

LAMEDA UNIFIED SCHOOL DISTRICT Excellence & Equity For All Students	CONTRACT #: 2258
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CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

	For					
	REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING"					
	PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST					
	ACCOUNTING ACT ("CUPCCAA") OVER \$60,000 AND UP TO \$200,000					
_	or					
√	REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES <u>UNDER</u> \$60,000 AWARDED PURSUANT TO CUPCCAA					
<u> </u>	THE AIRS, MAINTENANCE ON CONSTRUCTION SERVICES CHEEK 300,000 AWARDED TORSOANT TO COT COAR					
ты	S CONTRACT is made and entered into this $\frac{16\text{th}}{}$ day of $\frac{\text{December}}{}$, $20\frac{22}{}$ ("Contract"), by and between					
	(Contractor) and Alameda Office (District).					
Cor	stractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."					
1.	Contract Price & Services. After the District has issued a Notice to Proceed, the Contractor shall furnish to the District					
	for a total price of <u>forty thousand and zero cents</u> Dollars (\$\frac{40,000.00}{}) ("Contract Price"),					
	the following repairs, maintenance or construction services ("Services" or "Work"):					
	SCOPE OF WORK: All Sites: Electrical Maintenance & Repairs					
	See Exhibit "A" for Time & Materials Rate Sheet					
2.	<u>Payment.</u> Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.					
3.	Site. Contractor shall perform the Work at All Sites, 2060 Challenger Drive, Alameda CA 94501 ("Premises" or "Site").					
	The Project is the scope of Work performed at the Site.					
4.	Contract Time & Liquidated Damages. Work to be completed by Friday, June 30 , 20 23 . ("Contract Time")					
••	Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion					
	schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is					
	understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated.					
	Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages					
	for these incalculable damages, the sum of N/A Dollars (\$ N/A) per day for each and every					
	calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project					
	milestones established pursuant to the Contract.					
5.	Bonds & Insurance.					
	Develope Bond & Devicements Bond. Contractor shall not common so the Work until it has provided to the					
	a. Payment Bond & Performance Bond: Contractor shall not commence the Work until it has provided to the					
	District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an					
	amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in					
	the State of California and otherwise acceptable to the District.					
	CONTRACT PRICE IS LESS THAN \$25,000, THIS IS NOT A REQUIREMENT					
CONTRACT PRICE IS MORE THAN \$25,000, THIS IS A REQUIREMENT						
	PER SCOPE OF WORK, THIS IS NOT A REQUIREMENT					
	b. Insurance: Contractor shall have and maintain in force during the term of this Contract, with the minimum					
	_					
	indicated limits, the following insurance:					
	Commercial Congral Lightlity, with Products and 11,000,000 per acquirences					
	Commercial General Liability, with Products and \$1,000,000 per occurrence;					
	Completed Operations Coverage \$2,000,000 aggregate					

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6.	Project Oversight. Inspection and acceptance of the Work	shall b	e performed by <u>Staff</u> of	the
	Maintenance (MOF) Department of the District.			
7.	<u>Terms & Conditions.</u> The Contractor agrees to comply wit	h the Te	erms and Conditions.	
8.	<u>Contract Documents.</u> The Contract Documents include on	ly the f	ollowing documents, as indicated:	
	Bid Form and Proposal	х	Drug-Free Workplace Certification	
	Bid Bond	X	_ Lead-Product(s) Certification	
	Notice to Proceed		Roofing Contract Financial Interest Certification	
	X Terms and Conditions to Contract		Insurance Certificates and Endorsements	
	X Non-collusion Declaration		Performance Bond	
	X Prevailing Wage Certification		Payment Bond	
	X Workers' Compensation Certification	Х	Exhibit A ("Scope of Work")	
	X Criminal Background Investigation Certification		Plans	
	X Asbestos & Other Hazardous Materials		Work Specifications	
	Certification		[Other]	
	X Smoke-Free Certification		Submittal(s)	
9.	Notice. Any notice required or permitted to be given unde and received if given in writing and either personally deliver. Alameda Unified District		ent by overnight delivery service addressed as folk	
	2060 Challenger Drive		Contractor: Beci Electric, Inc.	
	Alameda, CA 94501 Attn:		8108 Capwell Drive	
	Robbie Lyng, Sr. Director of Construction		Oakland, CA 94621	
Nonty Patterson, Director of Maintenance, Operations & Facilities			Telephone 510-635-1477	
	Telephone: 510-337-7090		ATTN: Rebecca Anderson	

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District		Contractor		
Contract #: 2258		Dated: December 22, 2022, 20		
Monty Patterson Signature:		Signature: Rebecca Anderson		
Print Name: Monty Patterson		Print Name: Rebecca Anderson		
		Print Title: President		
Print Title: <u>Director of Maintena</u> <u>Facilities</u>		Company Name: Beci Electric, Inc.		
Dated: 01/12/2023	, 20	Company Address: 8108 Capwell Drive		
Signature: Shariq Khan (Jan 12, 2023 14:59 PST)				
	_	City, State, ZIP: Oakland, CA 94621		
Print Name: Shariq Khan		Phone Number: 510-635-1477		
Print Title: <u>Assistant Superintendent of Business Services</u> Dated:		Email: rebecca@becielectric.com		
		Federal Employer ID Number: 94-2944614		
		CSLB License Number: 470977		
		PWC Registration Number: 1000000547		
		PWC-100 #:		
Budget Code: 01-8150-0-0000-811 Information regarding Contractor:	10-5671-077-77-0000			
Sole Proprietorship Partnership NOTE: United States Corporation Corporation Limited Liability Company Sole Proprietorship NOTE: United States Corporate of \$600 or m payer. The United State States Corporation payer. The United State States Corporation payer. The United State States Corporation payer. The United States Corporation payer. The United States Corporation payer. The United States Corporation payer.		and/or Social Security Number: 94-2944614 ode, title 26, sections 6041 and 6109 require non-corporate nore to furnish their taxpayer identification number to the		
		tes Code also provides that a penalty may be imposed for expayer identification number. In order to comply with t requires your federal tax identification number or Social hever is applicable.		

TERMS AND CONDITIONS TO CONTRACT

- **1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- **3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
- **5. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
- **6. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

- on school grounds, particularly when children are present.
- 7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- **8. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

- 10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
- **11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- **12. DRUG-FREE / SMOKE FREE POLICY**: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites
- **13. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
- **14. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
- **15. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,
- **16. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- **17. ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- **18. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. **19. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent
- **20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and

of the District.

conditions of this Contract.

- **21. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- **22. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.
- 23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
- 24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

- (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- **25. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
- **26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
- 27. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
- **29. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- **30. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs,

- procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- **31. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- **32. DISPUTES/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.
 - <u>Claim</u>. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:
 - (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
 - (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
 - (3) Payment of an amount that is disputed by the District.
 - Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.
 - Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

- declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.
- Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- <u>District Review of Claim</u>. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

- District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written
- Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.
- **33. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:
 - The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
 - Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
 - Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
 - Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
 - Copies of the prevailing rate of per diem wages are on file with the District.
 - Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.
- **34. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request. **35. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

- this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- **36. ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
- **37. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.
- **38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- **39. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
- **40. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- **41. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- **42. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

PROJECT NO.:	between Alameda Unified School District (the "District" or the "Owner") and (the "Contractor" or the "Bidder"), (the "Contract" or the '	"Project").
	that I will conform to the State of California Public Works Contract requirements regarding prevailing e audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements ect.	
Date:	December 22, 2022	
Proper Name o	f Contractor: Beci Electric, Inc.	
Signature:	Rebecca Anderson	
Print Name:	Rebecca Anderson	
Title:	President	

WORKERS' COMPENSATION CERTIFICATION

	WORKERS COMPENSATION CERTIFICATION					
PROJECT NO.:	between Alameda Unified School District (the "District" or the "Owner") and (the "Contractor" or the "Bidder"), (the "Contract" or the "Project").					
Labor Code sec	tion 3700 in relevant part provides:					
Every 6	employer except the State shall secure the payment of compensation in one or more of the following ways:					
a.	By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.					
b.	By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.					
workers' compe	he provisions of section 3700 of the Labor Code which require every employer to be insured against liability for ensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such re commencing the performance of the Work of this Contract.					
Date:	December 22, 2022					
Proper Name o	Beci Electric, Inc.					
Signature:	Rebecca Anderson					
Print Name:	Rebecca Anderson					
Title:	President					
(In accordance	with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate					

must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

PROJECT NO BECI Electric	2258		Inified School District Contractor" or the "Bi			
(2) he/she is	familiar with the f		ng board of the Distric (3) he/she is authorized rect:			
1. Education	on Code. Contract	or has taken at least o	one of the following ac	ctions with respec	t to the Project	:
	45125.1/45125.2 contact with Distr of Justice has dete term is defined in	vith respect to all Cor ct pupils in the course rmined that none of t Education Code section tractors' employees w	those employees has b on 45122.1. A complete	nd all of its subcor pursuant to the C een convicted of a e and accurate list	ntractors' emplo ontract, and the a felony, as that t of Contractor's	e California Department
Waiver of Fi	ngerprint Require	nent. Contractor is no	ot required to comply b	pecause (check wh	nich applies):	
		ontract is at an unoco		no employee and,	or subcontract	or or supplier of any tier
	rehabilitation, or	epair of a school facil gly, the requirements	greement shall be lii ity, <u>AND</u> CONTRACTOR s of Education Code se	a'S employees sha	ll have only limi	ted contact with
	rehabilitation, or		greement shall be lii ity, CONTRACTOR'S em occur:			
	✓ The installat	on of a physical barri	er at the worksite to lin	mit contact with p	oupils.	
	employee o		ring of all Contractor's, \ it or serious felony.			
	✓ Surveillance	of Employees by Disti	rict personnel.			
Project s	site and the emplo		ctor(s) that will be on		-	ctor that will be on the California's "Megan's
subco	ontractors coming		earance extends to all or rict pupils regardless o		•	and employees of semployees or acting as
Date:	Decemb	er 22, 2022				
	er Name of Contra	Beci Electr	ic, Inc.			
Signa	0.6.	ca Anderso	rn			
	Rebed	ca Anderson				
Title:	Presider					

PROJECT NO.: 2258 ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION between Alameda Unified School District (the "District" or the "Owner") a (the "Contractor" or the "Bidder"), (the "Contractor")	· · · · · · · · · · · · · · · · · · ·
Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (I listed by the federal or state Environmental Protection Agency or federal or state health agencies as a haza other material defined as being hazardous under federal or state laws, rules, or regulations "New Material furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipn portion of Contractor's work on the Project for District.	rdous material, or any Hazardous", shall be
Contractor further certifies that it has instructed its employees with respect to the above-mentioned stand liabilities.	ards, hazards, risks, and
Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chramosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of cashall be defined as asbestos-containing material.	-
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled other appropriate and recognized testing procedure, at the District's determination. The costs of any such Contractor if the material is found to be New Hazardous Material.	
All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazard equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional contractor."	
Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and provisions outlined therein.	shall comply with all the
December 22, 2022	
Proper Name of Contractor: Beci Electric, Inc.	
Signature: Rebecca Anderson	
Print Name: Rebecca Anderson	
Title: President	

Title:

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: 22 BECI Electric	between Alameda Unified School District (the "District" or the "Owner") a (the "Contractor" or the "Bidder"), (the "Contrac	
This Smoke-Free I	Environment Certification form is required from the successful Bidder.	
and District Board tobacco products school owned veh I acknowledge tha and hereby certify	out limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code Policies, all District sites, including the Project site, are tobacco-free environments. Smos by all persons is prohibited on or in District property. District property includes school busicles and vehicles owned by others while on District property. at I am aware of the District's policy regarding tobacco-free environments at District sites, by that I will adhere to the requirements of that policy and not permit any of my firm's employees or agents to use tobacco and/or smoke on the Project Sites, are tobacco sites and the Project Sites Si	king and the use of uildings, school grounds, including the Project site ployees, agents,
Date:	December 22, 2022	
Proper Name of C	Beci Electric, Inc.	
Signature:	Rebecca Anderson	
Print Name:	Rebecca Anderson	
Title:	President	

DRUG-FREE WORKPLACE CERTIFICATION
PROJECT NO.:between Alameda Unified School District (the "District" or the "Owner") and, (the "Contractor" or the "Bidder"), (the "Contract" or the "Project").
This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.
The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 a. The dangers of drug abuse in the workplace. b. The person's or organization's policy of maintaining a drug-free workplace. c. The availability of drug counseling, rehabilitation, and employee-assistance programs. d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.
I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.
I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.
December 22, 2022
Proper Name of Contractor: Beci Electric, Inc.
Signature: Rebecca Anderson
Rebecca Anderson

President

Title:

PROJECT NO.: BECI Electric	2258 _{be}	LEAD-PRODUCT(S) CERTIFICATION tween Alameda Unified School District (the " (the "Contractor" or the "Bidder"	District" or the "Owner") and (the "Contract" or the "Project").
of Health Servi lead-containin because the Co presence of lea	ices (DHS), California g paint and lead pro ontractor's work ma ad-containing mater	Department of Education (CDE), and the Corducts. Because the Contractor and its employ disturb lead-containing building materials, Corducts.	ental Protection Agency (EPA), California Department insumer Product Safety Commission (CPSC) regulate yees will be providing services for the District, and CONTRACTOR IS HEREBY NOTIFIED of the potential y the District. All school buildings built prior to 1993 e.
lead-certified p district that all Contractor, its lead-based ma	personnel include: p I painted surfaces (in workers and subcor aterials (Including Tit	roject designers, inspectors, and abatement v terior as well as exterior) within the District c atractors fully and adequately comply with all	n a lead-based hazard is identified. Examples of workers. Furthermore, since it is assumed by the ontain some level of lead, it is imperative that the applicable laws, rules and regulations governing 1532.1). Any and all Work which may result in the the District.
potential source existing school and after the control of the cont	ces of lead contamin I facility. The Contra	ctor shall provide the District with any sample ork. The District may request to examine, price	g paint, lead plumbing and solders, or other acility or in the modernization or renovation of any e results prior to beginning Work, during the Work, or to the commencement of the Work, the lead
solely responsi pursuant to th	ible for all costs invo e indemnification pr	lved in any required corrective actions, and sl ovisions of the Contract, for all damages and	rker contamination, the Contractor will be held hall defend, indemnify and hold harmless the District other claims arising therefrom. If lead disturbance is ons, licenses and training shall conduct this Work.
chips, any colle responsibility of company shall	ected residue, or any of the Contractor to be registered with t	other visual material that may occur from th provide the proper disposal of any hazardous	waste products, including but not limited to, paint to prepping of any painted surface. It will be the waste by a certified hazardous waste hauler. This shall be able to issue a current manifest number ct.
POTENTIAL LEAR REGULATIONS	AD-BASED MATERIA GOVERNING WORK	LS ON THE OWNER'S PROPERTY, AS WELL AS	AT HE OR SHE HAS RECEIVED NOTIFICATION OF THE EXISTENCE OF APPLICABLE LAWS, RULES AND WITH WHICH IT MUST COMPLY. THE UNDERSIGNED FAND BIND THE CONTRACTOR.
Date:	December	22, 2022	
Proper Name o	of Contractor:	Beci Electric, Inc.	
Signature:	Rebecc	a Anderson	

Rebecca Anderson

President

Signature:

Print Name:

Title:



Contract #2258, dated 12/16/2022 Exhibit "A" Time & Materials Rate Sheet

Time and Materials Rate Sheet

Company: Beci Electric, I	nc.		
Representative Name	Rebecca Anderson		
Address: 8108 Capwell Dr	ive, Oakland, CA 94621		
Phone: 510-635-1477			
Contractor License #:	470977		
DIR #: 1000000547			
Date: 12/22/2022			
Project/Bid#:			
	Time and	Materials Rates	
Effe	ctive Dates: 12/1/20	22 to 5/31/202	22
LABOR: Rates quot	ed below are gene	eral prevailing wag	e rates per public projects
including insurance,	taxes, overhead a	and profit.	
	Rates pe	er Hour:	
St	raight time	Over time	Double time
Foreman	225		
Journeyman	——Four Hour M 210	<u> </u>	
Helper/Apprentice			
Superintendent			
Project Manager			
Saturday Rates			
Sunday Rates			
MATERIAL JOB C	OSTS:		
		st plus a fee of 10	% for overhead and profit.
11111111111111111111111111111111111111			
EQUIPMENT:			
~	v Contractor will	he hilled to the job	at standard, prevailing rental rates as
			uipment rented from outside vendors
will be charged cost			
oc enarged cost	7 101	o . Cimena una pion	

Revised 2/2019 www.alamedaunified.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2022

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		CONTACT NAME: PJ Hawthorne			
GS Insurance Solutions, Inc. 5201 Great America Parkway Suite 320		PHONE (A/C, No, Ext): 650-282-3104	FAX (A/C, No): 844-20	5-6744	
Santa Clara CA 95054		E-MAIL ADDRESS: pj@gsisol.com			
		INSURER(S) AFFORDING COVERAGE		NAIC#	
		INSURER A: Capitol Specialty Insurance Co		10328	
NSURED	EMERLIG-01	INSURER B: Sentinel Insurance Company, Lt		11000	
Emergency Lighting Equipment Service Co., Inc. ELESCO-Accounting		INSURER C : SEE BELOW		23620	
4551 E Ivy Street		INSURER D: California Automobile Insuranc		38342	
Suite 102		INSURER E: United Financial Casualty Comp		11770	
Mesa AZ 85205		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1366657057

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	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EXP								
LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	<u> </u>
С	Х	COMMERCIAL GENERAL LIABILITY	Υ	Υ	397BG08325	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X	OTHER: \$5 MM MAX						BI/PD DED PER OCC	\$ 5,000
D E	AUT	OMOBILE LIABILITY	Υ	Υ	BA040000076658	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
_		ANY AUTO			962702445	10/30/2022	10/30/2023	BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С		UMBRELLA LIAB X OCCUR	Υ	Υ	397BE04453-01	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 15,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 15,000,000
		DED X RETENTION \$ 0						Prods/Comp Ops Agg	\$ 15,000,000
В		KERS COMPENSATION EMPLOYERS' LIABILITY Y / N		Υ	57 WE AU3CSF	10/30/2022	10/30/2023	X PER OTH- STATUTE OTH- ER	
		PROPRIETOR/PARTNER/EXECUTIVE Y N	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Α	Erro	rs & Omissions			SGC0010545-04	10/30/2022	10/30/2023	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 days written notice of cancellation except 10 days for nonpayment of premium. All Coverage provided in this certificate shall be Primary and
Non-Contributory to that available to the certificate holder. Waiver of Subrogation applies to General Liability, Auto Liability and Work Comp as per written
contract. Umbrella/Excess Liability is following form.

Umbrella / Excess Policies

PRIMARY UMBRELLA/EXCESS LIAB POLICY \$5M / Policy #397BE04453-01 Eff 10/30/2022 to 10/30/2023 The Burlington Ins Co NAIC 23620 UMBRELLA/EXCESS LIAB POLICY \$5M X \$5M / Policy #0100168128-1 Eff 10/30/2022 to 10/30/2023 Kinsale Ins Co NAIC 38920 UMBRELLA/EXCESS LIAB POLICY \$10M X \$5M / Policy #MXL0437490 Eff 10/30/2022 to 10/30/2023 Mt. Hawley Ins Co NAIC 37974 See Attached...

CERTIFICATE HOLDER	CANCELLATION
Alameda Unified School District 2060 Challenger Dr	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Alameda CA 94501 USA	AUTHORIZED REPRESENTATIVE
	Authory Millen

AGENCY	CUSTOMER ID	: EMERLIG-01
---------------	--------------------	--------------

LOC #:

ACORD	

ADDITIONAL REMARKS SCHEDULE

Page _ 1 _ of _ 1

AGENCY GS Insurance Solutions, Inc.		NAMED INSURED Emergency Lighting Equipment Service Co., Inc. ELESCO-Accounting 4551 E Ivy Street Suite 102 Mesa AZ 85205
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

CARRIER	NAIC CODE	1 WESA AZ 03203				
		EFFECTIVE DATE:				
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,						
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE						
Project Description: All Contracts Site Name: Various Sites Address: 2060 Challenger Drive, Alameda CA 94501						
Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured under all policies per terms of the attached endorsement(s) and as required by a written contract. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF TERMS AND CONDITIONS

The following is a summary of the enhancements provided by this endorsement. For complete coverage details consult the endorsement language.

COV	/ERAGES	ENHANCEMENT
A.	Aircraft, Auto Or Watercraft	Watercraft Up To 51 Feet
B.	Increased Supplementary Payments – Coverages A And B	\$2,500 - Bail Bonds \$500/Day Earnings
C.	Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You	Included
D.	Additional Insured – Owners, Lessees Or Contractors – Completed Operations	Included
E.	Additional Insured – Managers Or Lessors Of Premises	Included
F.	Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor	Included
G.	Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	Included
H.	Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	Included
I.	Additional Insured – Mortgagee, Assignee Or Receiver	Included
J.	Newly Acquired Or Formed Organizations	120 days
K.	Increased Medical Payments	\$10,000
L.	Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
M.	Primary And Noncontributory – Other Insurance	Included
N.	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Ο.	Liberalization Clause	Included
P.	Limited Contractual Liability – Railroads	Included
Q.	Mobile Equipment Redefined	1,000 lbs
R.	Application Of This Endorsement	Included

For the purposes of this endorsement, the word "insured" is used collectively, not separately; therefore, the inclusion of more than one insured will not increase the limits or coverage provided by this insurance.

A. Aircraft, Auto Or Watercraft

Paragraph g.(2)(a) of 2. Exclusions – Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced with the following:

- (a) Less than 51 feet long; and
- B. Increased Supplementary Payments Coverages A And B

Paragraphs 1.b. and 1.d. of Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- C. Additional Insured Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
 - 1. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions: or
 - **b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **B.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of 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; or
 - (2) Supervisory, inspection, architectural, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring. employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional engineering, architectural, or surveying services.

- **b.** "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.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph B., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Owners, Lessees Or Contractors – Completed Operations

 Section II – Who Is An Insured is amended to include as an additional insured any person or organization, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location in a contract or agreement and performed for that additional insured and included in the "productscompleted operations hazard".

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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 a contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph C., the following is added to Section III – Limits Of Insurance:

If coverage provided to an 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:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Managers Or Lessors Of Premises

 Section II – Who Is An Insured is amended to include as an additional insured any manager or lessor, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- **a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. 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.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph
 the following is added to Section III – Limits
 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:

- **a.** Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization that grants licenses to you when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of licenses to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law;
 and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when:

- **a.** The license granted to you by such person or organization expires; or
- **b.** Your license is terminated or revoked by such person or organization prior to expiration of the license as stipulated by the contract or agreement.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph E., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured;
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- G. Additional Insured Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You
 - 1. Section II Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2. With respect to the insurance afforded to the additional insured referenced in this Paragraph F., this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph F., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- H. Additional Insured State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises
 - Section II Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. The construction, erection, or removal of elevators: or
- **c.** The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.
- With respect to the insurance afforded to the additional insured referenced in this Paragraph G., 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:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Additional Insured – Mortgagee, Assignee Or Receiver

 Section II – Who Is An Insured is amended to include as an additional insured any person or organization, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 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:

- a. Required by the contract or agreement; or
- **b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Newly Acquired Or Formed Organizations

Paragraph **3.a.** of **Section II – Who Is An Insured** is replaced by the following:

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

This insurance does not apply if coverage for the newly formed or acquired organization is excluded either by the provisions of this Coverage Form or by endorsement.

K. Increased Medical Payments

Section III – Limits Of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Medical Expense Limit is the greater of \$10,000 or the amount shown in the Declarations for Medical Expense Limit.

This insurance does not apply if Medical Payments coverage is excluded either by the provisions of the Coverage Form or by endorsement.

L. Duties In The Event Of Occurrence, Offense, Claim Or Suit

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The requirement that you must see to it that we are notified as soon as possible of an "occurrence", offense, claim, or "suit" only applies after the "occurrence", offense, claim, or "suit" is reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice.

Your rights under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim, or "suit" if:

- a. That failure is solely due to your reasonable and documented belief that the "bodily injury", "property damage", or "personal and advertising injury" is not covered under this policy; or
- b. You report an "occurrence", offense, claim, or "suit" to your Workers Compensation insurer or your auto liability insurer and you later discover that you should have reported the "occurrence", offense, claim, or "suit" to us.

However, you must give us notice as soon as possible after you become aware that the "occurrence", offense, claim, or "suit" may be covered under this policy, or that the "occurrence", offense, claim, or "suit" may be a general liability claim rather than a Workers Compensation or auto liability claim.

M. Primary And Noncontributory – Other Insurance

The following is added to Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions, but only with respect to the insurance provided to additional insured(s):

4. Other Insurance

Primary And Noncontributory Insurance

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

However, this endorsement:

- a. Applies only when you are required by a written contract, written agreement, or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, written agreement, or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
- b. Does not apply to any claim, loss, or liability due to the sole negligence of the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you have agreed, in a written contract or written agreement to waive the rights of recovery, provided such written contract or written agreement is fully executed prior to an "occurrence" in which coverage is sought under this policy.

O. Liberalization Clause

The following condition is added to **Section IV – Commercial General Liability Conditions**:

Liberalization

If we make revisions to this Coverage Form during the policy period stated in the Declarations, that would broaden coverage under this Coverage Part without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

P. Limited Contractual Liability - Railroads

For the purposes of this endorsement, the following replaces Paragraphs **c.** and **f.** of the **Definitions** section:

- 9. "Insured contract" means:
 - **c.** Any easement or license agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - **(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (2) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural, or engineering activities.

Q. Mobile Equipment Redefined

For the purposes of this endorsement, the following replaces Paragraph **f.** of the **Definitions** section:

- **12.** "Mobile equipment":
 - f. Vehicles not described in Paragraph a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment exceeding a gross vehicle weight of 1,000 pounds are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - **(b)** Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

R. Application of This Endorsement

If the terms and conditions provided by this endorsement conflict with other endorsements attached to this policy, the terms and conditions of the other endorsements will control, even if the other endorsements restrict or reduce coverage, unless such endorsements specifically provide that the coverage enhancements provided by this endorsement shall apply.

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: 397BG08325

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT AND GENERAL AGGREGATE FOR ALL CONSTRUCTION PROJECTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:	Each Construction project described in a separate written contract. If multiple construction projects are grouped together under one written contract, all such projects will be considered one project and subject to a single general aggregate limit for that contract.
Limits: Designated Construction Project General Aggregate Limit	General Aggregate Limit as shown in the Commercial General Liability Declarations, IFG-G-0002-DL
General Aggregate For All Projects Combined	\$ 5,000,000

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. The most we will pay as damages caused by "occurrences" for all Construction Projects whether designated or not is the General Aggregate For All Construction Projects Combined Limit shown in the Schedule above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- **E.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **F.** The provisions of **Section III Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following: This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to
the extent required of you by a written contract executed prior to any "accident" or
"loss", provided that the "accident" or "loss" arises out of the operations
contemplated by such contract. The waiver applies only to the person or
organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

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

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Form 2366 (02/11) M CL

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 962702445

Form 2367 (06/10) M_CL

Blanket Waiver of Subrogation Endorsement

This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 57 WEC AU3CSF Endorsement Number:

Effective Date: 10/30/22 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Emergency Lighting Equipment S

4551 E IVY ST MESA AZ 85205

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by	
	Authorized Penresentative

Authorized Representative

Policy Expiration Date: 10/30/23

Form WC 00 03 13 Printed in U.S.A. Process Date: 10/21/22

Alameda Unified CUPCCAA Registration 2022

The Alameda Unified School District invites all licensed contractors, who are registered with the DIR to perform public works projects, to submit information for inclusion on the District's list of qualified bidders for the 2022 calendar year. Please submit this Google Form sheet to be included on the District's list.

IMPORTANT: After submitting this document, please submit the following forms to MOF@alamedaunified.org with "2022 CUPCCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Select the year you want to be on the District's Informal Bidding Contractors List: *
2022
Business Name: *
Beci Electric, Inc.
Business Address (Street Address, City, State, Zip Code): *
8108 Capwell Drive, Oakland, CA 94621
Business Contact Name: *
Rebecca Anderson

E-Mail Address: *
rebecca@becielectric.com
Additional E-Mail Address: chad@becielectric.com
Business Phone Number: * 510-635-1477
Business Fax Number: 510-635-1478
Business Website Address: www.becielectric.com
DIR (Dept. of Industrial Relations) Registration Number (#) *
DIR (Dept. of Industrial Relations) Registration Expiration Date: * MM DD YYYY / /

Current CSLB (California State Licensing Board) Number (#) or Not Applicable (N/A): * 470977	
CSLB License Expiration Date: MM DD YYYY 03 / 31 / 2023	
PWC Registration Number: 1000000547	

Indicate License Classifications (check one or more items): *
A-General Engineering
B-General Building
C-Specialty
C-2-Insulation & Acoustical
C-4-Boiler, Hot-Water Heating and Steam Fitting
C-5-Framing and Rough Carpentry
C-6-Cabinet, Millwork and Finish Carpentry
C-7-Low Voltage Systems
C-8-Concrete
C-9-Drywall
C-10-Electrical
C-11-Elevator
C-12-Earthwork and Paving
C-13-Fencing
C-15-Flooring and Floor Covering
C-16-Fire Protection
C-17-Glazing
C-20-Warm-Air Heating, Ventilating and Air-Conditioning
C-21-Building Moving/Demolition
C-22-Asbestos Abatement
C-23-Ornamental Metal
C-27-Landscaping
C-28-Lock and Security Equipment
C-29-Masonry
C-31-Construction Zone Traffic Control

C-32-Parking and Highway Improvement
C-33-Painting and Decorating
C-34-Pipeline
C-35-Lathing and Plastering
C-36-Plumbing
C-38-Refrigeration
C-39-Roofing
C-42-Sanitation System
C-43-Sheet Metal
C-45-Sign
C-46-Solar
C-47-General Manufactured Housing
C-50-Reinforcing Steel
C-51-Structural Steel
C-53-Swimming Pool
C-54-Ceramic and Mosaic Tile
C-55-Water Conditioning
C-57-Well Drilling
C-60-Welding
C-61-Limited Specialty
D-03-Awnings
D-04-Central Vacuum Systems
D-06-Concrete-Related Services
D-09-Drilling, Blasting and Oil Field Work
D-10-Elevated Floors
D-12-Synthetic Products
D-16-Hardware, Locks and Safes

D-21-Machinery and Pumps
D-24-Metal Products
D-28-Doors, Gates and Activating Devices
D-29-Paperhanging
D-30-Pole Installation and Maintenance
D-34-Prefabricated Equipment
D-35-Pool and Spa Maintenance
D-38-Sand and Water Blasting
D-39-Scaffolding
D-40-Service Station Equipment and Maintenance
D-41-Siding and Decking
D-42-Non-Electrical Sign Installation
D-49-Tree Service
D-50-Suspended Ceilings
D-52-Window Coverings
D-53-Wood Tanks
D-56-Trenching
D-59-Hydroseed Spraying
D-62-Air and Water Balancing
D-63-Construction Cleanup
D-64-Non-Specialized
D-65-Weatherization and Energy Conservation
ASB-Asbestos Certification
HAZ-Hazardous Substance Removal Certification
Not Applicable
Other:

Please add additional comments here:

Additional Documents Needed:

After submitting this form, please submit the following documents to MOF@alamedaunified.org with "2022 CUPCCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Will the additional documents will be submitted to MOF@alamedaunified.org? Please put "2022 * CUPCCAA Registration" in the subject line.





This form was created inside of Alameda Unified School District.

Google Forms