225.00 per hour.

2. Other:

   a. General Potential Work Repairs Other Than Above: $ 2 5 0 . 0 0 per hour.
   b. Special Rate for Equipment /Tools (Groove/Thread Machines, Cut-Off Saw, Roto-Hammer, Jack-Jammer, Trench Pump): $65.00 per hour.
   c. Special Discount for Johnson Controls' Materials Price: List Price - 20 %.
   d. Special Markup – for Materials Price from Third Party: Cost + 15%
   e. Special Markup - Equipment Rental: Cost + 15%

Johnson Controls
INGENUITY WELCOME

EXHIBIT C

Fire and Life Safety System Testing and Inspection Service Proposal **January 26, 2022**

By and Between Johnson Controls Fire Protection LP and
Oakland Unified School District

Johnson Controls Fire Protection LP.
6952 Preston Ave
Livermore, CA 94551

The scope of this proposal is for "Required Work" and the inspections and tasks will be performed regularly on the frequency listed below.

Johnson Controls Fire Protection LP aka Tyco / SimplexGrinnell is pleased to have the opportunity to further enhance our longstanding partnership with Oakland Unified School District. We truly value the relationship that we have built over the years and appreciate that Johnson Controls Fire Protection is a valued service provider for the district. We have been supporting and providing service to the Oakland Unified School District campuses for over 30 years as Johnson Controls Fire Protection and Tyco / SimplexGrinnell prior to our merger in 2017.

The proposal outlined below includes a detailed scope to assist with keeping the OUSD staff, students and community of Oakland safe while at the Oakland Unified School District schools and offices. Your health and safety is a top priority to the Johnson Controls Fire Protection team. The scope includes testing and inspections for the fire alarm system, emergency and exit lights, fire sprinkler, standpipe, fire hose, and fire hydrant systems.

Service labor and parts will b paid as Potential Work under the agreement. The proposal scope for these non-Simplex systems is for testing and inspections only Required Work. Service repair and parts replacement (as available) can be provided as Potential Work at the applicable OUSD service rates.

Scope of Required Work

Fire Alarm Test & Inspect ONLY:

- Testing and Inspection scope includes Annual test of all peripheral devices per NFPA 72.
  - Semi-Annual Battery, Water Flow, & Tamper Switch testing per NFPA 72.
- Service and Parts Coverage are excluded

Emergency & Exit Lights:

- Testing and Inspection scope includes annual inspection including a 90 minute load test
- Service and Parts Coverage are excluded

Sprinkler, Standpipe, Fire Hoses, Fire Hydrants:

- Annual Fire Sprinkler / Standpipe system visual inspection and main drain test NFPA 25 California Edition 2013. In accordane with CSFM Title 19 requirements.
  - *Quarterly Visual Inspections are excluded per OUSD request.*
- Annual Fire Hydrant service include an annual flow test per NFPA 25 California Edition 2013
- 5 Year Inspections are excluded from base scope, and will be quoted as needed.
- Service and Parts Coverage are excluded

Fire Pump:

- Fire Pump – annual inspection per NFPA 25 California Edition 2013
- Monthly fire pump runs per NFPA 25 California Edition 2013

Oakland Unified School District

Oakland Unified School District Locations

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Acorn Woodland	1025 81st Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Allendale Elementary	3670 Penniman Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Art's Far West – Oakland Tech Upper Campus	5263 Broadway Terrace	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Ascend K-8 School	3709 E. 12th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Bella Vista Elementary School	1025 E.28th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bret Harte MS	3700 Coolidge Dr	Test & Inspect ONLY	X	X	NA	X	NA	NA
Bridges Academy @ Melrose ES	1325 53rd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Brookfield Elementary School	401 Jones Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Burckhalter ES	3994 Burckhalter Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Castlemont HS	8601 MacArthur Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Chabot ES	6686 Chabot Rd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Cleveland Elementary School	745 Cleveland St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Roots International @ Havenscourt MS	1390 66th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Crocker Highlands Elementary School	525 Midcrest Rd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Santa Fe	915 54th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Emerson Elementary/Child Development	4803 Lawton Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Cox EX @ Education for Change	9860 Sunnyside St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Elmhurst MS @Alliance Academy	1800 98th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Greenleaf ES	6328 E 17th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Fremont HS	4610 Foothill Blvd	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Frick Junior High School	2845 64th St	Test & Inspect ONLY	X	NA	X	NA	NA	NA
Global Family @ Jefferson ES	2035 40th Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Hillcrest Elementary School	30 Marguerite Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hoover ES	890 Brockhurst St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Horace Mann ES	5222 Ygnacio Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Howard Elementary School	8755 Fontain St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Think College Now	2825 International Blvd	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lakeview ES	746 Grand Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Laurel Elementary School	3750 Brown Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
La Escuelita Educational Complex	1050 2nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Madison Middle School	400 Capistrano Dr	Test & Inspect ONLY	X	X	NA	X	NA	NA
Lincoln Elementary School	225 11th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Manzanita Elementary School	2409 E 27th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Markham ES	7220 Krause Ave	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
McClymonds High School	2607 Myrtle St	Test & Inspect ONLY	X	X	X	X	NA	NA
Martin Luther King ES/CDC	960 10th St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Montclair Elementary School	1757 Mountain Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
New Highland Academy @ Rise	8521 A St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Montero Middle School	5555 Ascot Dr	Test & Inspect ONLY	X	X	NA	NA	X	NA
Oakland International HS @ Charter ES	4521 Webster St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Oakland High School	1023 MacArthur Blvd	Test & Inspect ONLY	X	X	X	NA	NA	NA

Parker Elementary School	7929 Ney Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA

Oakland Unified School District Locations

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Oakland Tech High School	4351 Broadway	Test & Inspect ONLY	X	X	X	X	NA	NA
Piedmont Elementary School	4314 Piedmont Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
PLACE@Prescott Elementary	920 Campbell St	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Ralph J.Bunche Academy	1240 18th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Redwood Heights Elementary	4401 39th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Roosevelt MS	1926 19th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Sankofa	581 61 St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Skyline High School	12250 Skyline Blvd	Test & Inspect ONLY	NA	X	X	NA	NA	NA
Sobrante Park Elementary School	470 El Paseo Dr	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Stonehurst CDC	901 105th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Thornhill Elementary School	5880 Thornhill Dr	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
United for Success-Charter @ Calvin Simmons	2101 35th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Urban Promise Academy	3031 18th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
West Oakalnd MS	991 14th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Westlake Middle School	2629 Harrison St	Test & Inspect ONLY	X	X	NA	X	X	NA
Bay Tech High-Charter Sojourner Truth @King Estates Junior High	8251 Fontaine St	Test & Inspect ONLY	X	X	X	NA	NA	NA
Burbank PreSchool	3550 64th Ave	Test & Inspect ONLY	NA	NA	NA	X	NA	NA
Centro Infantil CDC	2660 E 16th St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Edna Brewer MS	3748 13th Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Esparanza @ Stonehurst ES/Fred T. Korematsu	10315 E St	Test & Inspect ONLY	NA	X	NA	X	NA	NA
Eastbay Innovation	3400 Malcom Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Arroyo Viejo CDC	1895 78th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Bella Vista CDC	2410 10th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Carl B. Munck ES	11900 Campus Dr	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Claremont JHS	5750 College Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Cole ES	1011 Union St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Community Day School	4917 Mountain Blvd	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Dewey Academy	1111 2nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
East Oakland Pride@Webster Academy	8000 Birch St	Test & Inspect ONLY	X	X	NA	X	NA	NA
Community School for Creative Education	2111 International Blvd	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Franklin Elementary School	915 Foothill Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Garfield Elementary School	1640 22nd Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Golden Gate CDC/Yu Ming	6232 Herzog St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Grass Valley Elementary School	4720 Dunkirk Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Harriet Tubman School	800 33rd St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Highland CDC	1322 86th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA

Oakland Unified School District

Oakland Unified School District Locations

Site Name	Site Address	Fire Alarm	Emergency & Exit Lights	Sprinkler	Standpipe	Fire Hoses	Hydrant	Fire Pump
Hintel KUU CA CDC	11850 Campus Dr	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Jefferson CDC	1975 40th Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Lockwood CDC	1125 69th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Lockwood Elementary/Futures-Charter Community United	6701 International Blvd	Test & Inspect ONLY	X	X	NA	X	NA	NA
Melrose Leadership	4730 Fleming Ave	Test & Inspect ONLY	X	X	NA	X	NA	NA
Oakland SOL Unity Middle School	1180 70th Ave	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Piedmont CDC	86 Echo Ave	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Hillside Academy	2369 84th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Sequoia Elementary School	3730 Lincoln Ave	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Street Academy	417 29th St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Washington CDC	6097 Racine St	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
Webster CDC	7980 Plymouth St	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Yuk Yau CDC	291 10th St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Laurel CDC	3825 California St	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Manzanita CDC	2618 Grande Vista Ave	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Peralta ES/Peralta CDC	460 63rd St	Test & Inspect ONLY	X	NA	NA	NA	NA	NA
Joaquin Miller ES	5525 Ascot Dr	Test & Inspect ONLY	NA	X	NA	X	NA	NA
OUSD Warehouse	900 High Street	Test & Inspect ONLY	NA	X	NA	NA	NA	NA
Fruitvale ES/CDC	3200 Boston Ave	Test & Inspect ONLY	X	X	X	X	NA	NA
Glenview ES	4215 La Cresta Ave	Test & Inspect ONLY	X	X	X	NA	NA	X
The Center Commissary	2850 West Street	Test & Inspect ONLY	X	X	NA	NA	NA	NA
Melrose Leadership Academy @ Sherman	5328 Brann Street	Test & Inspect ONLY	X	NA	NA	X	NA	NA
Adventure Time CDC	25 S Hill Ct	Test & Inspect ONLY	X	X	NA	X	NA	NA
Shands Annex	1710 45th Ave	Test & Inspect ONLY	NA	NA	NA	NA	NA	NA
OUSD B & G	955 High St	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Shands Adult	2455 Church Street	SITE EXCLUDED	NA	NA	NA	NA	NA	NA
Administration Building Annex	1025 2nd Ave	SITE EXCLUDED	NA	NA	NA	NA	NA	NA

Oakland Unified School District

Summary of Equipment at Oakland Unified School District Locations

Total Quantity included in Proposal	
Scope Service	**Equipment Inventory**
Fire Alarm Service, Parts, Testing	104 school sites
Emergency & Exit Lights	1024 units
Sprinkler	141 systems
Standpipe & Fire Hoses	21 systems / 148 units
Fire Pump	1
Fire Hydrants	2 units

Summary of Proposal for Regular Work

Scope Service	Annual Cost	
Fire Alarm Test & Inspect ONLY	Annual	$658,900.00
Fire Alarm Semi-Annual WF/VT/Battery Testing	Annual	$139,960.00
Emergency & Exit Lights	Annual	$27,130.00
Sprinkler	Annual	$103,840.00
Standpipe & Fire Hoses	Annual	$26,800.00
Fire Pump	Monthly & Annual	$6,150.00
Fire Hydrants	Annual	$1,420.00
Total Proposal		**$964,200.00**

Oakland Unified School District

Service Agreement Terms

Johnson Controls Fire Protection will provide the services outlined in this Agreement from:
July 1, 2022 – June 31, 2023.

Price: 2022 / 2023 Annual Test & Inspection: **$964,200.00**

NOTE: Applicable Sales Tax is included in the price of the agreement.

Billing Terms

Billing Format: The service agreement will be billed 1/12 of the annual contract value per month. This is a total of **$80,350.00** per month.

Customer Acceptance

CUSTOMER
Oakland Unified School District
Buildings and Grounds
955 High Street
Oakland, CA 94601

By: _____

Print Name: _____

Title: _____

Johnson Controls Fire Protection LP.
6952 Preston Ave,
Livermore, CA 94551

By: _____

Print Name: _____

Title: _____

License Number (if applicable): _____

SCHEDULE Z

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Johnson Controls Fire Protection LP	
Company Name	Signature of Authorized Representative
6952 Preston Ave, Suite A, Livermore, CA	Willard McCune
Address	Type or Print Name
925 273-0100	April 22, 2022
Area Code Phone	Date Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

SUFFICIENT FUNDS DECLARATION
(Labor Code section 2810)

Owner: Oakland Unified School District
Contract: Fire and Life Safety System Testing & Inspection Maintenance Services

I, Willard McMcune, declare that I am the Fire Service 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 April 22 2022, at Livermore *[city]*, CA *[state]*.

Date: April 22,2022

Signature
Print Name: Willard McCune
Print Title: Fire Service Manager

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT

FOR SERVICE CONTRACTS

(Education Code Section 45125.1)

Business entities entering into contracts with the Owner for school and classroom janitorial services, schoolsite administrative services, schoolsite grounds and landscape maintenance services, pupil transportation services, or schoolsite food-related services 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 to you, the bidding contractor, simply to assist such entities with compliance with the law.

1. The Owner has determined that your employee(s), or you as a sole proprietorship, will have more than limited contact with students, therefore the Owner requires that you must submit your, and your employees', fingerprints pursuant to Education Code §45125.1(a).

2. You shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code §§45122.1 and 45125.1(f).

3. You shall certify in writing to the Owner that neither the employer or any of its employees who are required to submit fingerprints have been convicted of a felony as defined in Education Code §§ 45122.1 and 45125.1(f).

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. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

I have read the foregoing and agree to comply with the requirements of Education Code §45125.1 as applicable.

Dated: April 22,2022

Signature

Name: Willard McCune

Title: Fire Service 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.

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous," shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: April 22,2022

Proper Name of Contractor: Johnson Controls Fire Protection LP

Signature: 

Print Name: Willard McCune

Title: Fire Service Manager

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

Fire and Life Safety System Testing & Inspection Maintenance Services

PROJECT/CONTRACT NO. _____ between Oakland Unified School District ("District") and Johnson Controls Fire Protection LP ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead

contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. <u>Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act</u>

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations

governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: April 22, 2022
Proper Name of Contractor: Johnson Controls Fire Protection LP
Signature: _____
Print Name: Willard McCune
Title: Fire Service Manager

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Johnson Controls Fire Protection LP	
Name of Contractor	Signature
Willard McCune	April 22, 2022
Print Name	Date

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Fire and Life Safety System Testing & Inspection Maintenance Services between Oakland Unified School District (the "District" or the "Owner") and Johnson Controls Fire Protection LP (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: April 22, 2022

Proper Name of Contractor: Johnson Controls Fire Protection LP

Signature: 

Print Name: Willard McCune

Title: Fire Service Manager

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Oakland Unified School District (the "District" or the "Owner") and Johnson Controls Fire Protection LP (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This form shall be executed by Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site(s). All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:	□ Delivery Firm/Transporter	□ Supplier	□ Manufacturer
	□ Wholesaler	□ Broker	□ Retailer
	□ Distributor	□ Other _____	

Type of Entity:	□ Corporation	□ General Partnership
	x Limited Partnership	□ Limited Liability Company
	□ Sole Proprietorship	□ Other _____

Name of firm ("Firm"): Johnson Controls Fire Protection LP

Mailing address: 6952 Preston Ave, Suite A, Livermore, CA 94551

Addresses of branch office used for this Project: 6952 Preston Ave, Suite A, Livermore, CA 94551

If subsidiary, name and address of parent company: Johnson Controls Interntional PLC

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site(s) are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: April 22, 2022 Name of Contractor Johnson Controls Fire Protection LP

Signature: _____ Print Name: Willard McCune

Title: Fire Service Manager

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2021

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

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

PRODUCER Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-21-22*	**CONTACT NAME:** Chad Mannella **PHONE (A/C, No, Ext):** (866) 966-4664 **FAX (A/C, No):** **E-MAIL ADDRESS:** JCI.certrequest@marsh.com
INSURED Johnson Controls US Holdings, LLC 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** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-008912100-09 **REVISION NUMBER:** 9

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			MWZY 313947-21	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 50,000
	X XCU Included						PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INC IN GEN AGG
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			MWTB 313946-21 (Excludes New Hamp)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,500,000
A	X ANY AUTO			MWTB 313949-21 (Primary NH $250k)	10/01/2021	10/01/2022	BODILY INJURY (Per person)	$
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			MWZX 313950 (Excess NH $2.25mm)	10/01/2021	10/01/2022	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form			PROPERTY DAMAGE (Per accident)	$
				to Primary NH Auto				$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			MWC 313943-21 (AOS - see page 2)	10/01/2021	10/01/2022	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		MWXS 313944-21 (OH & WA)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

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.

CERTIFICATE HOLDER

Oakland Unified School District
955 High Street
Facilities Planning and Management
955 High Street
Oakland, CA 94601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue 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.

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

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 21	Policy Period 10/01/21 - 10/01/22	Effective Date of Endorsement 10/01/21
Issued By			

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 Johnson Controls US Holdings LLC			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 21	Policy Period 10/01/21 - 10/01/22	Effective Date of Endorsement 10/01/21
Issued By			

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".

GL 289 002 1012

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Fire & Life Safety System Testing & Inspection	Site	00988

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

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? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No						
OUSD Project #								

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	07-01-2022	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2023
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$	If New Contract, Total Contract Price (Not To Exceed)	$1,114,200.00
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses (Potential Work)	$	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
8150	010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-9999	8150	$1,114,200.00

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.

1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Director, Buildings & Grounds Department				
	Signature		Date Approved	4/25/22	
2.	General Counsel, Department of Facilities Planning and Management				
	Signature Lozano Smith, as to form only		Date Approved	4/25/22	
3.	Deputy Chief, Facilities Planning and Management				
	Signature		Date Approved	4/26/2022	
4.	Chief Financial Officer				
	Signature		Date Approved		
5.	President, Board of Education				
	Signature		Date Approved		

THIS FORM IS NOT A CONTRACT