

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	JOHNSON CONTROLS INC	Phone:	510-783-4000
Contact Person:	MARY CLARE TIFFANY	Fax:	510-785-3170
Address:	3526 BREAKWATER CT HAYWARD, CA 94545		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

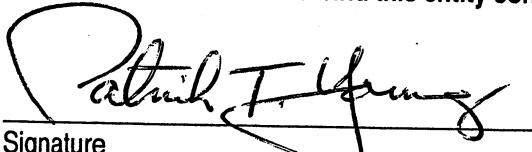
- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.


Signature
8/15/2007
Date

PATRICK T. YOUNG
Name
REG. FIRE + SECURITY MGR.
Title

MARSH USA INC.

CERTIFICATE OF INSURANCE

DATE

09/08/2007

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin 53202-4419 Attn: CPU, Phone (414) 290-4912 Fax (414) 290-4953 CPU_Milwaukee@marsh.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.	
INSURED Johnson Controls, Inc. Johnson Controls Battery Group, Inc. Johnson Controls Interiors, L.L.C. Johnson Controls of Puerto Rico, Inc. Cal-Air, Inc. GES America, L.L.C. Optima Batteries, Inc. Pro-Tel, Inc. USI Companies, Inc. York International Corporation		Attn: Corp. Risk Mgmt. X-92 P.O. Box 591 Milwaukee, WI 53201	
		COMPANIES AFFORDING COVERAGE	
		Company A	ACE American Insurance Company P.O. Box 41484, Philadelphia, PA 19101
		Company B	Sentry Insurance A Mutual Co. 1800 North Point Drive, Stevens Point, WI 54481
		Company C	Indemnity Insurance Company of North America and for CA, WI and EX WC: ACE American Insurance Company P.O. Box 41484, Philadelphia, PA 19101
		Company D	Lexington Insurance Company 100 Summer Street, Boston, MA 02110

COVERAGES

This certificate supersedes and replaces any previously issued certificate.

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

CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY (1) (3) (4) <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> X.C.U (Explosion, Collapse, Underground) <input checked="" type="checkbox"/> Additional Insured-Owners Lessees or Contractors See Below	HDOG2373283A	10-1-2007	10-1-2008	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 5,000,000 MED EXP (Any one person) \$ 50,000
B	AUTOMOBILE LIABILITY (2) (3) (4) <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	90-04606-01	10-1-2007	10-1-2008	COMBINED SINGLE LIMIT \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT
D	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	5577735	10-1-2007	10-1-2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (4) THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WLRC44473094 - AOS WLRC44473136 - CA SCFC44473057 - WI WCUC4447301A - EX WC	10-1-2007	10-1-2008	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000

- (1) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insureds per attached endorsement.
(2) ADDITIONAL INSURED: If required by contract, includes coverage for Additional Insured and Loss Payees as required by contract.
(3) PRIMARY COVERAGE: Where required by lease or contract, this coverage is primary and not excess of or contributing with other insurance or self-insurance.
(4) WAIVER OF SUBROGATION: Insured waives subrogation to the extent required by contract.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS JCI Contract No. 68440033
Project Name: SMC Human Services Security Projects
Customer PO Number: 70153-5841

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
455 COUNTY CENTER
3RD FLOOR
REDWOOD CITY, CA 94063

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC. BY:

*A.M. Best ratings of insurers are provided for information purposes only and are based upon information with respect to such ratings available to Marsh USA Inc. on the date set forth herein with respect to such ratings. Marsh USA Inc. will not, and will have no responsibility or obligation to, inform the certificate holder or any person relying upon this certificate of any changes in such A.M. Best ratings occurring after such date. Marsh USA Inc. will have no liability with respect to the solvency or future ability to pay claims of any of the insurance companies which have issued the insurance policies referenced herein.

** The Auto Liability placement was made by Risk Management Resources, Inc., 205 W. Wacker Dr., Suite 622, Chicago, IL. Marsh USA Inc. acts in the role of consultant to the Insured with respect to this placement, which is indicated for your convenience.

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, COUNTY OF SAN MATEO
Location(s) Of Covered Operations As required by contract, SMC Human Services Security Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Endorsement #A2**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED’S ACTS OR OMISSIONS ONLY**

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.

Endorsement #A2A**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED’S ACTS OR OMISSIONS ONLY**

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.”

DEPARTMENT OF INDUSTRIAL RELATIONS

SELF-INSURANCE PLANS

2265 Watt Avenue, Suite 1
Sacramento, CA 95825
Phone No. (916) 483-3392
FAX (916) 483-1535



CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION

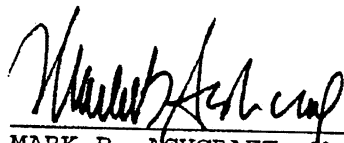
TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure
No. 2082 was issued by the Director of Industrial Relations
to:

JOHNSON CONTROLS, INC.

under the provisions of Section 3700, Labor Code of
California, on December 1, 1987. The Certificate is now and
has been in full force and effective since that date.

Dated at Sacramento, California
This 17th day of December, 2001



MARK B. ASHCRAFT, Manager
Self Insurance Plans

Orig: Phyllis N. Doane
Paralegal Assistant
Ned L. Gaylord & Associates
3530 Atlantic Ave., Suite 210
Long Beach, CA 90807

cc: Kathleen E. Theisen
Vice President
Marsh USA, Inc.
411 E. Wisconsin Ave., #900
Milwaukee, WI 53202

County Counsel Review Form

Date: November 14, 2007
To: Judith Holiber
From: Joy Cheechov, ext 4550
Subject: Johnson Controls Agreement Review and Approval

Contractor: Johnson Controls, Inc.

Maximum Amount: \$176,067

Rate of Payment: Net 30

☐ No changes on the standard Agreement form

☒ The following sections have been changed on the "standard" Agreement:

Section No. & Title	Approved As Is <i>[For County Counsel Use Only]</i>	Modifications Required <i>[For County Counsel Use Only]</i>
10: Compliance with Laws; Payment of Permits/Licenses		

Modifications (Please specify modifications to be made below. Use additional paper if needed.):
Section 10: Compliance with Laws; Payment of Permits/Licenses: Deleted "and Section 504 of the Rehabilitation Act of 1973, as amended and incorporated by reference herein as Attachment "I"

☐ Approve Agreement/Exhibits/Attachments

☒ Approve Agreement/Exhibits/Attachments with the modifications that have been described


Signature

11/15/07
Date