

Board Office Use: Legislative File Info.	
File ID Number	12-2607
Committee	Facilities
Introduction Date	10-10-2012
Enactment Number	12-2576
Enactment Date	10/10/12 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Tony Smith, Ed.D., Superintendent
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date October 10, 2012

Subject Division of Facilities Planning and Management P.O.'s. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Name	Total	Fund	P.O.	Site	Date	City
Advanced Voice & Data	\$4,468.26	Measure B	P.O.	Highland New Classroom Building	6-28-2012 thru 7-6-2012	Concord
ALMA Strategies	\$14,850.00	Measure B	P.O.	Fremont HS	6-1-2012 thru 5-31-2013	San Francisco
Approved Maintenance	\$800.00	Developer Fees	P.O.	La Escuelita Educational Center	9-5-2012 thru 12-31-2012	Oakland
Associates Comfort Systems	\$9,100.00	Special Revenue Fund	P.O.	Various Move Management	7-1-2012 thru 12-31-2012	San Leandro
BA Morrison	\$2,000.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-20-2012 thru 12-30-2012	Castro Valley
Bayside Pest Control	\$15,660.00	Developer Fees	P.O.	Facilities	7-1-2012 thru 6-20-2013	El Cerrito
Bobbie's Permit Service	\$5,563.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-9-2012 thru 10-18-2012	Coarsegold
California Department of Education	\$8,498.89	Measure B	P.O.	Highland New Classroom Building	9-13-2012 thru 12-30-2012	Sacramento
CDW Government	\$65,859.19	Developer Fees	P.O.	La Escuelita Educational Center	8-15-2012 thru 10-15-2012	Chicago, IL
CDW Government	\$67,205.05	Measure A	P.O.	La Escuelita Educational Center	8-15-2012 thru 10-15-2012	Chicago, IL
CEL	\$6,510.00	Measure B	P.O.	Piedmont Portable Installation	7-30-2012 thru 9-1-2012	San Ramon



OAKLAND UNIFIED SCHOOL DISTRICT

Clark's Home & Garden, Inc.	\$1,988.49	County School Facilities Fund	P.O.	King Estates Seismic Retrofit AB-300	8-28-2012 thru 2-28-2013	Hayward
Comco Sheet Metal Company, Inc.	\$7,013.13	Special Revenue Reserve	P.O.	Marshall School	9-12-2012 thru 11-12-12	Oakland
Commercial Systems	\$4,388.00	Measure B	P.O.	Urban Promise Multi-Purpose Building	5-20-2012 thru 8-1-2012	San Carlos
Corovan	\$74,472.54	Special Revenue Reserve	P.O.	Lakeview (School Closure)	8-1-2012 thru 6-30-2012	Poway
Creation Engine, Inc.	\$869.73	Measure A	P.O.	Facilities	9-11-2012 thru 10-11-2012	Mountain View
Del Monte Electric Co.	\$7,500.00	Measure B	P.O.	Montera MS Modernization	8-23-2012 thru 12-30-2012	Dublin
DGC Services	\$3,200.00	Measure B	P.O.	Jefferson New Building	7-30-2012 thru 11-30-2012	Dublin
Douglas Parking	\$2,650.00	Special Revenue Fund	P.O.	Lakeview ES	5-1-2011 thru 6-30-2012	Oakland
Energy Systems	\$768.00	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Stockton
Eric Thomas & Associates	\$7,900.00	Measure A	P.O.	Facilities	8-15-2012 thru 8-15-2012	Grand Ledge, MI
Eric Young	\$375.00	Measure A	P.O.	Facilities	6-27-2012	Oakland
Eric Young	\$150.00	Measure A	P.O.	Facilities	8-3-2012 thru 8-3-2012	Oakland
Eric Young	\$1,200.00	Measure A	P.O.	Facilities	8-10-2012 thru 8-10-2012	Oakland
Fire Alarm Security Services	\$984.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-27-2012 thru 8-27-2014	Aptos
First Alarm	\$2,480.00	County School Facilities	P.O.	La Escuelita Educational Center	8-1-2012 thru 10-1-2012	San Jose
First Alarm	\$3,867.00	Measure B	P.O.	La Escuelita Educational Center	9-6-2012 thru 11-6-2012	San Jose
Gary Doupnik Manufacturing	\$39,000.00	Measure B	P.O.	Lowell Modernization	6-25-2012 thru 7-2-2013	Loomis
Globe Plumbing Supply Co.	\$1,871.77	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Oakland
Graham Tree Service, Inc.	\$12,000.00	Developer Fees	P.O.	La Escuelita Educational Center	7-5-2012 thru 9-5-2012	San Leandro
High-Tech Electric	\$9,093.00	Developer Fees	P.O.	La Escuelita Educational Center	8-10-2012 thru 9-30-2012	Clovis
High-Tech Electric	\$10,350.00	Country School Facilities	P.O.	La Escuelita Educational Center	9-4-2012 thru 12-31-2012	Clovis



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J&R Fence, Inc.	\$1,800.00	Measure B	P.O.	Grass Valley ES Portable Installation	9-6-2012 thru 12-31-2012	San Leandro
Larm's Building & Garden Supply, Inc.	\$111.73	Developer Fees	P.O.	La Escuelita Educational Center	6-20-2012 thru 8-20-2012	Oakland
Lee's Signs	\$835.20	Measure B	P.O.	Madison Football and Multi-Use Field	7-23-2012 thru 9-23-2012	Oakland
Mobile Modular Management Corp.	\$1,250.00	Measure B	P.O.	Piedmont Portable Installation for Library and Science Room	7-19-2012 thru 8-1-2012	Livermore
North American Fence & Railing, Inc.	\$750.00	Measure B	P.O.	Roosevelt MS Modernization	8-21-2012 thru 6-1-2012	Oakland
Optus, Inc.	\$164.43	Developer Fees	P.O.	La Escuelita Educational Center	6-19-2012 thru 8-19-2012	Jonesboro, AR
PG&E	\$1,165.24	Measure B	P.O.	Montclair Interim Housing	8-2-2011 thru 8-1-2012	Stockton
Ray's Electric	\$49,000.00	Measure B	P.O.	Piedmont Portable Installation for Library and Science Room	7-2-2012 thru 12-31-2012	Oakland
Ray's Mobile Modular Service	\$2,400.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-1-2012 thru 9-30-2012	Bryon
Redgwick Construction	\$19,320.00	Measure B	P.O.	Sobrante Park Modernization	8-16-2012 thru 10-15-2012	Oakland
Redwood Engineering Construction	\$49,900.00	Measure B	P.O.	Grass Valley ES Portable	6-14-2012 thru 12-30-2012	Redwood City
Reed Brothers	\$675.00	Developer Fees	P.O.	Metwest Educational Center	8-15-2012 thru 10-15-2012	Oakland
Robles Communications, Inv.	\$5,037.50	Special Revenue Fund	P.O.	Melrose Leader Academy	8-2-2012 thru 10-2-2012	San Leandro
SGI Construction Mangement	\$19,999.00	Developer Fees	P.O.	Metwest Educational Center	7-20-2012 thru 9-20-2012	Pasadena
SJ General Building Maintenance Inc.	\$2,250.00	Measure B	P.O.	Grass Valley ES Portable Installation	8-1-2012 thru 12-1-2012	San Jose
Summerhill Electric	\$4,210.00	Measure B	P.O.	Jefferson CDC Fire Alarm Replacement	7-12-2012 thru 1-14-2013	Oakland
Urban Design Consulting	\$18,920.00	Measure B	P.O.	Sobrante Park Modernization	8-15-2012 thru 12-31-2012	Oakland
Urban Design Consulting	\$15,350.00	Measure B	P.O.	Washington Modernization	8-15-2012 thru 12-31-2012	Oakland



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	<i>Valley Carports</i>	<i>\$27,890.00</i>	Measure B	<i>P.O.</i>	<i>Havenscourt New Cafeteria & Classroom Building</i>	<i>9-10-2012 thru 6-30- 2013</i>	<i>Tulare</i>
	<i>Your all Day Everyday Janitorial Service</i>	<i>\$16,790.00</i>	Developer Fees	<i>P.O.</i>	<i>La Escuelita Educational Center</i>	<i>9-4-2012 thru 12-31- 2012</i>	<i>San Francisco</i>

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

RECEIVED 8/28/12

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

1058204

DATE SUBMITTED: 8/13/2012
SUBMITTED BY: Eric Sih

SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A/E (Architect and Engineers) Contract	<input type="checkbox"/>	5.) "Small" (under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record Contract)	<input type="checkbox"/>	6.) Resolution Awarding Bid and Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services - Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services	<input type="checkbox"/>	8.) Purchase Order	<input checked="" type="checkbox"/>

[Signature]

[Signature]

8/14/12

Timothy E. White
Asst. Superintendent

Date

Tadashi Nakadegawa
Facilities Director

Date

SECTION II. LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
0.00%	0.00%	0.00%	0.00%

SECTION III. AGREEMENT INFORMATION:

Project Name:	Grass Valley ES Portable Installation	Project No:	07148
Vendor Name:	First Alarm Security Services	Vendor Contact:	Jeremy Ellis
Vendor Phone Number:	(831) 476-1111	Vendor Mailing Address:	1111 Estates Drive, Aptos, CA 95003
Agreement Start and Stop Dates:	Start: 8/27/2012 Stop: 8/27/2014	Amounts:	Current Contract Amount: \$0.00 Not to Exceed Amount: \$984.00 Revised Contract Amount: \$0.00
Has Work Started?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Has Work Been Completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If yes give an explanation.
 Introduction Date: 10-10-2012
 Enactment No. 12-2607

Certificate of Insurance Attached: Yes
 Date provided: 10/10/12

1229901831-6265

Vendor Number: 1058204
Fiscal Year: 2012-2013
P.O. Under \$50K:
Date Processed: 8/31/2012
To: MB 531 To DR:

For Construction Contracts >\$15,000, please provide or attach the following:

- 1) Number of Bids Received, List of Bidders and Amounts (Bid Form) (Attach Bid Documents)
- 2) Date(s) of Bid Advertisement -
- 3) Date of Bid Opening -
- 4) Name of Architect -
- 5) Liquidated damages per day - \$
- 6) Performance Bonds Attached
- 7) Payment Bonds Attached

Scope of Work: (Needed to prepare Executive Summary) Please attach separately along with Vendor's proposal. Provide Fire and Burglar alarm monitoring service for 7 classroom and 1 restroom portables at Grass Valley Elementary per ASI#3 dated 7/4/12.

Discussion Info: (Needed to prepare Executive Summary) (Provide detailed background - Why is contract required and what is the benefit to students) - Add additional pages as needed. Existing Bosch panel is not able to support additional devices installing in the new portables at Grass Valley per B&G. Tammie suggested to install a new GV4 panel to monitor the new 8 portables.

RECEIVED

Funding Source: Measure B

Budget Number:

8-30-2012

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning and Management
AGREEMENT REQUEST FORM

SECTION IV. L/LS/LSRBE - RATIONAL FOR NON COMPLIANCE CHECK LIST

1.)	<p>Specialty Service: This contractor provides a unique / specialty service that is currently not available from a certified L/S/SLRBE. Government Code § 53060 / school districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required."</p>	
2.)	<p>District Discretion under L/SL/SLRBE due to lack of certified firms at time of bid: If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19 % to 0%, depending on the particular circumstances at time of bid.</p>	
3.)	<p>Futility: It would be futile to require that the contract be subjected to the L/SL/SLRBE due to (circle one) COST / TIME CONSTRAINTS / NO CERTIFIED BIDDERS. California law provides that "[w]here competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage...the statute requiring competitive bidding does not apply." (Hiller v. City of Los Angeles (1961) 197 Cal. App. 2d 685, 694.)</p>	
4.)	<p>Field Test / (1) In order that a field test or experiment may be made to determine the product's suitability for future use. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
5.)	<p>Product Match/(2) In order to match other products in use on a particular public improvement either completed or in the course of completion. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	
6.)	<p>Sole Source / (3) In order to obtain a necessary item that is only available from one source. PUBLIC CONTRACT CODE SECTION 3400-3410</p>	✓
7.)	<p>Emergency Repair / (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. PUBLIC CONTRACT CODE SECTION 3400-3410 / See also: Public Contract Code Section 1102. "Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.</p>	

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License # 430530



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FIRST ALARM
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ACCESS CONTROL CLOSED CIRCUIT TV

Jeremy Ellis
Security Consultant
(831) 476-1111

1111 ESTATES DRIVE • APTOS, CA 95003
(800) 684-1111 • Fax (831) 685-0451
E-mail: jellis@firstalarm.com



361 17TH STREET OAKLAND CA 94612 510-452-3224

DSA File # 1-29
DSA Application #01-112576

**Architectural Supplemental
Instructions No. 3**

PROJECT: Grass Valley ES Portable Installation
LOCATION: 4720 Dunkirk Ave, Oakland, CA 94605

DATE: 7/4/12
JOB NO: A12.01

TO: Redwood Engineering
2336 El Camino Real
Redwood City, CA 94063

DESCRIPTION OF WORK TO BE
PERFORMED:

REFERENCE: attached existing partial plan

REVISE the design of the intrusion alarm system to provide a new main panel and a key pad next to the existing campus intrusion alarm panel. Coordinate with the district regarding the phone line connection. See attached SKE4.1, dated 6/25/12

REASON FOR CHANGE:

The district intrusion alarm staff noted that the existing panel may not accommodate new addition.

REQUESTED BY: OUSD

ACTION TO BE TAKEN:

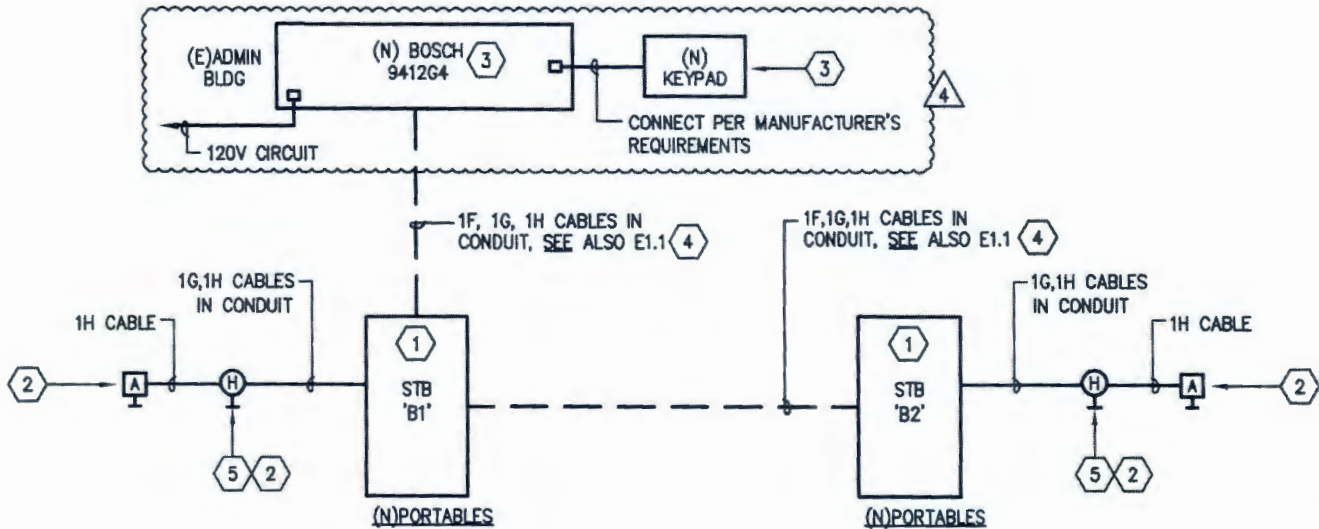
- 1. Submit estimate only. Do not proceed with this work until authorized.
- 2. Proceed with work as outlined above or per plan revision attached. Submit estimate of cost immediately numbered to match the number of this ASI. On approval, a Change Order will be issued.
- 3. Proceed as outlined above or per plan revision herewith. No cost or time change is anticipated.

COPIES TO:
Eric Sih, OUSD Project Manager
Kenneth Keeler, IOR
Division of the State Architect

BY



Architect



NOTE:

- 1 PROVIDE AUXILIARY POWER SUPPLY, AS REQUIRED, IN CABINET FOR MOTION DETECTORS POWER REQUIREMENTS.
- 2 SEE PLANS FOR QUANTITY AND LOCATION.
- 3 NEW PANEL AND KEYPAD PROVIDED AND INSTALLED BY CONTRACTOR. VERIFY ALL WIRING REQUIREMENTS WITH MANUFACTURER AND DISTRICT. CONTRACTOR IS RESPONSIBLE FOR ALL DEVICE WIRING AND 120V POWER.
- 4 PROVIDE 1F CABLE FOR COMMON NEGATIVE PER OUSD REQUIRMENTS.
- 5 NEW MINI HORNS IN PORTABLES TO BE CONNECTED TO THE NEW AUXILIARY POWER SUPPLY(SEE NOTE 1 ABOVE). PROVIDE CONTROL RELAY/SWITCH IN MAIN PANEL TO ACTIVE POWER FOR THE MINI-HORNS.

4 INTRUSION ALARM SYSTEM RISER DIAGRAM

SCALE: NONE



Ref Sheet E0.2

WHM INC. ENGINEERING CONSULTANTS, 1605 SCHOOL ST. MDRAGA, CA. 94556 (925) 376-2902 FAX (925) 376-2904 cad@whmnc.com 12-010

ASI #3
 GRASS VALLEY ELEMENTARY SCHOOL
 PORTABLE INSTALLATION
 4720 DUNKIRK AVE, OAKLAND, CA 94605
 PTN 61259-262



Date: 06/25/2012

Scale: AS NOTED

Drawn: JLWe

Checked: JLWe

Job: A12.01

SKE4.1

x of Y



COMMERCIAL RETAIL INSTALLMENT CONTRACT
Alarm System Sale & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530

1111 Estates Dr.
Aptos, CA 95003
(831) 476-1111
Fax: (831) 685-6629

607 Charles, Suite A
Seaside, CA 93955
(831) 649-1111
Fax: (831) 899-7510

2365 Paragon Dr., Suite E
San Jose, CA 95131
(408) 866-1111
Fax: (408) 615-8290

6555 Hunter Dr., Suite 7
Rohnert Park, CA 94928
(707) 542-1111
Fax: (707) 586-2464

This Agreement is entered into this 3rd day of August, 2001 by FIRST ALARM, a California corporation, hereinafter referred to as "Company," and OUSD Grass Valley Elementary, hereinafter referred to as "Subscriber," at: 4720 Dunkirk Avenue, Oakland CA, California.

1) Installation of Sold System: We will sell to you and install the security system described below, provide warranty service and services described herein. The alarm system is herein referred to as the "System."

Approximate Installation Starting Date: NA Approximate Installation Completion Date: NA

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Qty.	Type of Detection	Location	SUBSCRIBER OWNED SYSTEM																																																						
	First Alarm to monitor the Fire/Burg system at the above listed address. This system was installed, programmed, and tested by others.	Project Number: 07148	Contract Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Activation of Existing system																																																						
1	Control Panel (Bosch GV4) Complete zone list will be provided to First Alarm. <i>AE</i>	Telco Closet Total Monthly fees: \$41.00 <i>AE</i>	Types of Service(s): <input checked="" type="checkbox"/> Burglar <input checked="" type="checkbox"/> Fire <input type="checkbox"/> CCTV <input type="checkbox"/> Access <input type="checkbox"/> Other: _____																																																						
		Billing PO#: _____	Monitoring: <input checked="" type="checkbox"/> Standard Monthly Monitoring \$ 28.00 Initial <input type="checkbox"/> Standard Monthly Monitoring Auto Pay \$ _____																																																						
			Recurring Billing: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi Annually <input type="checkbox"/> Annually																																																						
			Enhanced Service Options:																																																						
			<table border="1"> <thead> <tr> <th>Service</th> <th>Mo. Amt.</th> <th>Initial</th> </tr> </thead> <tbody> <tr> <td>24-Hour Test Report</td> <td>\$ 8.00</td> <td></td> </tr> <tr> <td>Weekly Test Report</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>U.L. Certification</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>On Site System Testing*</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>*Fire testing frequency per NFPA requirements.</td> <td></td> <td></td> </tr> <tr> <td>Open/Close Activity Log</td> <td>\$ 5.00</td> <td></td> </tr> <tr> <td>Supervised Schedule</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Activity Reports</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>Remote Account Services</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>First-Link Online Account Access</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>SecureCom RF* (Line Security)</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>SecureCom IP* (Line Security)</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>SecureCom Cell*</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>*All SecureCom equipment remains property of First Alarm.</td> <td></td> <td></td> </tr> <tr> <td>E-mail Reports <input type="checkbox"/> Daily <input type="checkbox"/> Weekly</td> <td>\$ _____</td> <td></td> </tr> <tr> <td>E-mail Address: _____</td> <td></td> <td></td> </tr> <tr> <td>Mailed Reports <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly</td> <td>\$ _____</td> <td></td> </tr> </tbody> </table>	Service	Mo. Amt.	Initial	24-Hour Test Report	\$ 8.00		Weekly Test Report	\$ _____		U.L. Certification	\$ _____		On Site System Testing*	\$ _____		*Fire testing frequency per NFPA requirements.			Open/Close Activity Log	\$ 5.00		Supervised Schedule	\$ _____		Activity Reports	\$ _____		Remote Account Services	\$ _____		First-Link Online Account Access	\$ _____		SecureCom RF* (Line Security)	\$ _____		SecureCom IP* (Line Security)	\$ _____		SecureCom Cell*	\$ _____		*All SecureCom equipment remains property of First Alarm.			E-mail Reports <input type="checkbox"/> Daily <input type="checkbox"/> Weekly	\$ _____		E-mail Address: _____			Mailed Reports <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly	\$ _____	
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			<input type="checkbox"/> I decline all Enhanced Service Options Client Initial (____)																																																						

Handwritten notes:
 Total Monthly fees: \$41.00
 \$41 x 24 MONTHS = \$984 // 53

(1a) REQUIRES INITIALS, SIGNATURE, AND INFORMATION.

2) Price, Payment and Term:

Subscriber hereby agrees to pay Company, its agents or assigns, the sum of

\$ Zero xx/100 Dollars (\$ 0.00) upon execution of this Agreement and \$ Zero xx/100 Dollars (\$ 0.00) upon completion of the installation. For

the sale and installation of a Sold System you agree to pay NA percent (0 %) of the total Purchase Price Amount shown above upon signing of this Agreement and the balance upon substantial completion of the installation. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated services fee for the month in which service starts, and any applicable sales or use taxes. This Agreement will have an original term of ~~five (5) years~~ and automatically renew and continue for successive ~~three (3) year terms~~ unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term. You authorize us to investigate your credit record, and to report your payment performance under this agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. WHAT IS COVERED: FOR ONE (1) YEAR AFTER WE COMPLETE THE INSTALLATION WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

Handwritten: 2 years

Client Initial (____)

B. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SOLD SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA FILM, AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SOLD SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SOLD SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

D. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

4)Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24 hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the Systems as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not, because of concealed obstructions or hazards such as pipes, wires or other obstructions, are present any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you.

5)Alarm System Monitoring Service: If you have subscribed to monitoring service, we shall connect the System(s) to our monitoring facility (the "Center"). When an alarm signal from the System is received, the Center will try to telephone the proper police or fire department or other emergency personnel and the first available person on the emergency call list you give us; and when a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all System signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. The Center may discontinue any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the tape recording of all telephonic communications between your premises and our offices, including the Center. You acknowledge and agree that both you and Company are required to comply with all laws, rules, and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires physical or visual verification or multi-telephone verification (e.g. two-call verification) of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee.

6)Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service. You will pay for all telephone charges including any installation fee for a special RJ31x jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, **when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line.** If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. If a cellular communications system is used for back-up transmission of alarm signals from your premises to the Center, you acknowledge that the use of cellular systems are controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute telephone service. Cellular transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. You may be required to execute an additional agreement for cellular transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the System because of area code changes or other dialing pattern changes. **The use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

7)False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

8)Repair Service: Unless an enhanced service option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Subscriber agrees to allow reasonable access to the System.

9)Subscriber's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining film and/or video tape for CCTV systems and we do not provide film developing or video editing services.

10)Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) You do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/ or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a Sold System, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

11)Termination, Default, Removal of System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law whichever is less. Company shall not be liable for any conditions of the premise upon removal of the System.

12)Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 14 and 15, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

13)Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

14)Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System.

THEREFORE YOU AGREE

Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

15) Third Party Indemnification and Subrogation. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

16) Limitation on Lawsuits; Reference: Both Company and Subscriber agree that no lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Company in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

18) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this agreement, this agreement will govern and be controlling. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement is performed in the state of California and shall be governed by the laws of California.

19. OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM, AND TWO COPIES OF THE NOTICE OF CANCELLATION. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

20) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE LESSER OF \$250.00 OR SIX (6) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

FIRST ALARM
Alarm Employee Registration No **80224**
Jeremy Ellis
By (Alarm Employee):
By (Authorized Officer):

CUSTOMER NAME:
By (Owner):
Date Signed:

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY A MANAGER, OR WE START THE INSTALLATION OR SERVICE. IN THE EVENT OF NON-APPROVAL, THE LIABILITY OF COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THE AGREEMENT. If alarm installation is to be completed during premise construction or remodel, Purchaser understands that the above amounts have been agreed to based upon the following: First Alarm shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Purchaser or Purchaser's agent requires First Alarm to complete pre-wire after insulation or drywall is started, Purchaser understands that additional labor costs will be charged.

FOR OFFICE USE ONLY			BILLING ADDRESS: (IF billing address is different than Site)			
Job#	CS#	Customer#	Name:			
COMMENTS/CLARIFICATION:			Street Address:			
			City:	State:	Zip:	County:
			Contact Person:			
			Telephone Number:			
			Site Telephone Number:		Fax Number:	

Responsible Persons Emergency Call List:

Please list those whom you would like First Alarm to call in the event an alarm status is received by our Central Station from your system. Please list the names and telephone numbers in the order in which you would like them called (your own telephone numbers included). Persons listed must have access to the premises and knowledge of how to reset your alarm system.

	Name & Position	Home Telephone #	Work Telephone #	Pager/Cell #
1.	_____	() _____	() _____	() _____
2.	_____	() _____	() _____	() _____
3.	_____	() _____	() _____	() _____