

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 REX MOORE GROUP INC, a California Corporation whose address is 6001 Outfall Circle, Sacramento, CA 95828, 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: On-call maintenance, repair, monitoring and inspections for existing fire alarm systems in City-owned or controlled property at Alameda Point and other select locations throughout Alameda. City staff issued an RFP on March 7, 2025 and after a submittal period of twenty-four (24) days received six (7) timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider(s) that best meet the City’s needs.

C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

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 On-call maintenance, repair, monitoring and inspections for existing fire alarm systems, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, 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 ____ day of _____ 2025, and shall terminate on the 31st day of August 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 Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit 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 Exhibit A 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 Exhibit A.

b. The total five-year compensation for this Agreement shall not exceed \$150,000.

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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.

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

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

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
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Annie Cox
Ph: (510) 747-6893 / Email: acox@alamedaca.gov

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

Rex Moore Group Inc.
6001 Outfall Circle,
Sacramento, CA 95828
ATTENTION: Jason Blum
Ph: (916) 372-1300 / Email: jason.blum@rexmoore.com cc
jeremy.grosser@rexmoore.com

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

City of Alameda
Base Reuse and Economic Development
950 West Mall Square Suite 205
Alameda, CA 94501
ATTENTION: Alexis Krieg
Ph: (510) 747-6890 / Email: akrieg@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 exhibits 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.

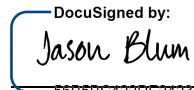
30. CONTROLLING AGREEMENT:

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 exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

REX MOORE.
a California corporation

DocuSigned by:

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Jason Blum
President

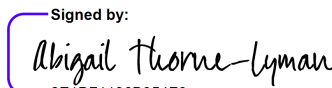
CITY OF ALAMEDA
a municipal corporation

Jennifer Ott
City Manager

Signed by:

BC32D25A469A41F...
Jeremy Grosser
Principal

RECOMMENDED FOR APPROVAL

Signed by:

2E1D71136B954F6...
Abigail Thorne-Lyman
Base Reuse and Economic Development
Director

APPROVED AS TO FORM:
City Attorney

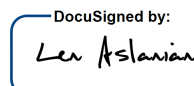
DocuSigned by:

766D26E30B19464...
Len Aslanian
Assistant City Attorney

Exhibit A

REXMOORE

CITY OF ALAMEDA

On Call Maintenance, Repair, Monitoring and/or Annual Inspection Services for Existing Fire Alarm Systems Proposal

James Bannister, Field Services Manager

April 1, 2025





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Cover Letter

April 1, 2025

City of Alameda

Base Reuse and Economics Development Department
950 West Mall Square, Suite 205 Alameda, CA94501

Annie Cox: Project Manager

Subject: Proposal for Fire Alarm System Maintenance & Services

Dear Annie,

Rexmoore is pleased to submit this proposal in response to the City of Alameda's Request for Proposals (RFP) dated March 7, 2025, for fire alarm system maintenance and services. Rexmoore has built a strong reputation as a trusted provider of high-quality fire alarm solutions, ensuring safety, compliance, and operational efficiency for both public and private sector clients.

We acknowledge Addendums 1 and 2 and appreciate the opportunity to participate in this important initiative.

As a leading fire alarm contractor, Rexmoore has successfully delivered projects of similar size, scope, and complexity, consistently meeting and exceeding client expectations. Our Bay Area operations are supported by a team of highly trained professionals and a fully equipped warehouse, allowing us to provide efficient, responsive, and reliable service to the City of Alameda.

Why Rexmoore?

- **Proven Expertise** – UL-certified with over 25 years of experience in fire alarm system design, testing, installation, maintenance, and compliance services.
- **Demonstrated Performance** – A strong track record of delivering successful fire alarm projects for municipalities, commercial facilities, and high-occupancy buildings.
- **Technical Excellence** – A team of certified technicians trained in the latest NFPA codes, state regulations, and industry best practices.
- **Commitment to Safety & Compliance** – Stringent adherence to local, state, and national fire safety regulations to ensure full code compliance and peace of mind.
- **Reliable Infrastructure** – A fully stocked shop and storage facility to support rapid response times and minimize project delays.

Rexmoore is confident in our ability to deliver a robust, cost-effective, and compliant fire alarm solution tailored to the City's needs. We welcome the opportunity to discuss this proposal further and look forward to contributing to the safety and security of Alameda's facilities.

Thank you for your time and consideration. Please feel free to contact me at your convenience should you have any questions or require additional information.

Sincerely,

James Bannister

Technical Services Manager, Fire Alarm Division
Rexmoore
Phone:(916) 508-0906
Email:james.bannister@rexmoore.com

Statement of Qualifications Continued

A. Organizational Size, Stability, and Capacity

Rexmoore has been a trusted provider of fire alarm system installation and servicing demonstrating long-term stability and expertise in the industry. The company has built a strong reputation for delivering high-quality fire protection solutions, ensuring compliance with local, state, and national safety regulations.

Company Overview:

- **Years in Operation:** Proudly serving clients for 100 years, delivering excellence and reliability in every project.
- **Total Employees:** Rexmoore employs over 50 skilled professionals' company-wide, with 8 fire alarm service employees dedicated to the Bay Area region, which will provide the services outlined in the RFP.
- **Shop & Storage Facilities:** Rexmoore maintains a fully equipped 20-thousand-foot warehouse with a comprehensive inventory of fire alarm system components, tools, and spare parts. This facility enables timely service delivery and minimizes project delays.

C. Litigation, Bankruptcy, or Disqualification History

Rexmoore has a strong track record of integrity and compliance within the fire protection industry.

- **Litigation:** Rexmoore has not been involved in any litigation related to performance or contract disputes that would impact its ability to fulfill this project.
- **Bankruptcy/Reorganization:** Rexmoore has never filed for bankruptcy or undergone any financial reorganization.
- **Disqualification/Removal from Government Projects:** No officer, employee, or proprietary stakeholder of Rexmoore has ever been disqualified, removed, or prevented from participating in any federal, state, or local government projects due to violations of law or safety regulations.

Conclusion

Rexmoore is committed to providing top-tier fire alarm installation, maintenance, and support services to ensure the highest levels of safety and compliance. With decades of experience, a strong financial standing, and a dedicated team, we are well-positioned to deliver exceptional results for the City's fire alarm system needs. We welcome the opportunity to further discuss how Rexmoore can support this project and exceed expectations.

Statement of Qualifications Continued

Scope of Service

The following is Rexmoore's best practices for fire alarm system service, maintenance, and reporting to ensure compliance with NFPA codes, local regulations, and industry standards. Additionally, it includes guidance on utilizing BuildingReports.com for accurate documentation and compliance tracking.

1. Fire Alarm System Service Best Practices

2. Dedicated Support for the City of Alameda

To ensure seamless communication and exceptional service, we will assign a dedicated single point of contact project manager to oversee all aspects of this project. Additionally, a dedicated administrator will handle scheduling, reporting, and documentation, while a dedicated lead technician will be assigned to ensure consistent, high-quality maintenance and service delivery. This team will work closely with the City to provide timely responses, proactive support, and rapid resolution of any issues.

2.1 Regular Maintenance & Inspection

- Conduct U.L. certified quarterly, semi-annual, and annual inspections per NFPA 72 and local requirements.
- Test all system components, including:
 - Smoke & heat detectors
 - Pull stations
 - Notification appliances (horns, strobes, speakers)
 - Control panels and power supplies
 - Emergency communication systems
- Ensure all batteries are tested and replaced as needed.
- Verify all detectors are free of dust, debris, or obstruction.
- Perform sensitivity testing for smoke detectors at required intervals.

2.2 System Testing & Documentation

- Conduct a functional test of the entire fire alarm system per NFPA 72.
- Utilize BuildingReports.com to document:
 - Test results and pass/fail status.
 - Device locations and conditions.
 - Compliance reports accessible to AHJs (Authorities Having Jurisdiction).
- Address and resolve any deficiencies promptly.

2.3 Emergency & Troubleshooting Procedures

- Establish a 24/7 emergency response protocol for system failures.
 - Train personnel on common troubleshooting steps:
 - Resetting the fire alarm panel.
 - Identifying trouble signals and faults.
 - Coordinating with monitoring stations.
 - Keep a supply of spare parts and replacement components on-site.
-

3. Compliance & Reporting with BuildingReports.com

3.1 Overview of BuildingReports.com

BuildingReports.com is a cloud-based platform used for fire and life safety system inspection reporting. It ensures digital record-keeping, automated compliance tracking, and remote access to inspection data.

Statement of Qualifications Continued

3.2 Key Features for Fire Alarm Services

- **Mobile Inspections:** Technicians can log test results in real-time using handheld devices.
- **Automated Reports:** Generate detailed compliance reports instantly.
- **Historical Data Storage:** Maintain a secure digital archive of past inspections.
- **Deficiency Tracking:** Document failed devices and corrective actions taken.
- **AHJ Compliance Access:** Fire marshals and inspectors can view reports remotely.

3.3 Best Practices for BuildingReports.com Use

- Ensure all technicians are trained on proper data entry and documentation.
 - Upload before-and-after photos of corrected deficiencies.
 - Conduct internal audits to verify report accuracy.
 - Provide customers with a digital copy of inspection results.
-

4. Fire Alarm Service Criteria & Performance Standards

4.1 Service Response Times

- **Emergency Service:** Response within 1 hour.
- **Non-Emergency Repairs:** Address issues within 4 hours.
- **Routine Maintenance:** Scheduled inspections conducted within 30 days of due date.

4.2 Technician Qualifications

- All technicians must be NICET-certified (Level I-III as required).
- All Rexmoore technicians possess the state-required Fire Life Safety Certification
- Ongoing training on NFPA 72, manufacturer updates, and local codes.
- Use of calibrated testing equipment for accuracy.

4.3 Documentation & Compliance

- Maintain detailed service logs for each site.
 - Submit inspection reports via BuildingReports.com within 24 hours of service completion.
 - Ensure compliance with insurance and regulatory agency requirements.
-

5. Conclusion

By adhering to these fire alarm service best practices and leveraging **BuildingReports.com**, service providers can ensure regulatory compliance, system reliability, and enhanced safety for building occupants. Regular training, documentation, and proactive maintenance are critical to maintaining high service standards.

Statement of Qualifications Continued

Project References

The references below highlight the wide range of sites and customers we proudly serve, showcasing our expertise across various industries and environments.

Blue Diamond Growers – 1802 C Street Sacramento, Multi Site campus

Rexmoore provides reliable fire alarm maintenance solutions for the Blue Diamond Growers family of companies through multiple sites, ensuring all facilities meet NFPA 72, state, and local safety standards. Our team delivers proactive system inspections, routine maintenance, emergency repairs, and 24/7 monitoring, helping to protect personnel, assets, and operations while ensuring uninterrupted fire protection across multiple locations.

Current three-year contract Amount: \$180,000.0

Contact: Rich Wheaton
Phone: 916-396-6779

Sutter Hospital Network – 1Medical Plaza Dr. Roseville, CA95661-Multi site locations

Rexmoore is contracted to deliver comprehensive, 24/7 fire alarm services across multiple sites, ensuring continuous protection and compliance. Our services include quarterly testing and inspections, real-time system monitoring, emergency response, and preventive maintenance, all designed to uphold the highest safety standards and operational reliability.

Current three-year contract Amount: \$80,000.0

Contact: Ken Roberts
Phone: 916-719-0599

Raley’s, Bel Aire, Nob Hill – 500Capitol Mall Ave, West Sacramento-Multi site

Our scope of work encompasses a comprehensive 5-year contract for the ongoing maintenance, testing, and monitoring of fire alarm and life safety systems across a multi-building campus. This contract includes routine inspections, preventive maintenance, and rapid response services to ensure continuous system reliability and compliance. Additionally, we provide a 1-hour emergency response time for critical issues and a 4-hour service response time for non-emergency repairs, ensuring minimal disruption and maximum safety for all occupants.

Current three-year contract Amount: \$355,000.0 Contact:

Al Valencia
Phone: 916-849-6924

Cache Creek Casino

Cache Creek Casino Resort, owned by the Yocha Dehe Wintun Nation, is a luxury 659-room resort featuring a world-class casino, full-service spa, multiple dining options, an expansive event center, and a championship 18-hole golf course. As a premier entertainment destination operating 24/7, the resort requires a highly responsive and reliable fire alarm service provider.

Rexmoore is contracted to deliver real-time fire alarm response services, ensuring continuous monitoring, rapid emergency response, and proactive system maintenance to safeguard guests, staff, and critical infrastructure. Our

Statement of Qualifications Continued

Project References

dedicated team provides immediate troubleshooting, inspections, and compliance support, maintaining uninterrupted life safety operations for this high-occupancy facility.

Current five-year contract Amount: \$375,000.0

Contact: Mike Hill

Phone: 530-979-6401

500 Capitol Mall

This iconic high-rise stands as the premier address for Sacramento's most prestigious professional offices, offering an unmatched blend of luxury, innovation, and sustainability. Strategically positioned on Capitol Mall in the heart of Downtown Sacramento's Central Business District, this LEED Platinum Certified, Class A trophy office tower rises 26 stories, delivering best-in-class technology, premium amenities, breathtaking panoramic views, and exceptional service.

Rexmoore is proudly contracted to provide comprehensive fire alarm services, ensuring the highest level of life safety and compliance. Our scope includes 24/7 rapid response, real-time central monitoring, and routine testing and inspections, guaranteeing seamless protection and uninterrupted operations for this landmark property.

Current annual Contract: \$50,000.00

Contact: Phil Bijorni

Phone: 916-496-2179

Statement of Exception

Rexmoore does not take any exception to the project agreement and hereby acknowledges acceptance of all terms, conditions, and requirements as outlined in the contract documents. We are fully committed to delivering the scope of work in compliance with project specifications, industry standards, and all applicable regulations.

Project Pricing

Table 1. Scheduled Maintenance Hourly Rates

Personnel	Hourly Rate During Business Hours ¹	Hourly Rate During Non-Business Hours (<i>Emergency</i>)
Fire Alarm Technician	\$154.00	\$230.00
Minimum Trip Charge	\$65.00	\$ 65.00
Add other items, as applicable ²		

- 1. BusinessHours are 7 AM to 5PM, Monday through Friday, excluding holidays.
- 2. Proposers may also provide their standard rate sheet as an

attachment Standard Material Markup Rate 15%

StandardResponse Time for Non-Emergency: 4-Hours

Standard Response Time for Emergency: 1- Hour

FIRE ALARMMONITORING SERVICES

Provide monitoring and Central Station services of existing fire alarm systems including monitoring alarms, supervisory and trouble signals.

Table 2. Monitoring and Central Station Monthly Rates per Address (System)

Service	Monthly Rateper Address (System)
Monitoring and Central Station	\$65.00
Add other items, as applicable	



DEDMNPT-01

TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2025

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 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Laurie Phirippidis PHONE (A/C, No, Ext): (415) 403-1449 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: lphirippidis@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corp INSURER B: Allied World Assurance Company (U.S.) Inc INSURER C: Berkley Assurance Company INSURER D: INSURER E: INSURER F:	
INSURED Rex Moore Group Inc. 6001 Outfall Circle Sacramento, CA 95828	NAIC # 20095 19489 39462	

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		CLP3756891	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CAP3756893	5/1/2025	5/1/2026	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			03055265	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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		N/A	WC3756890	5/1/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			PCADB50277530525	5/1/2025	5/1/2026	Ea Claim/Aggregate 2,000,000
C	Pollution Liab.	X		PCADB50277530525	5/1/2025	5/1/2026	Ea Claim/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Building 42, 2480 Monarch Street Project

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers, RiverRock Real Estate Group, LP, LPC West LP, and LPC Commercial Services, Inc. are included as additional insured as respects General Liability on a primary and non-contributory basis, Automobile Liability, and Pollution Liability, per the attached endorsements. Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsement. Excess/Umbrella follows form over GL, Auto and Employers Liability.

DS 8/11/2025
 Le Le 6/30/2025

CERTIFICATE HOLDER

CANCELLATION

City of Alameda c/o RiverRock Real Estate Group 950 West Mall Square, Room 239 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
--	---

POLICY NUMBER: **CLP3756891****COMMERCIAL GENERAL LIABILITY**
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract	As Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: **CLP3756891**

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required by Written Contract	As Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

BITCO GENERAL INSURANCE CORP.

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

**As Required by Written Contract
Subject to policy terms and conditions**

As Required by Written Contract

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Rex Moore Group, Inc.		
Policy Number	CLP3756891	Endorsement No.	000
Policy Period	05/01/25 to 05/01/26	Endorsement Effective Date:	05/01/25
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			


Laurie Philibault
Account Executive

AUTHORIZED REPRESENTATIVE

05/01/25

DATE

BITCO GENERAL INSURANCE CORP.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	Rex Moore Group, Inc.		
Policy Number	CAP3756893	Endorsement No.	000
Policy Period	05/01/25 to 05/01/26	Endorsement Effective Date:	05/01/25
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



AUTHORIZED REPRESENTATIVE

05/01/25

DATE

BITCO GENERAL INSURANCE CORP.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As Required by Written Contract

The premium charge for this endorsement is \$0.00

Named Insured	Rex Moore Group, Inc.		
Policy Number	WC3756890	Endorsement No.	000
Policy Period	05/01/25 to 05/01/26	Endorsement Effective Date:	05/01/25
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			


Laurie Philibidis
Account Executive

AUTHORIZED REPRESENTATIVE

05/01/25

DATE

M. Information Technology Products means a computer or telecommunication hardware or software product or other electronic product that is used, created, developed or manufactured by or for you, including software updates, service packs and other maintenance releases for such products.

N. Information Technology Services means:

1. Consulting on, design of, development of, analysis of, integration of, interface of, modification of and programming of software, hardware, networks, telecommunication systems and electronic or digital devices performed by you or on your behalf for your clients;
2. installation of, training in the use of, support of, servicing of, maintenance of, repair of your **Information Technology Products**;
3. marketing of, selling of, licensing of and distribution of **Information Technology Products**;
4. storage of, warehousing of, mining of and processing of data by you;
5. managing, operating, administering and hosting **Information Technology Products** for your clients; or
6. activities performed on your website(s);

but shall not mean **Information Technology Products**.

O. Insured means:

1. the **Named Insured**; or
2. any fully owned subsidiary corporations or subsidiary limited liability companies of the **Named Insured**, of any tier, in the past, as now constituted or hereafter constituted, subject to the limitations in Paragraph 9. of this Definition for the newly acquired or formed entities described therein; or
3. any present or former partner, director, officer, manager, member, shareholder, principal, trustee, or employee of the **Named Insured** solely while acting on behalf of the **Named Insured**, but this Paragraph 3. shall not make any entity an **Insured** solely because of its participation with the **Named Insured** in a legal entity such as a joint venture or limited liability company; or
4. any **Insured** with regard to its participation in a legal entity, including a joint venture or limited liability company, but solely for the **Named Insured's** legal liability arising out of the performance of **Professional Services, Contractor Activities, Media Activities or Information Technology Services** under the respective legal entity, and such legal entity itself, or any other entity other than an **Insured** that is part of the legal entity, are not **Insureds**; or
5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or
6. any entity which is specifically identified as an **Insured** in the Declarations or by endorsement to this Policy; or
7. the estate, heirs, executors, shareholders, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, or the spouse or legal domestic partner of any **Insured**, but only to the extent such **Insured** would otherwise be provided coverage under this Policy while acting solely on behalf of the **Named Insured**; or
8. any prior entity that has been reported to us prior to when the **First Party Claim** or **Claim** was first made and whose assets, partners, principals, or shareholders were acquired by the **Named Insured**, and for which the **Named Insured** is required to provide liability insurance under a written contract or agreement executed before the **First Party Claim** or **Claim** was first made; or
9. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** in which the **Named Insured** has more than 50% legal or beneficial interest and over which the **Named Insured** exercises management or financial control and has agreed in writing to provide insurance for such