

Board Office Use: Legislative File Info.	
File ID Number	21-1724
Introduction Date	8-25-2021
Enactment Number	21-1341
Enactment Date	8/26/2021 If



Memo

To Board of Education

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

Board Meeting Date *for* August 25, 2021

Subject Award of General Services Agreement – Bay Alarm Company - Monitoring Services Project – Department of Buildings & Grounds

Action Requested Approval by the Board of Education of General Services Agreement between the District and **Bay Alarm Company**, Concord, California, for the latter to provide monitoring service to reduce false alarms and burglar alarm signals using the two-way voice feature system, for the Monitoring Services Project, in the not exceed amount of **\$72,000.00**, at the rate of \$6,000.00 per month for services, as the selected consultant, with work scheduled to commence on **July 1, 2021**, and scheduled to last until **June 30, 2022**.

Discussion Bay Alarm will provide monitoring services for the district. Contractor was selected based on specially trained services which does not require competitive bidding. (Public Contract Code §20111(d), and Government Code §53060).

LBP (Local Business Participation Percentage) 00.00%

Recommendation Approval by the Board of Education of General Services Agreement between the District and Bay Alarm Company, Concord, California, for the latter to provide monitoring service to reduce false alarms and burglar alarm signals using the two-way voice feature system, for the Monitoring Services Project, in the not exceed amount of \$72,000.00, at the rate of \$6,000.00 per month for services, as the selected consultant, with work scheduled to commence on July 1, 2021, and scheduled to last until June 30, 2022.

Fiscal Impact Routine Restriction Maintenance Account General Funds

- Attachments**
- Agreement
 - Bay Alarm Proposal
 - Insurance Certificate



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 21-1724

Department: Buildings & Grounds

Vendor Name: Bay Alarm Company

Project Name: Monitoring Services

Project No.: 20014

Contract Term: Intended Start: July 1, 2021

Intended End: 6-30-2022

Total Cost Over Contract Term: \$72,000.00

Approved by: Marc White

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

Local Business Policy? Yes (No if Unchecked)

How was this contractor or vendor selected?

The District has used this company for Monitoring burglary alarm Services in the past. Bay Alarm was selected based on their professional expertise and certification, as well as their specially trained and certified staff.

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

Bay Alarm will provide monitoring service to reduce false alarms. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List 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?

Bay Alarm has done and is currently working for the District. Based on expertise with this work, the District found that the Contractor 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 – *contact legal counsel to discuss if applicable*
- Sole source contractor – *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 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:

- Construction project manager, land surveyor, or environmental services – selected based on demonstrated competence and professional qualifications (Government Code §4526)
- Architect or engineer – use of a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer when state funds being used – use of 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 \$96,700 or less (as of 1/1/21)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$96,700 (as of 1/1/21)
- 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 \$96,700 (as of 1/1/21)
- 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:

- Bay Alarm is providing monitoring services for the District through the scope of their services, which are specially trained professional services that do not require competitive bidding.

**OAKLAND UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT**

This GENERAL SERVICES AGREEMENT (“Agreement”) is made and entered into effective **July 1, 2021** (the “Effective Date”), by and between the Oakland Unified School District (“District”) and **Bay Alarm Company** (“Contractor”).

1. **Contractor Services.** Contractor agrees to provide the following monitoring services to District (collectively, the “Basic Services”): BAY ALARM TO PROVIDE:

-UL LISTED CENTRAL STATION MONITORING TO FOLLOWING USER OWNED EQUIPMENT AT THE LOCATIONS LISTED ON ADDENDUM A WHICH IS ATTACHED AS EXHIBIT A TO THIS AGREEMENT.

-UPON ACTIVATION OF ANY OF THE BURGLAR ALARM SYSTEMS LISTED ON ADDENDUM A, WHICH IS ATTACHED AS EXHIBIT A TO THIS AGREEMENT. BAY ALARM'S CENTRAL STATION WILL DISPATCH A BAY ALARM PATROL AGENT TO ASSESS THE EXTERIOR OF THE LOCATION FOR SIGNS OF A BREAK IN AND/OR VANDALISM. THE BAY ALARM AGENT WILL ATTEMPT TO DETERMINE IF THERE IS AN ACTIVE CRIME IN PROGRESS. IF IT IS APPARENT THAT THERE IS AN ACTIVE CRIME IN PROGRESS. THE BAY ALARM AGENT WILL CONTACT THE LOCAL POLICE DEPARTMENT (OAKLAND POLICE DEPARTMENT). IF THE POLICE OFFICERS DESIRE TO ENTER THE BUILDING, THE BAY AGENT/S WILL ASSIST THE POLICE IN GAINING ENTRY.

-DAYS & HOURS OF BAY ALARM SECURITY DISPATCH

MONDAY 6:00PM - TUESDAY 7:00AM
TUESDAY 6:00PM - WEDNESDAY 7:00AM
WEDNESDAY 6:00PM - THURSDAY 7:00AM
THURSDAY 6:00PM - FRIDAY 7:00AM
FRIDAY 6:00PM - MONDAY 7:00AM

-UPON ACTIVATION OF ANY OF THE FIRE ALARM SYSTEMS LISTED ON ADDENDUM A, BAY ALARMS CENTRAL STATION STAFF WILL DISPATCH THE LOCAL FIRE ALARM DEPARTMENT AND THEN WILL NOTIFY THE OUSD STAFF WHO ARE LISTED ON THE EMERGENCY NOTIFICATION LIST

-BAY ALARM WILL NOTIFY OUSD STAFF OF ANY SYSTEMS TROUBLES

-BAYNET PLUS - ONLINE ACCOUNT MANAGEMENT

CUSTOMER TO PROVIDE:

-PROGRAMMING OF ALL SYSTEMS LISTED ON ADDENDUM A TO BAY ALARMS CENTRAL STATION

-MAINTENANCE, SERVICE, SYSTEM ALTERATIONS, AND TESTING TO ALL OF THE EQUIPMENT AT THE LOCATIONS LISTED ON ADDENDUM A

-THE INSTALLATION OF ANY NEW EQUIPMENT WILL BE REQUIRED TO BE RECORD CHECKED BY OUSD STAFF WITH BAY ALARMS CENTRAL STATION

*AGREEMENT TERMS HAVE BEEN CHANGED FROM 60 MONTHS TO 15 MONTHS. AFTER INITIAL TERMS HAVE BEEN MET, THIS AGREEMENT WILL RENEW ON A MONTH-TO-MONTH BASIS

*USER DECLINES STATE MANDATED FIRE ALARM TEST FROM BAY ALARM COMPANY

MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone the District's premises, and if there is no answer then will try to telephone the first available person on the District's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and the District call the District's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to the District's door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to the District's premises key to enter the premises. When a nonemergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Bay and the District are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the District's system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving the District written notice. The District's consent to the recording of all telephonic communications between the District and Bay. If the District's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, the District agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. The District acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. THE DISTRICT AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. THE DISTRICT UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO THE DISTRICT'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS THE DISTRICT HAS SUBSCRIBED TO BAY'S RESPONSE SERVICE. The

District understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. The District acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from the District's premises to Bay's Central Station, that the signals from the District's System are sent over the District's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event the District's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the District's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. The District further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. The District agrees to pay all charges for all telephone services connecting the District's protected premises and Bay. The District acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. The District acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

LOCATIONS: A list of all premises can be found attached in Exhibit A. "Services" shall mean Basic Services. The Services include all work described in the June 9, 2021; proposal attached to this Agreement as Exhibit A.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing services shall be competent to perform those services.

3. **Term.** This Agreement shall begin on **July 1, 2021**, and shall terminate upon completion of the Services, but no later than **June 30, 2022** ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially breaches any of the terms of this Agreement, any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed because of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of the notice. In the event District terminates the Agreement for convenience during the Term, District shall pay Contractor all amounts due through the date of termination and the monthly service charges for the unexpired portion of the Term.

5. **Payment of Fees for Services.** District agrees to pay Contractor fees at the rate of \$6,000.00 per month for services satisfactorily performed. Contractor shall not increase this rate over the course of this Agreement. Total fees paid by District to Contractor for Services under the Agreement shall not exceed Seventy-two Thousand Dollars No/100 (\$72,000.00), for performance of the Basic Services. District agrees to make payment for Basic Services within sixty (60) days of receipt of a detailed invoice from Contractor based on percentage of work completed, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Notwithstanding anything to the contrary herein, Contractor shall have no liability, indemnity or defense obligations for Claims arising out of or resulting from events Contractor's equipment and/or services are intended to detect, deter, or avert ("Alarm Events").

7. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate; (ii) commercial automobile liability insurance with limits not less than **\$1,000,000** each occurrence and **\$2,000,000** in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the

required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** Contractor is engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Services to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form and Student Contract Form.

12. **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. Contractor and Contractor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. The following Contractor and Contractor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence to this Agreement.

24. **Waiver.** No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

25. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

26. **Ambiguity.** The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

27. **Execution of Other Documents.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. **Local Business.** Contractor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. **Forms.** The following forms, attached to the proposal, are incorporated into the contract:

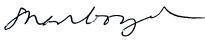
- ~~Roof project certification (if required; see Public Contract Code §3006).~~
- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- ~~Local Business Participation Form.~~

Within ten (10) days after award and before commencement of the services, the signed agreement, insurance documentation, and Student Contract Form (see Exhibit B to the Fingerprinting Notice and Acknowledgement) shall be submitted to the District.

32. **Mediation.** A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

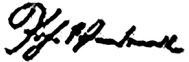
DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT



8/26/2021
Date

Shanthi Gonzales, President,
Board of Education



8/26/2021
Date

Kyla Johnson-Trammell, Superintendent
Secretary, Board of Education




6/24/21
Date

Marc White, Director, Buildings &
Grounds Department

CONTRACTOR:

Bay Alarm

By:  _____
Michal Kubicki

Title: Corporate Counsel Date: 6/17/2021

Address for District Notices:

Oakland Unified School District
955 High Street
Oakland, CA 94601
510-535-2728

Address for Contractor Notices:

Bay Alarm
5130 Commercial Cir
Concord, CA 94520
925-595-4679

General Services – Bay Alarm – Buildings & Grounds - Monitoring Project - \$72,000.00
{SR565566}

Approved As To Form:

Kelly M. Rem
OUSD Facilities Legal Counsel

6-24-21
Date

Exhibit A

General Services – Bay Alarm – Buildings & Grounds - Monitoring Project - \$72,000.00
{SR565566}



USER NAME: OAKLAND UNIFIED SCHOOL DISTRICT

Addendum A

PAGE 1 OF 12

[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
907872	2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907873	2607 MYRTLE ST, OAKLAND, CA 94607	McClymonds High - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907875	2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907876	2845 64th AVE, OAKLAND, CA 94605	Frick Middle School - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907877	3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907878	3200 BOSTON AVE, OAKLAND, CA 94602	Fruitvale Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907880	5222 YGNACIO AVE, OAKLAND, CA 94601	Horeace Mann School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907881	400 CAPISTRANO DR, OAKLAND, CA 94603	James Madison Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907882	1975 40th AVE, OAKLAND, CA 94601	Jefferson CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907883	8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907884	8251 FONTAINE ST, OAKLAND, CA 94605	Youth Empowerment @ King - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907885	401 JONES AVE, OAKLAND, CA 94603	Brookfield Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907886	401 JONES AVE, OAKLAND, CA 94603	Brookfield CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907887	5750 COLLEGE AVE, OAKLAND, CA 94618	Claremont Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907888	915 FOOTHILL BLVD, OAKLAND, CA 94606	Franklin Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907893	915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907894	915 54TH ST, OAKLAND, CA 94608	Glenview @ Santa Fe CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907895	920 53RD ST, OAKLAND, CA 94608	Glenview @ Pleasant Valley - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907897	4730 FLEMING AVE, OAKLAND, CA 94619	Melrose Leadership Academy - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907900	11850 CAMPUS DR, OAKLAND, CA 94619	Hintil Kuu Ca CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907902	4314 PIEDMONT AVE, OAKLAND, CA 94611	Piedmont Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907904	86 ECHO AVE, OAKLAND, CA 94611	Piedmont Elementary CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907906	920 CAMPBELL ST, OAKLAND, CA 94607	Place @ Prescott - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907907	5525 ASCOT DR, OAKLAND, CA 94611	Joaquin Miller Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907909	1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High School - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907911	1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High School - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907912	1023 MACARTHUR BLVD, OAKLAND, CA 94610	Oakland High Field House - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907913	4521 WEBSTER ST, OAKLAND, CA 94609	Oakland International High @ Carter - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907915	4521 WEBSTER ST, OAKLAND, CA 94609	Oakland International High @ Carter - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907916	460 63RD ST, OAKLAND, CA 94609	Peralta School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907917	460 63RD ST, OAKLAND, CA 94609	Peralta School CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907919	1926 19TH AVE, OAKLAND, CA 94606	Roosevelt Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907920	314 EAST 10TH ST, OAKLAND, CA 94606	LEEC-Metwest & United Nation CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907921	1050 2ND AVE, OAKLAND, CA 94606	LEEC-La Escuelita Complex - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908100	1800 98TH AVE, OAKLAND, CA 94603	Emerson Elementary & CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907924	750 INTERNATIONAL BLVD, OAKLAND, CA 94606	ACOE @ Neighborhood Center - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907926	2410 10TH AVE, OAKLAND, CA 94606	Bella Vista CDC - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907928	2410 10TH AVE, OAKLAND, CA 94606	Bella Vista CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907929	6701 INTERNATIONAL BLVD, OAKLAND, CA 94621	Lockwood Campus - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907930	1757 MOUNTAIN BLVD, OAKLAND, CA 94611	Montclair Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907933	4401 39TH AVE, OAKLAND, CA 94619	Redwood Heights - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907935	8521 A ST, OAKLAND, CA 94621	New Rise @ Highland - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907937	1025 EAST 28TH ST, OAKLAND, CA 94610	Bella Vista Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907938	3700 COOLIDGE AVE, OAKLAND, CA 94602	Bret Harte Middle School - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907940	3700 COOLIDGE AVE, OAKLAND, CA 94602	Bret Harte Middle School - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907941	11900 CAMPUS DR, OAKLAND, CA 94619	Carl Munck School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907943	10315 E STREET, OAKLAND, CA 94603	Esperanza @ Stonehurst - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907945	4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907947	4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont Federation High School CPAA - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907948	955 HIGH ST, OAKLAND, CA 94601	OUSD Buildings & Grounds - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907950	1240 18TH ST, OAKLAND, CA 94607	Ralph Bunche Academy - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907952	4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School/Bldg 100 - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907954	4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Admin - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907958	4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Community Day Middle School Gym - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908099	1800 98TH AVE, OAKLAND, CA 94603	Emerson Middle & CDC - FA	tbd	fire	Bay Alarm to monitor only: (1) D721B2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907964	4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907965	4720 DUNKIRK AVE, OAKLAND, CA 94605	Grass Valley Elementary CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907966	7220 KRAUSE AVE, OAKLAND, CA 94605	Markham School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907967	1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Main - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907968	1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Colliseum Prep - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907969	1390 66TH AVE, OAKLAND, CA 94621	Roots @ Havenscourt/Bldg D - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907970	7980 PLYMOUTH ST, OAKLAND, CA 94621	Webster CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907971	291 10TH ST, OAKLAND, CA 94607	Yuk Yau CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907972	8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907973	8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High School Pool - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907974	8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont School of Arts - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907975	8601 MACARTHUR BLVD, OAKLAND, CA 94605	Castlemont High/Youth Aprising - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907977	2035 40TH AVE, OAKLAND, CA 94601	Jefferson Campus - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907978	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907979	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg E - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907981	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg B - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907982	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Main Bldgs - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907983	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	Think College Now @ Chavez/Bldg D - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907984	4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907987	4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/Main - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907988	4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech/GYM - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907990	4251 BROADWAY, OAKLAND, CA 94611	Oakland Tech//Shops - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907991	2409 EAST 27TH ST, OAKLAND, CA 94601	Manzanita Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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907995	2618 GRANDE VISTA AVE, OAKLAND, CA 94601	Manzanita Elementary CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907996	960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907997	960 10TH ST, OAKLAND, CA 94607	Martin Luther King Elementary CDC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907998	900 HIGH ST, OAKLAND, CA 94601	OUSD Ops Storeroom - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
907999	900 HIGH ST, OAKLAND, CA 94601	OUSD Records Department - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908000	900 HIGH ST, OAKLAND, CA 94601	OUSD Police/Painter Portable - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908003	3730 LINCOLN AVE, OAKLAND, CA 94602	Sequoia Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908004	2101 35TH AVE, OAKLAND, CA	United for Success Academy - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908005	6328 EAST 17TH ST, OAKLAND, CA 94621	Green Leaf @ Whittier - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908007	890 BROCKHURST ST, OAKLAND, CA 94608	Hoover Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908008	225 11TH ST, OAKLAND, CA 94607	Lincoln School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908009	4917 MOUNTAIN BLVD, OAKLAND, CA 94619	Peer Assistance Review/Community Day - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908010	417 29TH ST, OAKLAND, CA	Zapata Street Academy	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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908011	901 105TH AVE, OAKLAND, CA 94603	Stonehurst CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908013	3670 PENNIMAN AVE, OAKLAND, CA 94621	Allendale School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908014	3994 BURCKHALTER AVE, OAKLAND, CA 94605	Burckhalter School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908015	745 CLEVELAND ST, OAKLAND, CA 94606	Cleveland Elementary - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV2 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908016	745 CLEVELAND ST, OAKLAND, CA 94606	Cleveland Elementary - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908017	9860 SUNNYSIDE ST, OAKLAND, CA 94603	COX CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908019	5555 ASCOT DR, OAKLAND, CA 94611	Montera Middle School - FA	tbd	fire	Bay Alarm to monitor only: (1) D9412GV4 fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908020	5555 ASCOT DR, OAKLAND, CA 94611	Montera Middle School - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908021	8000 BIRCH ST, OAKLAND, CA 94621	East Oakland Pride @ Webster - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908022	6097 RACINE ST, OAKLAND, CA 94609	Washington CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908023	1111 SECOND AVE, OAKLAND, CA 94606	Dewey Continuation High School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908024	2639 84TH AVE, OAKLAND, CA 94605	Hillside Academy - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908025	1025 81ST AVE, OAKLAND, CA 94621	Acorn Woodland School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
908027	12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School/ROTC - BA/FA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908028	12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School HC - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV4 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908029	12250 SKYLINE BLVD, OAKLAND, CA 94619	Skyline High School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908031	3748 13TH AVE, OAKLAND, CA 94610	Edna Brewer School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908097	525 MIDCREST RD, OAKLAND, CA 94610	Crocker Highlands CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908033	1322 86TH AVE, OAKLAND, CA 94621	Highland CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908036	1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose - BA	tbd	security	Bay Alarm to monitor only: (1) D9412GV2 security panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908038	1325 53RD AVE, OAKLAND, CA	Bridges Academy @ Melrose/BLDG B - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908041	6686 CHABOT RD, OAKLAND, CA 94618	Chabot Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908042	25 SOUTH HILL RD, OAKLAND, CA 94618	Kaiser Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908045	1125 69TH AVE, OAKLAND, CA 94621	Lockwood CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908047	7929 NEY AVE, OAKLAND, CA 94605	Parker Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908048	1640 22ND AVE, OAKLAND, CA 94606	Garfield Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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USER NAME: OAKLAND UNIFIED SCHOOL DISTRICT

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[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
908096	525 MIDCREST RD, OAKLAND, CA 94610	Crocker Highlands - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908053	1011 UNION ST, OAKLAND, CA 94607	Cole Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908055	1011 UNION ST, OAKLAND, CA 94607	Cole Elementary/Portable - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908056	20 MARGUERITE DR, OAKLAND, CA 94618	Hillcrest School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908058	800 33RD ST, OAKLAND, CA 94608	Harriet Tubman CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908059	991 14TH ST, OAKLAND, CA 94607	West Oakland/Lafayette School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908060	5880 THORNHILL AVE, OAKLAND, CA 94611	Thornhill Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908062	303118TH ST, OAKLAND, CA 94601	Urban Promise Academy - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908063	581 61ST ST, OAKLAND, CA 94609	Sankofa Elementary @ Washinton - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908065	470 EL PASEO DR, OAKLAND, CA 94603	Sobrante Park Elementary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908066	2629 HARRISON ST, OAKLAND, CA 94612	Westlake Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908067	6232 HERZOG ST, OAKLAND, CA 94608	Golden Gate CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D8112G2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908068	1895 78TH AVE, OAKLAND, CA 94621	Arroyo Viejo CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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USER NAME: OAKLAND UNIFIED SCHOOL DISTRICT

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[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
908069	1710 45TH AVE, OAKLAND, CA 94621	Bond Stree Annex - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908072	3550 64TH ST, OAKLAND, CA 94605	Burbank School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908074	1800 98TH AVE, OAKLAND, CA 94603	Elmhurst Middle School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908075	4610 FOOTHILL BLVD, OAKLAND, CA 94601	Fremont High School/Frog Bldg - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908077	8755 FONTAINE ST, OAKLAND, CA 94605	Howard Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908078	2825 INTERNATIONAL BLVD, OAKLAND, CA 94601	International CDC @ Cesar Chavez - BA	tbd	security	Bay Alarm to monitor only: (1) D9412 security alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908095	2660 E 16TH ST, OAKLAND, CA 94601	Centro Infantil Child Development - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908083	746 GRAND AVE, OAKLAND, CA 94610	Lakeview Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908085	746 GRAND AVE, OAKLAND, CA 94610	Lakeview CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908086	5263 BROADWAY TERRACE, OAKLAND, CA 94618	Oakland Fashion Institute - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908087	1180 70TH AVE, OAKLAND, CA 94621	Oakland SOL @ Rusdale - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908089	2850 WEST ST, OAKLAND, CA 94608	OUSD Commisary - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908090	3750 BROWN AVE, OAKLAND, CA 94619	Laurel Elementary School - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -

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[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Venue	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
908091	3825 CALIFORNIA ST, OAKLAND, CA 94619	Laurel CDC - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV4 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.38	\$ -
908094	9860 SUNNYSIDE ST, OAKLAND, CA 94603	Ed for Change & Reach Acadamey - BA/FA	tbd	security & fire	Bay Alarm to monitor only: (1) D9412GV2 security/fire alarm panel *additional devices and locations to be sent by OUSD	\$ 41.28	\$ -
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Authorized Signature: _____

Date: _____

Printed Name: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services		License # 0L72977	NAMED INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Notepad
BAY ALARM COMPANY
Additional Insured Amendment

User has requested and Bay has agreed to cause User to be named as additional insured to Bay's commercial general liability insurance coverage (the "Coverage") solely in accordance with the terms, covenants, limitations and conditions set forth in both this amendment and Bay's commercial general liability insurance policy including any endorsements thereto (the "Policy"). User acknowledges and agrees that Bay would not agree to name User as an additional insured unless User agrees to be bound by the terms, covenants, limitations and conditions contained herein.

1. **User Name as Additional Insured.**
As soon as reasonably possible after execution of this amendment, Bay will request its liability insurance provider to name User as an Additional insured on the Coverage and will provide User with a certificate of liability insurance issued by Bay general liability insurance producer evidencing the same (the "Certificate").
2. **Extent of Coverage.**
User acknowledges and agrees that being named as an additional insured on the Coverage is limited as follows:
 - a. The terms and conditions set forth in the Additional Insured Endorsement to the Policy and the Certificate are incorporated by reference herein.
 - b. User is an additional insured under the Coverage but only with respect to claims, losses or liability asserted by third parties (and not User, its owners, including without limitation, its parent shareholders, members or partners, its agents, employees, successors and assigns) arising out of ongoing installation and service work caused solely by Bay while working onsite, but excluding monitoring, equipment failure, alarm response service, alarm losses or claims for any reason whatsoever including a negligence claim performed by Bay during the term of the Agreement for alarm system(s) and service(s) between Bay and User (the "Agreement") and not work performed by User or anyone else or the operations of User or anyone else.
 - c. User is not an additional insured under the Coverage for claims for injury, loss, liability or damage to User, its agents, employees, successors or assigns (as opposed to claims asserted against User by (third parties) that may be asserted by User against Bay.
 - d. This amendment shall terminate concurrently with the termination of the Agreement for any reason, and thereafter shall be of no further force and effect/ or upon completion of Installation.
3. **Ratification of Agreement.**
Except as expressly set forth herein, the terms, covenants and conditions set forth in the Agreement remain unchanged and are hereby ratified and affirmed. User acknowledges and agrees that naming User as an



ADDITIONAL REMARKS SCHEDULE

AGENCY Legacy Risk & Insurance Services		License # 0L72977	NAMED INSURED Bay Alarm Company Balco Holdings Inc. 5130 Commercial Circle Concord, CA 94520
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

additional insured under the Coverage does not, in any way, alter, amend, limit or mitigate: (i) the limitation of Bay's liability; (ii) Bay's right to indemnification for third party claims; or (iii) User's waiver of subrogation, set forth in the Agreement.

[contracts/amendment 9/2012]

THE FOLLOWING ENDORSEMENTS APPLY ONLY AS INDICATED IN THE DESCRIPTION OF OPERATIONS

GENERAL LIABILITY:

- * Per attached Form CG2033 04/13, (SEE CERTIFICATE) is/are named as Additional Insured(s) as respects General Liability as required by written contract regarding the Ongoing Operations for Installation & Service Work performed exclusively by Bay Alarm Co. but excluding monitoring & Alarm Response Service.
- * Coverage is primary if required by written contract per form CG2001 0413
- * Waiver of Subrogation if required by written contract per Form CG 2404 0509

AUTOMOBILE LIABILITY:

- * Additional Insured if required by written contract per form 87950 1005
- * Waiver of Subrogation if required by written contract per form 62897 0695

WORKERS' COMPENSATION:

- * Waiver of Subrogation if required by written contract per Form WC 040361 (California Only)
- * Waiver of Subrogation if required by written contract per Form WC000313 0484 (Arizona Only)

*10 Days notice of cancellation for non-payment of premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY - OTHER
INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2020 forms a part of
Policy No. CA 244-68-54 issued to BAY ALARM COMPANY
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)



AUTHORIZED SIGNATURE

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 3/01/2020 forms a part of Policy No. 012016091

Issued to BAY ALARM COMPANY

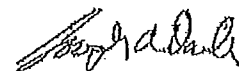
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WG 04 03 61
(Ed. 11/80)

Countersigned by _____



Authorized Representative



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	Bay Alarm Monitoring Services	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	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Bay Alarm Company	Agency's Contact	Michal Kubicki				
OUSD Vendor ID #	006555	Title	Project Manager				
Street Address	5130 Commercial Circle	City	Concord	State	CA	Zip	94520
Telephone	925-595-4679	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	20014						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	7-1-2021	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	6-30-2022
		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)	\$72,000.00
Pay Rate Per Hour (if Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

Budget Information				
<i>If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.</i>				
Resource #	Funding Source	Org Key	Object Code	Amount
8150/0000	Fund 010 RRMA	010-8150-0-0000-8110-5671-988-9880-9000-0503-99999	5671	\$72,000.00

Approval and Routing (in order of approval steps)				
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.				
	Division Head	Phone	510-535-7038	Fax 510-535-7082
1.	Director of Buildings & Grounds			
	Signature	Date Approved	6/24/21	
2.	General Counsel, Department of Facilities Planning and Management			
	Signature Kelly M. Lozano Smith, as to form only	Date Approved	6-24-21	
3.	Deputy Chief of Facilities Planning & Management			
	Signature	Date Approved	6/24/21	
4.	Chief Financial Officer			
	Signature	Date Approved		
5.	President, Board of Education			
	Signature	Date Approved		