

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2025, (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and TRI-SIGNAL INTEGRATION, INC., a California corporation, whose address is **530 MCCORMICK STREET, SAN LEANDRO, CA. 94577** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Fire Sprinkler, Fire Alarm and Intrusion System Monitoring, Testing, Inspecting, Repair and Maintenance. City staff issued an RFP on July 25, 2025 and after a submittal period of 25 days received 1 timely submitted proposal. Staff reviewed the proposals and determined the service provider best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.
- E. The City and Provider desire to enter into an agreement for Fire Sprinkler, Fire Alarm and Intrusion System Monitoring, Testing, Inspecting, Repair and Maintenance, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the 1st Day of November 2025, and shall terminate on the 30th day of June 2030, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Appendix A as requested. Provider acknowledges that the work plan included in Appendix A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Appendix B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Appendix B.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 25-26 (8 Month) total compensation shall not exceed	\$49,403
FY 26-27 total compensation shall not exceed	\$76,328
FY 27-28 total compensation shall not exceed	\$78,618
FY 28-29 total compensation shall not exceed	\$80,976
FY 29-30 total compensation shall not exceed	\$83,406

Total five-year compensation shall not exceed \$368,731

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by

statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and

indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (3). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.



Provider Initials

b. COVERAGE REQUIREMENTS:

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or

transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Generally, the City has the right to conduct audits of Provider's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

b. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

c. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

d. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Sq. Ste 110
Alameda, CA 94501
ATTENTION: Chandni Patel, Facilities Project Manager
Ph: (510) 747-7978 / cpatel@alamedaca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Tri-Signal Integration, Inc.
Dewey Merritt
530 McCormick St.
San Leandro, CA. 94577
Ph: 510-357-3700/510-352-2379

All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Sq. Ste. 110
Alameda, CA 94501
ATTENTION: Becka Merchant, Engineering Office Assistant
Ph: (510) 747-6868 / rmerchant@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 30, the Recitals and Appendices are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within Appendices, the terms and conditions of this Agreement shall control and be primary.

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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

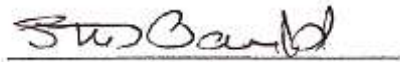
TRI-SIGNAL INTEGRATION, INC.
a California corporation



Robert McKidden
President/CEO

CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager



Steve Oderwald
Regional Vice President

RECOMMENDED FOR APPROVAL

Signed by:



325158B32737491...

Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

Signed by:



5603710AC04544F...

Len Aslanian
Assistant City Attorney

APPENDIX A

SCOPE OF SERVICES:

The purpose of this agreement is for the Service Provider to perform the following in compliance with applicable codes **including but not limited to** NFPA 25, NFPA 72, NFPA 2001, California Code of Regulations (Title 19 and Title 24), OSHA (29 CFR 1910.164), and local City of Alameda ordinances:

1. **Inspection and Testing of Water-Based Fire Protection Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Services shall meet NFPA 25 and CCR Title 19 requirements, including 5-year internal inspections.
2. **24 Hour Monitoring, Inspection and Testing of Fire Alarm Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Services shall comply with NFPA 72 and California Title 19.
3. **24 Hour Monitoring of Intrusion and Panic Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. All equipment shall be maintained in accordance with manufacturer specifications.
4. **Inspection and Certification of Halon and Ansul Systems** at select City of Alameda owned facilities. Reference Appendix B for specific level of service and locations. Halon systems shall follow NFPA 2001 and all relevant environmental and decommissioning standards. Ansul systems shall comply with NFPA 17A relevant inspections and tests.

Service Provider shall maintain the alarm systems and associated equipment in good operating condition in accordance with manufacturer's specifications and in a fashion that maximize performance, safety, and life span of the area and equipment:

Service Provider shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workmanlike manner, conforming to best industry practices, and in conformance with all applicable original manufacturer's specifications. Service Provider shall facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the alarm equipment covered by this Agreement.

Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the property site.

Service Provider shall be responsible, at no additional cost to the City, for executing all paperwork to the State of California and any other agencies necessary.

SERVICE DEFINITIONS:

All services shall comply with applicable local City of Alameda, CFC, UL and NFPA requirements.

1. **24 Hour Monitoring:** Service provider shall provide 24-hour UL listed central station wireless monitoring of Fire Alarm, Intrusion and Panic System.
 - a. **Fire Alarms** shall be recognized as any device(s) part of a fire system working together to detect and warn people through visual and audio appliances when smoke, fire, carbon monoxide or other emergencies are present.
 - b. **Intrusion** shall be identified as a monitoring breach not necessarily identifying a wrongful entry.
 - c. **Panic** shall be identified as a breach of entry without permission from the authorizing agency at any given site or time.

For Fire, Intrusion and Panic Alarms Service Providers 24 Hour central station shall immediately contact the Alameda Police Department Dispatch at 510-337-8340.

2. **Semi-Annual Inspection and Test:** Shall include but not be limited to, a complete visual inspection of Fire Alarm System including batteries, annunciators, smoke detectors, heat detectors, pull stations, water flow/tamper switch function test and operation of control valves. In addition inspectors/technician shall test water flow at each riser, confirm proper signage is present. Tag system for certification.
3. **Annual Inspection and Test:** Shall include but not be limited to, a complete visual inspection of entire Fire Alarm System, diagnostic tests of control panel equipment, auxiliary/monitoring functions, functional tests of all audible and visual signaling devices, whether AC powered or battery operated, initiating the following: manual pull stations smoke detectors, heat detectors, and HVAC duct detectors.
4. **Annual Automatic Fire Sprinkler Inspection and Test:** Per NFPA 25 and State of California Title 19 requirements, testing shall include but not be limited to, visual inspection of sprinkler heads, main drain test, operation of control valves and test flow at each riser.
5. **Five Year Automatic Fire Sprinkler and Stand Pipe Inspection and Test:** Service Provider shall be responsible for monitoring and maintaining current, continuous Five Year certification. Per State of California C.C.R. Title 19, NFPA25 and local authority requirements, services shall include but not be limited to a full inspection of system and

water flows, such as: Sprinklers, Hangers, Seismic Braces, Pipes and Fittings both in accessible ,concealed spaces and under exposed ceilings, wet sprinkler and combination standpipe, internal obstruction(s), fire department connection and backflush, interior space of check valve(s), water flow and tamper switch function, operation of control valve(s), flow test at each riser. Currently, all facilities Five Year certifications overlap each other.

Service Provider shall notify the Facilities Maintenance Supervisor within 90 days of expiration when a Fire Sprinkler System is due for a Five Year Automatic Fire Sprinkler and Stand Pipe Inspection and Test.

***Five Year Certification shall be quoted separately from this contract.**

6. **Halon and Ansul Systems:** Service Provider shall be responsible for inspecting Halon and Ansul Systems annually in order to maintain current certification. Service Provider shall coordinate inspections with the Facilities Maintenance Supervisor for recertification.

There is (1) Halon System at the Alameda Police Station. There are (2) Ansul Systems at the Mastick Senior Center Kitchen.

Service Provider shall notify the Facilities Maintenance Supervisor within 90 days of expiration when a Halon or Ansul System is due for a recertification.

DETAILED SCOPE OF SERVICES REQUIREMENTS

All services shall comply with applicable local City of Alameda, CFC, UL and NFPA requirements.

Inspection, Testing and repair to the **Water-Based Fire Protection System** or **Fire Alarm System** shall meet current National Fire Protection Administration (NFPA) guidelines. **This includes Title 19 reporting requirements.** At the end of any inspection of a building facility, the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor within forty eight (48) hours or five (5) business days detailing any Fire Protection System or Fire Alarm System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

Any repair or installation of additional equipment to the **Intrusion** and **Panic System** shall conform to the manufacturer's recommendations and specifications. If the Service Provider is called out to perform an inspection of the Intrusion or Panic System the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor forty eight (48) hours or five (5) business days detailing any Intrusion or Panic System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

Any repair to the **Halon** or **Ansul Systems** shall meet current National Fire Protection Administration (NFPA) guidelines. At the end of any inspection of a building facilities **Halon** or

Ansul System, the Service Provider shall deliver or email a copy of the referenced report to the Facilities Maintenance Supervisor within forty eight (48) hours or five (5) business days detailing any Halon or Ansul System deficiencies, and what steps are needed for correction. Service Provider shall also immediately follow up with a quote for necessary repair(s).

Report Delivery Location (email preferred):

Gerardo Torres
Facilities Maintenance Supervisor
Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94542
gtorres@alamedaca.gov

ALARMS TRANSITION AND CONTRACT MANAGEMENT PLAN

Within fifteen (15) working days after notification of award, Service Provider shall meet with the Facilities Maintenance Supervisor, discuss and provide the Alarms Transition and Contract Management Plan, which shall include but not be limited to:

- Service transition from current provider to new Service Provider.
- A schedule indicating which site specific services are to be performed for the duration of the contract. This shall aide the Facilities Maintenance Supervisor in coordinating building access.
- Service Providers record keeping system.
- Service Providers Title 19 reporting and filing system.
- Service Providers communication plan for uniform reporting of deficiencies and quotations.
- Service Providers sample monitoring log, or monitoring data form.

PROJECT REQUIREMENTS

Safety: Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with services and shall comply with all applicable safety guidelines and industry standards. This includes but is no limited to all reasonable precautions for safety of the public, property tenants, service provider's employees, service provider's subcontractors, City of Alameda employees, and other person on or about the property site.

Licenses: The Service Provider shall maintain a valid C-10 and C-16 license, be certified to work on all panels listed by the City of Alameda and shall only have qualified staff perform all work.

Inspections and Tests: Service Provider must perform inspection and testing services during normal working days and business hours, which are defined as Monday through Friday,

7:00 a.m. to 5:00 p.m. (except scheduled holidays). The Service Provider shall notify the City of Alameda's Building Maintenance Supervisor at least forty eight (48) hours in advance of any unscheduled or inspections, tests or repairs.

Service Call Outs:

- **Regular Service Call Outs** shall be performed during the business hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Regular Service Call Outs are considered a need for non-emergency service where the Service Provider shall dispatch a technician to arrive on site within forty eight hours (48) or two (2) business days of the request for service. For detailed Regular Service Call Out time parameters, reference Page 25, Call Outs, Item No.1.
- **After Hour & Emergency Service Call Outs** shall be considered as an immediate need for service where the Service Provider shall dispatch a technician to arrive on site within four (4) hours of the request. After Hour and Emergency Call Outs are requests for service outside of normal business hours which include weekends. For detailed After Hour and Emergency Service Call Out time parameters, reference Page 25, Call Outs, Item No.2.

Reporting: Service Provider shall be responsible, at no additional cost to the City, for executing all paperwork to the State of California and any other authorities or agencies having jurisdiction as necessary. Reporting includes Title 19 requirements. Service Provider is required to maintain inspection reports/logs on site, near or around the Fire Alarm Control Panel (FACP) and deliver or email to Facilities Maintenance Supervisor. More information in "DETAILED SCOPE OF SERVICES REQUIREMENTS" for the post inspection report delivery process. Provider shall develop and maintain a database of alarm panel locations, manufacturers and models including all existing alarms systems and/or new alarms that are requested to be added as Extra Work to this contract. Appendix B may be used for reference.

Billing and Invoices: Service Provider shall include all labor, materials, transportation, truck charges, service equipment, employee safety equipment, supervision, applicable taxes, and all other materials required, under this Agreement.

Payment for work done under the contract shall be made on the basis of the Service Provider's Agreement (See Appendix C). Payment for work done shall be made on a monthly basis for the previous month's work. Service Provider shall submit a monthly bill. The value of any work not completed or not satisfactorily completed as determined by the Public Works Superintendent or designee, shall be deducted from the payment for that month's work. In the event the contract includes a partial month, the Service Provider shall receive payment on pro-rata basis for the work completed. In the event that additional areas of work are added, payment will be made for the increased area prorated on the basis of the added area and the time remaining on the contract.

Invoices shall be mailed to:

Attn: Becka Merchant
Administrative Assistant
City Hall West - Public Works Department
950 West Mall Sq. Ste 110
Alameda, CA 94501

Invoices shall also be emailed to:

rmerchant@alamedaca.gov
gtorres@alamedaca.gov

Item	Facility	Address	Approximate Square Footage	Floors
1	City Hall	2263 Santa Clara Ave	36,686	3
	City Hall consists of three floors and an accessible attic. An elevator is accessible to all floors. There is an Intrusion Alarm at Finance Room #220 only. There are panic devices throughout the facility. This zone list is located in the FACP room on the first floor. There is also a Fire Alarm System and Fire Sprinkler System.			
2	Police Station	1555 Oak St	35,184	3
	APD is a three story 24 hour occupied facility consisting of break rooms, restrooms, locker and shower rooms, offices, conference rooms, firing range, weight room and lobby and an elevator. There is also a Fire Alarm System and Fire Sprinkler System. The Alameda Police Department is the only City facility that is equipped with a Halon system, which requires continuous annual certification.			
3	Police Evidence	1851 Monarch St		1
	Police evidence is a single story building consisting of two wings, including several rooms and outdoor storage areas. There is an Intrusion and Fire Alarm System.			
4	Main Library	1550 Oak St	47,500	3
	The Main Library is a three story facility consisting of break rooms, restrooms, offices, conference rooms, a lobby and an elevator. There is a roof top penthouse containing the HVAC air handler Domestic equipment. There is a Fire Alarm System a Fire Sprinkler System and an Intrusion Alarm System.			
5	West End Library	788 Santa Clara Ave	3,400	1
	The West End Library is a single story facility consisting of restrooms, offices, conference rooms, a lobby and a basement. There is a Fire Alarm System and a Panic System.			
6	Bay Farm Island Library	3221 Mecartney Ave	2,700	1
	The Bay Farm Island Library is a single story facility consisting of restrooms, offices, a lobby and an attic where HVAC equipment is installed. There is a Fire Alarm System and a Panic System.			
7	ARPD Admin Bldg	2226 Santa Clara Ave	6,286	1
	The ARPD Administration Building is a single story facility consisting of restrooms, offices, a lobby and a basement where HVAC equipment is installed. There is an Intrusion System.			
8	Carnegie Bldg	2264 Santa Clara Ave		3
	The Carnegie Building is a three story facility consisting of restrooms, a foyer and a basement. There is a Fire Alarm and Intrusion System.			
9	Veterans Bldg	2203 Central Ave	39,051	3
	The Veterans Building is a three story facility including an attic where HVAC air handler equipment located. There are no duct sensors on this system. The facility consists of restrooms, offices, conference rooms, a decommissioned kitchen, foyer and an elevator. There is a Fire Alarm System.			
10	Mastick Senior Center	1155 Santa Clara Ave	26,000	1
	Mastick Senior Center is a single story facility including an attic where IT equipment located. The facility consists of restrooms, offices, conference rooms, a two kitchens and a lobby. There is a Fire Alarm System. Mastick Senior Center is the only City Facility that is equipped with an Ansul System, which requires annual inspection and testing.			
11	BayPort Rec Bldg	301 Jack London Ave	2,100	1
	Bay Port Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
12	O'Club	641 W Redline Ave	28,538	1
	The Officers Club is a single story facility. The facility consists of restrooms, offices, multipurpose rooms and a decommissioned Kitchen. There is a Fire Alarm System.			
13	Alameda Gymnasium	1101 W Redline Ave	36,660	1
	The Alameda Gymnasium is a single story facility. The facility consists of multipurpose courts, restrooms, offices, and storage rooms. There is a Fire Alarm System.			
14	City Hall West	950 W Mall Sq	47,945	2
	City Hall West is a two story facility with an elevator. The facility consists of offices, restrooms, storage rooms and a first floor mechanical room where a boiler system and domestic hot water system is installed. There is a Fire Alarm System.			
15	Bldg 2 Wing 2	1025 W Midway St		2

	Building 2 Wing 2 is a two story facility. The facility consists of general storage area on the first floor, which has an Intrusion System. The second floor consists of AT&T telephone equipment which is also monitored by an Intrusion System.			
16	Maintenance Service Center	1616 Fortmann Wy	24,407	1
	The Maintenance Service Center is a single story facility. The facility consists of general storage areas, restrooms, showers, offices, garage space and shops. There is a Fire Alarm, Intrusion System and Panic System.			
17	Alameda Fleet Services	2040 Grand St	8,743	1
	Alameda Fleet Services is a single story facility. The facility consists of general storage areas, restrooms, offices, garage space and a general shop area. There is a Fire Alarm System.			
18	Civic Center Parking Garage	1416 Oak St	90,000	6
	The Civic Center Parking Garage is a six story facility. The facility consists of general parking area, an elevator, two stairwells, electric vehicle charging stations and an Electrical Room where the FACP and facility panel boards are located. There is a Fire Alarm System and Fire Sprinkler System.			
19	Emergency Operations Center	1809 Grand St	1,995	2
	Fire Station #3	1625 Buena Vista Ave	7,306	2
	(Both facilities located on single parcel)			
	The Emergency Operations Center and Fire Station #3 are two separate facilities with two separate address located on one parcel. The EOC is a two story facility with an elevator, restrooms, showers, meeting rooms and IT closet. Fire Station #3 is a two story facility with restrooms, showers, dormitories, shop space, garage space, kitchen, weight room and IT closet. There is a Fire Sprinkler System at each facility. The Fire Alarm Control Panel is located on the first floor of the EOC and monitors both facilities.			
20	Fire Station #4	2959 Mecartney Ave	11,234	1
	Fire Station #4 is a single story facility with restrooms, showers, dormitories, shop space, office space, weight room, garage space, and kitchen. There is a Fire Alarm System.			
21	Fire Station #5 - Wing of Bldg 6	950 W Ranger Ave	18,250	1
	Building 6, Fire Training Center, is a wing of Building 6 used by the Alameda Fire Department. This is a single story facility with restrooms, shop space, office space, weight room, garage space, and noncommercial kitchen. There is a Fire Alarm System.			
22	Public Works - Wing of Bldg 6	950 W Ranger Ave	18,250	1
	Building 6, Public Works, is a wing of Building 6 used by the Public Works Department. This is a single story facility with restrooms, general storage space for our divisions of Facilities, Sewer, Storm, Fleet, Street Lights, Traffic Signal, Plumbing and Signs. There is a Fire Alarm System.			
23	Krusi Park Rec Center	933 Mound St	2,676	1
	Krusi Park Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
23	Godfrey Park Rec Center	933 Mound St	2,676	1
	Godfrey Park Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			
23	Tillman Park Rec Center	220 Auginbaugh Wy	1,000	1
	Tillman Park Recreation Building is a single story facility. The facility consists of restrooms, an office, and a multipurpose room. There is a Fire Sprinkler Standpipe.			
23	Littlejohn Park Rec Center	1401 Pacific Ave	1,370	1
	Littlejohn Recreation Building is a single story facility. The facility consists of restrooms, offices, and a multipurpose room. There is a Fire Alarm System.			

Item	Facility	Address	Approximate Square Footage	Floors	Service	Alarm Type	Alarm Panel Mfg	Model Number	Cost Per Year
1	City Hall	2263 Santa Clara Ave	36,686	3	24 Hour Monitoring	Panic Button	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					24 Hour Monitoring	Intrusion Alarms	DSC	Power832/PC5010	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Honeywell & Detection Systems	Silent Knight IntelliKnight 5208, Fire Dact 5 DS9602 (Comm)	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,736.00 -
					Inspections	Annual Automatic Fire Sprinkler			\$ 1,000.00 -
2	Police Station	1555 Oak St	35,184	3	24 Hour Monitoring	Fire Alarms	Honeywell & Detection Systems	Notifier NFS-320, Fire Dact 5 DS9602 (Comm)	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms - Bike Storage	Radionics	Information Not Available at this time	\$ 600.00 -
					24 Hour Monitoring	Cellular Fire (SWAT)	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,927.00 -
					Inspections	Annual Automatic Fire Sprinkler	Fike	NOVEC 1230 Model SHP PRO (10-063 Series)	\$ 1,000.00 -
					Inspections	Clean Agent Fire Suppression			\$ 1,097.00 -
3	Police Evidence	1851 Monarch St		1	24 Hour Monitoring	Cellular Intrusion	Bosch	B8512G	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Bosch (ON) & Cerberus Pyrotechnics (OFF)	B8512G (ON) & CP400 (OFF)	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 548.00 -
4	Main Library	1550 Oak St	47,500	3	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ 600.00 -
					24 Hour Monitoring	Intrusion Alarms	Telguard	TG-7FS and TG-KIT	\$ 450.00 -
					24 Hour Monitoring	Cellular Intrusion	Information Not Available at this time	Information Not Available at this time	\$ 150.00 -
					24 Hour Monitoring	Fire Alarms	Siemens	MXL-IQ	\$ 450.00 -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ 150.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 3,454.00 -
					Inspections	Annual Automatic Fire Sprinkler			\$ 1,000.00 -
5	West End Library	788 Santa Clara Ave	3,400	1	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Fire Lite Alarms Inc	ES-200, Simplex 2080-9024 (4Ch Comm), Fire Dact 5 DS9602 (Comm)	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 724.00 -
6	Bay Farm Island Library	3221 Mecartney Ave	2,700	1	24 Hour Monitoring	Panic Alarms	NOT FUNCTIONAL	NA	\$ 450.00 -
					24 Hour Monitoring	Cellular Intrusion	Digital Monitoring Products	XT30 (NOT FUNCTIONAL)	\$ 150.00 -
					24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight InterliKnight 5700	\$ 450.00 -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ 150.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,313.00 -
7	ARPD Admin Bldg	2226 Santa Clara Ave	6,286	1	24 Hour Monitoring	Intrusion Alarms	First Alert	1600C	\$ 600.00 -
8	Carnegie Bldg	2264 Santa Clara Ave		3	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,750.00 -
9	Veterans Bldg	2203 Central Ave	39,051	3	24 Hour Monitoring	Fire Alarms	Fire Lite Alarms	MS-9200	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,680.00 -
10	Mastick Senior Center	1155 Santa Clara Ave	26,000	1	24 Hour Monitoring	Cellular Panic Alarms	NOT FUNCTIONAL	NA	\$ 600.00 -
					24 Hour Monitoring	Cellular Intrusion	Telguard	TG-7FS and TG-KIT	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Fire-Lite Alarms	MS-9200UD	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,586.00 -
					Inspections	Ansul	Range-Guard	RG-2.5G	\$ 2,183.00 -
11	BayPort Rec Bldg	301 Jack London Ave	2,100	1	24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 950.00 -
12	O'Club	641 W Redline Ave	28,538	1	24 Hour Monitoring	Intrusion Alarms	Ademco Honeywell	Resideo Vista 20P	\$600.00 -
					24 Hour Monitoring	Fire Alarms	Zoned - Honeywell & DMP	Silent Knight SK 5395 & XR200	\$ 600.00 -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$2,880.00 -
13	Alameda Gymnasium	1101 W Redline Ave	36,660	1	24 Hour Monitoring	Intrusion Alarms	Honeywell	Vista	\$600.00 -
					24 Hour Monitoring	Fire Alarms	Zoned - Honeywell & DMP	Silent Knight SK 5395 & XR200	\$ 450.00 -
					24 Hour Monitoring	Cellular Fire	Information Not Available at this time	Information Not Available at this time	\$ 150.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,885.00 -
14	City Hall West	950 W Mall Sq	47,945	2	24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight IntelliKnight 5820 / SD500-FRCM / Annunciator Model 5860	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 2,436.00 -
15	Bldg 2 Wing 2	1025 W Midway St		2	24 Hour Monitoring	Intrusion Alarms	DSC	MAXSYS	\$ 600.00 -
16	Maintenance Service Center	1616 Fortmann Wy	24,407	1	24 Hour Monitoring	Panic Alarms	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					24 Hour Monitoring	Intrusion Alarms	First Alert	1600C	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight 5808	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 938.00 -
					Inspections	Annual Automatic Fire Sprinkler			\$500.00 -
17	Alameda Fleet Services	2040 Grand St	8,743	1	24 Hour Monitoring	Cellular Intrusion	Honeywell	320P1	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,000.00 -
18	Civic Center Parking Garage	1416 Oak St	90,000	6	24 Hour Monitoring	Fire Alarms	Honeywell	Silent Knight 6808	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 538.00 -
					Inspections	Annual Automatic Fire Sprinkler			\$ 538.00 -
19	Emergency Operations Center	1809 Grand St	1,995	2	24 Hour Monitoring	Fire Alarms	Honeywell	Notifier NFS-320	\$ 600.00 -
	Fire Station #3	1625 Buena Vista Ave	7,306	2	Inspections	Annual Automatic Fire Sprinkler			\$ 1,000.00 -
	(Both facilities located on single parcel, connected panel)				Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,843.00 -
20	Fire Station #4	2959 Mecartney Ave	11,234	1	24 Hour Monitoring	Fire Alarms	Potter	PFC Series XM1-1580	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 372.00 -
21	Fire Station #5 - Wing of Bldg 6	950 W Ranger Ave	18,250	1	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ 300.00 -
					24 Hour Monitoring	Fire Alarms	DSC	MAXSYS	\$ 300.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1000.00 -
22	Public Works - Wing of Bldg 6	950 W Ranger Ave	18,250	1	24 Hour Monitoring	Intrusion Alarms	Information Not Available at this time	Information Not Available at this time	\$ 600.00 -
					24 Hour Monitoring	Fire Alarms	DSC	Power832 (PC5010)	\$600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$1,000.00 -
23	Krusi Park Rec Center	933 Mound St	2,676		24 Hour Monitoring	Fire Alarms	Autocall	4007ES	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$ 1,265.00 -
24	Godfrey Park Recreation Center	281 Beach Rd	1,500		24 Hour Monitoring	Fire Alarms	Honeywell	FireLite ES-50X	\$ 600.00 -
					Inspections	Semi Annual & Annual Fire Alarm System			\$1,325.00 -

25	Tillman Park Recreation Center	220 Auginbaugh Wy	1,000		Inspections	Annual Automatic Fire Sprinkler	Information Not Available at this time	Information Not Available at this time	\$ 500.00	-
26	Littlejohn Recreation Center	1401 Pacific Ave.	1,370		24 Hour Monitoring	Fire Alarms	Information Not Available at this time	Information Not Available at this time	\$ 600.00	-
					Inspections	Semi Annual & Annual Fire Alarm System			\$1,200.00	-
Total Cost for Annual Services									\$67,368.00	-

Item	Call Outs	Hourly Rate
1	Regular Service	\$ 200 -
	2 Hour Minimum	
	Monday-Friday, 7:00 AM - 5:00 PM	
2	After Hours and Emergency	\$ 400 -
	4 Hour Minimum	
	7 Days/Wk, Before 7:00 AM and After 5:00 PM	

Item	5 Year Automatic Fire Sprinkler and Stand Pipe Inspections and Tests	Rate
1	City Hall	\$ 2,800.00 -
2	Police Station	\$ 2,800.00
3	Main Library	\$ 2,800.00
4	Maintenance Service Center	\$ 1,400.00
5	Civic Center Garage	\$ 2,800.00
6	Emergency Operations Center	\$ 2,800.00
7	Tillman Park	\$ 1,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2025

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

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

PRODUCER License # 0C36861 Los Angeles-Alliant Insurance Services, Inc. 333 S Hope St Ste 3700 Los Angeles, CA 90071	CONTACT NAME: LASpec Certs PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: LASpecCerts@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Tri-Signal Integration, Inc. 28110 Avenue Stanford, Unit C&D Santa Clarita, CA 91355	NAIC # 20508 35289

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		7092708087	7/15/2025	7/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BUA 7092711586	7/15/2025	7/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUE 7092711653	7/15/2025	7/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 792709563	7/15/2025	7/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability evidenced herein are primary and Non-Contributory other insurance available to the Additional Insured, but only in accordance with the policy provisions. Waiver of Subrogation applies as required by contract in accordance with the policy provisions of the Workers' Compensation policy. Cancellation notice will be delivered to the certificate holder in accordance with the provisions of the General Liability policy.

Initial
 Lc

9/3/2025

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:

**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

1. The **bodily injury** or **property damage**; or
 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**CNA PARAMOUNT****Cancellation / Nonrenewal – California**

Wherever used in this endorsement: 1) Insurer means "we", "us", "our" or the "Company" as those terms may be defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) "Insureds" means all persons or entities afforded coverage under the policy.

Any cancellation, nonrenewal or termination provisions in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NONRENEWAL**A. CANCELLATION**

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for less than sixty (60) days and is not a renewal the Insurer may cancel the policy for any reason by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record. The notice of cancellation will be provided at least sixty (60) days prior to the effective date of cancellation except that in the case of cancellation for nonpayment of premiums the notice will be given no less than ten (10) days prior to the effective date of the cancellation.
3. If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.
 - b. A judgment by a court or an administrative tribunal that the Named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.
 - c. Discovery of fraud or material misrepresentation by either of the following:
 - (1) The Named Insured or Insured(s) or a representative of same in obtaining the insurance; or
 - (2) The Named Insured or his or her representative in pursuing a claim under the policy.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the Named Insured or Insured(s) or a representative of same, which materially increase any of the risks insured against.
 - e. Failure by the Named Insured or Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Named Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - f. A determination by the commissioner that the loss of, or changes in, the Insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.
 - g. A determination by the commissioner that a continuation of the policy coverage would place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.
 - h. A change by the Named Insured or Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

A notice of cancellation will be in writing and will be delivered or mailed to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium, notice shall be given no less than ten (10) days prior to the effective date of cancellation.



**CNA PARAMOUNT****Cancellation / Nonrenewal – California**

4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. PREMIUM REFUND

If this policy is cancelled, the Insurer will send the Named Insured any premium refund due. If the Insurer cancels the refund will be pro rata. If the Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if the Insurer has not made or offered a refund.

C. NONRENEWAL

1. The Insurer can non-renew the policy by giving written notice to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days but not more than one hundred twenty (120) days before the expiration date.
2. The notice of nonrenewal will state the actual reason for nonrenewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. A notice of nonrenewal will not be required in any of the following situations:
 - a. The transfer of, or renewal of, a policy without change in its terms or conditions or the rate on which the premium is based between insurers that are members of the same insurance group.
 - b. The policy has been extended for ninety (90) days or less, if the notice required has been given prior to the extension.
 - c. The Named Insured has obtained replacement coverage or has agreed, in writing, within sixty (60) days of the termination of the policy, to obtain that coverage.
 - d. The policy is for a period of no more than sixty (60) days and the Named Insured is notified at the time of issuance that it may not be renewed.
 - e. The Named Insured requests a change in the terms or conditions or risks covered by the policy within sixty (60) days prior to the end of the policy period.
 - f. The Insurer has made a written offer to the Named Insured, within the prescribed time period, to renew the policy under changed terms or conditions or at a changed premium rate, where the increase is more than 25%. As used herein, "terms or conditions" includes, but is not limited to, a reduction in limits, elimination of coverages, or an increase in deductibles.
5. In the case of conditional renewal, failure of the Named Insured to satisfy conditions provided by the Insurer for renewal, by the expiration date of the policy or sixty (60) days after mailing or delivery of such notice, whichever is later, the conditional renewal shall be treated as an effective nonrenewal.

D. CONDITIONAL RENEWAL

1. If the policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:
 - a. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the Named Insured or Insured(s) which materially increase any of the risks or hazards insured against.
 - b. Failure by the Named Insured or Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
 - c. A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.

CNA62814CA (7-20)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: TRI-SIGNAL INTEGRATION, INC.

Policy No: 7092708087

Endorsement No: 19

Effective Date: 7/15/2025

**CNA PARAMOUNT****Cancellation / Nonrenewal – California**

- d. A change by the Named Insured or Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risk, a materially increased risk, or a materially changed risk, unless the added, increased, or changed risk is included in the policy.
- 2. A written notice will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer, and the producer of record at least sixty (60) days prior to the effective date of any increase, reduction or change.
- 3. The notice will state the effective date of, and the reasons for, the increase, reduction or change
- 4. If notice is mailed, proof of mailing will be sufficient proof of notice.

E. ADDITIONAL PROVISIONS

- 1. Solely with respect to coverage for real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit:
 - a. The Insurer shall not cancel or refuse to renew such coverage existing on the date the Insurer elected to become an associate participating insurer after an offer of earthquake coverage is accepted solely because the insured has accepted that offer of earthquake coverage; and
 - b. The Insurer shall not cancel such coverage unless the policy is properly canceled pursuant to Paragraph A above; and
 - c. The Insurer may not cancel or non-renew this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, the Insurer shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- d. If the Insurer elects not to renew this policy, the Insurer will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured, and to the producer of record, at the mailing address shown in the policy, at least 75 days, but not more than 120 days, before the expiration or anniversary date. The Insurer may elect not to renew such coverage for any reason, except as provided in e., f. and g. below. If the Insurer fails to give the first Named Insured notice of nonrenewal at least 75 days prior to the policy expiration, as required in the paragraph above, this policy, with no change in its terms and conditions, shall remain in effect for 75 days from the date that the notice of nonrenewal is delivered or mailed to the Named Insured. A notice to this effect shall be provided by us to the first Named Insured with the notice of nonrenewal.
- e. The following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. The Insurer may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons apply:
 - i. The policy is terminated by the Named Insured;
 - ii. The policy is refused renewal on the basis of sound underwriting principles that relate to the coverages provided by the policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - iii. The Commissioner of Insurance finds that the exposure to potential losses will threaten the solvency of the Insurer or place the Insurer in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which the Insurer makes claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least twenty-five percent (25%) for payment of those claims; or
 - iv. The Insurer has lost or experienced a substantial reduction in the availability or scope of reinsurance coverage or a substantial increase in the premium charged for reinsurance coverage for its residential property insurance policies, and the Commissioner of Insurance has approved a plan for



**CNA PARAMOUNT****Cancellation / Nonrenewal – California**

the nonrenewals that is fair and equitable, and that is responsive to the changes in the Insurer's reinsurance position.

- f.** If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, the Insurer may not cancel or non-renew this policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, the Insurer may cancel or non-renew:

- (1)** When the Named Insured has not paid the premium at any time and the Insurer lets the Named Insured know at least 10 days before the date cancellation takes effect;
 - (2)** If willful or grossly negligent acts or omissions by the Named Insured, or his or her representatives, are discovered that materially increase any of the risks insured against;
 - (3)** If losses unrelated to the post-disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (4)** If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable
- g.** If this policy contains an exclusion barring coverage for the peril of corrosive soil conditions, the Insurer shall not cancel or refuse to renew the policy solely because corrosive soil conditions exist on the location.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

- 1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the **"accident"** for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers’ Compensation Insurance G. Recovery From Others** and **Part Two - Employers’ Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)
Endorsement Effective Date:
Endorsement No: 2; Page: 1 of 1
Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 92709563
Policy Effective Date: 07/15/2025
Policy Page: 37 of 52