

CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS

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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 ("CUPCAA") OVER \$60,000 AND UP TO \$200,000

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or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 1st day of June, 2023 ("Contract"), by and between Intrepid Electronic Systems ("Contractor") and Alameda Unified School District ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

- Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of forty thousand and zero cents Dollars (\$ 40,000.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

SCOPE OF WORK: All Sites: Fire Alarm Troubleshooting and Repair
See Exhibit "A" for Time & Materials Rate Sheet

- Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
- 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.
- Contract Time & Liquidated Damages.** Work to be completed by Sunday, June 30, 2024. ("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.**

- 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.

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CONTRACT PRICE IS **LESS THAN \$25,000**, THIS IS NOT A REQUIREMENT

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CONTRACT PRICE IS **MORE THAN \$25,000**, THIS IS A REQUIREMENT

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PER SCOPE OF WORK, THIS IS NOT A REQUIREMENT

- Insurance:** Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. 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. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. 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 be performed by Staff of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

☐ Bid Form and Proposal	☒ Drug-Free Workplace Certification
☐ Bid Bond	☒ Lead-Product(s) Certification
☐ Notice to Proceed	☐ Roofing Contract Financial Interest Certification
☒ Terms and Conditions to Contract	☐ Insurance Certificates and Endorsements
☒ Non-collusion Declaration	☐ Performance Bond
☒ Prevailing Wage Certification	☐ Payment Bond
☒ Workers' Compensation Certification	☒ Exhibit A ("Scope of Work")
☒ Criminal Background Investigation Certification	☐ Plans
☒ Asbestos & Other Hazardous Materials Certification	☐ Work Specifications
☒ Smoke-Free Certification	☐ [Other] _____
	☐ Submittal(s) _____

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Alameda Unified District

2060 Challenger Drive

Alameda, CA 94501

Attn:

☐ **Robbie Lyng, Sr. Director of Construction**

☒ **Monty Patterson, Director of Maintenance,**

Operations & Facilities

Telephone: 510-337-7090

Contractor: Intrepid Electronic Systems

520 2nd Ave

Crockett, CA 94525

ATTN: Allen Zaman

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.

Alameda Unified School District

Contract #: 2312

Signature: Monty Patterson

Print Name: Monty Patterson

Print Title: Director of Maintenance, Operations & Facilities

Dated: 06/16/2023, 20

Signature: 
Shariq Khan (Jun 16, 2023 16:00 PDT)

Print Name: Shariq Khan

Print Title: Assistant Superintendent of Business Services

Dated: 06/16/2023, 20

Contractor

Dated: June 7, 2023

Signature: Allen Zaman

Print Name: Allen Zaman

Print Title: Director of Service

Company Name: Intrepid Electronic Systems

Company Address: 502 2nd Ave

City, State, ZIP: Crockett, CA 94525

Phone Number: 888-826-3040

Email: allenzaman@intrepidelectronic.com

Federal Employer ID Number: 943270048

CSLB License Number: 739369

PWC Registration Number: 1000004656

PWC-100 #: 1000004656

Budget Code: 01-8150-0-0000-8110-5671-077-77-3003

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
 Other:

Employer Identification and/or Social Security Number: _____

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever 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 of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and

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.

- Claim. 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.”

▪ District Review of Claim. 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 demand.

▪ 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.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 06/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:40:07 -07'00'

Print Name: Allen Zaman

Title: Director of Service

WORKERS' COMPENSATION CERTIFICATION

PROJECT NO.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

Every 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.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 6/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:41:07 -07'00'

Print Name: Allen Zaman

Title: Director of Service

(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.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

- ☐ The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):

- ☒ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
- ☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.
- ☒ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - ☒ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 06/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:41:51 -07'00'

Print Name: Allen Zaman

Title: Director of Service

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

PROJECT NO.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by 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 Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 06/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:42:36 -07'00'

Print Name: Allen Zaman

Title: Director of Service

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 06/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:43:31 -07'00'

Print Name: Allen Zaman

Title: Director of Service

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (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.

Date: 06/07/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:44:38 -07'00'

Print Name: Allen Zaman

Title: Director of Service

LEAD-PRODUCT(S) CERTIFICATION

PROJECT NO.: 2312 between **Alameda Unified School District** (the "District" or the "Owner") and Intrepid Electronic Systems (the "Contractor" or the "Bidder") _____, (the "Contract" or the "Project").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 06/05/23

Proper Name of Contractor: Intrepid Electronic Systems, Inc.

Signature: Allen Zaman  Digitally signed by Allen Zaman
Date: 2023.06.07 11:45:19 -07'00'

Print Name: Allen Zaman

Title: Director of Service

**Time and Material Labor Rates for 2023****Labor Rates for Time and Material Work****(All times are Pacific Standard Time)**

	Standard Labor Rates for All Customers not in an active T&I Agreement *	Discounted Labor Rates for Testing & Inspection Agreement Customers †
Labor for Programming, Monday through Friday, 7:00am to 3:30pm	\$255.00	\$205.00
Labor for Programming, Friday 3:30pm to Saturday 11:59pm	\$380.00	\$305.50
Labor for Programming, Sunday & IBEW Holiday	\$505.00	\$400.00
Labor for Service - Monday through Friday, 7:00am to 3:30pm	\$205.00	\$165.00
Labor for Service - Friday 3:30pm to Saturday 11:59pm	\$305.00	\$245.00
Labor for Service - Sunday	\$405.00	\$325.00
Labor for Service - IBEW Holidays	\$405.00	\$325.00

**All on-site service calls are subject to a (4) four-hour minimum† All on-site service calls are subject to a (2) two-hour minimum including travel time portal-to-portal between 7:00am to 3:30pm. Any on-site service call requested between 3:30pm to 7:00am is subject to a (4) four-hour minimum. Emergency service call request with (1) one-hour response are subject to a (4) four-hour minimum. All service calls subject to a \$78.00 truck charge per service call. All sprinkler system emergency service calls subject to a \$250.00 dispatch fee per service call. All programming services are billed in 4-hour increments with a 4-hour minimum.

Corporate Headquarters: P.O. Box 370, Crockett, CA 945258

South Bay Office: 6541 Via Del Oro, Suite A1, San Jose, CA 95119

Toll Free: 888-826-3040 www.intrepidelectronics.com C-10 & C-16 License # 739369Intrepid Electronic Systems is Proud to be an IBEW/NECA Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2023

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 DHW Insurance Brokers License # : 0281413 1211 Newell Avenue, Suite 130 Walnut Creek CA 94596	CONTACT NAME: Cheryl Castano PHONE (A/C, No, Ext): (650) 858-2375 E-MAIL ADDRESS: ccastano@dhw-ins.com FAX (A/C, No): (650) 856-1023
INSURED Intrepid Electronic Systems, Inc. P.O. Box 370 Crockett CA 94525	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity INSURER B: Everest Denali Insurance Company INSURER C: Republic Indemnity Co of America INSURER D: Everest National INSURER E: INSURER F:
	NAIC # 10851 16044 22179 10120

COVERAGES**CERTIFICATE NUMBER:** 23-24 ALL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		51GL014984-231	02/26/2023	02/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			51CAD00604-231	02/26/2023	02/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$10,000			51CC005563-231	02/26/2023	02/26/2024	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	255552-02	02/26/2023	02/26/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented/Leased Equipment			51ML001638-231	02/26/2023	02/26/2024	Limit: \$100,000

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

RE: Insured's Operations | All Sites; All Contracts; 2060 Challenger Drive, Alameda, CA 94501.

As required by written contract: Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**Alameda Unified School District
2060 Challenger Drive

Alameda

CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS –AUTOMATIC STATUS WHEN REQUIRED
IN WRITTEN CONTRACT OR AGREEMENT WITH YOU –
INCLUDING COMPLETED OPERATIONS
(FOR USE WITH FIRE SUPPRESSION SPRINKLER CONTRACTORS
AND/OR ALARM CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations, but only when you and such person or organization have agreed in writing in a contract or agreement prior to the commencement of such operations 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" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of "your work" for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.
 2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any construction projects that are covered by a consolidated (wrap-up) insurance program. This exclusion also applies to any:
 - (a) Work or operations performed; or
 - (b) Materials, parts or equipment furnished;in connection with such wrap-up construction projects.
- This exclusion applies whether or not the consolidated (wrap-up) insurance program:
- (i) Provides coverage identical to that provided by this endorsement;
 - (ii) Has adequate limits of insurance to pay for all sums as damages because of "bodily injury", "property damage" or medical expenses; or
 - (iii) Remains in effect during the entire period of the construction project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Blanket where required by written contract
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

BLANKET WHERE REQUIRED BY CONTRACT

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

Applicable to any and all jobs covered by a wrap-up policy.

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1)** Provides coverage identical to that provided by this Coverage Part;
- (2)** Has limits adequate to cover all claims; or
- (3)** Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT WITH CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Any project(s) required by written contract with you to be subject to a separate General Aggregate Limit and executed prior to any "bodily injury" or "property damage".

Designated Construction Project General Aggregate Limit Cap:

(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:
1. 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. However, the separate Designated Construction Project General Aggregate Limit(s) are subject to a Designated Construction Project General Aggregate Limit Cap in the amount shown in the above Schedule of this endorsement. The Designated Construction Project General Aggregate Limit Cap is the most we will pay under the Designated Construction Project General Aggregate Limit for all designated construction projects combined.
 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 and the Designated Construction Project General Aggregate Cap. 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. However, such payments for damages and medical expenses included in the Designated Construction Project General Aggregate Limit for all designated construction projects combined will reduce the Designated Construction Project General Aggregate Limit Cap.
 4. The limits shown in the Declarations for Each Occurrence, Fire 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:
- 1.** 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.** 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.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then re-started, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time-tables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** If this policy contains any retained limits, Self Insured Retentions, deductibles or similar provisions, such provisions shall also apply to this endorsement.

COMMON POLICY CONDITIONS – CALIFORNIA

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property

G. METHOD OF CLAIM NOTICE

Under all of the coverages of this policy, notice of claim or circumstances which may reasonably be expected to give rise to a claim hereunder shall be given in writing to, and at the address for the Claims Organization shown in the Declarations. If no Claims Organization is shown in the Declarations, such notice shall be given in writing to Everest Indemnity Insurance Company, dba Mt. McKinley Managers Insurance Services, L.L.C., Westgate Corporate Center, PO Box 830, Liberty Corner, NJ 07938-0830.

H. SERVICE OF SUIT

It is agreed that in the event of our failure to pay any amount claimed to be due hereunder, we, at your request will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Everest Indemnity Insurance Company, dba Mt. McKinley Managers Insurance Services, L.L.C., Westgate Corporate Center, PO Box 830, Liberty Corner, NJ 07938-0830 or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

I. CALIFORNIA INSURANCE CODE SECTION 1772 – SUITS INVOLVING SURPLUS LINES BROKER - REMEDIES

- a. A surplus lines insurer may be sued upon any cause of action arising in the state of California under any surplus lines insurance contract made by it, or any evidence of insurance issued or delivered by the surplus lines broker, pursuant to the procedure set forth in Sections 1610 to 1620, inclusive, of the California Insurance Code. Any policy or evidence of insurance issued by the surplus lines insurer or the surplus lines broker shall contain a provision stating the substance of Section 1772 of the California Insurance Code, and designating the person to whom the Commissioner shall mail process.
- b. Every surplus lines insurer assuming surplus lines insurance shall be deemed thereby to have subjected itself to Chapter 6 of the California Insurance Code in which Section 1772 is found.
- c. The remedies provided by Section 1772 of the California Insurance Code shall be in addition to any other methods provided by law for service of process.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Business Auto Coverage Form.

Coverage Applicable	Enhancement
Subsidiaries As Insureds	Broadened
Newly Acquired Organizations As Insureds	Broadened
Blanket Additional Insureds	Broadened
Employees As Insureds (Non-Ownership)	Broadened
Supplementary Payments – Bail Bonds	\$3,000 Limit
Supplementary Payments – Loss Of Earnings	\$1,000 per day
Fellow Employee Bodily Injury	Broadened
Towing Coverage – All Covered Autos	Broadened
Glass Breakage Coverage – Waiver of Deductible	Broadened
Loss of Use Expenses	\$50 per day \$1,000 Limit
Stolen Vehicle Extra Expense	Broadened
Airbag Discharge	Broadened
Electronic Equipment (Permanently Installed)	Broadened
Single Deductible Provision	Broadened
Notice To Company	Broadened
Blanket Waiver Of Subrogation	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Bodily Injury Includes Mental Anguish	Broadened
Coverage Territory Extension - Mexico	Broadened

A. Who Is An Insured

The following is added to Paragraph **A.1.** of **Section II – Liability Coverage**:

d. Any:

- (1) Subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- (2) Organization you newly acquire or form, and over which you maintain majority interest.

The coverage afforded by this provision:

- (a) Is effective on the acquisition date, and is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (b) Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization; and
- (c) Does not include any newly acquired or formed organization that is:
 - (i) A joint venture or partnership; or
 - (ii) An "insured" under any other automobile liability policy or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

e. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

(2) Is executed after the date of loss.

Paragraph e.(2) does not apply if:

- (1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - (2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".
- f. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

B. Coverage Extensions - Supplementary Payments

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of **Section II – Liability Coverage** 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 do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. Fellow Employee

The following exception is added to exclusion **5. Fellow Employee** under paragraph **B. Exclusions** of **Section II – Liability Coverage**:

This exclusion does not apply if the "bodily injury" results from the use of a "covered auto" you own or hire. The coverage provided under this exception is excess over any other collectible insurance.

D. Towing

Paragraph **A.2.** of **Section III – Physical Damage Coverage** is replaced by the following:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto". If the auto is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "auto", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

E. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles

The following is added to Paragraph **A.3.** of **Section III – Physical Damage Coverage**:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the “loss”, the deductible will be \$100 unless a lower deductible is shown in the Declarations applicable to this coverage.

F. Loss Of Use Expenses

Paragraph **A.4.b.** of **Section III – Physical Damage Coverage** is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,000.

G. Extra Expense – Stolen Vehicle

The following is added to Paragraph **A.4.** of **Section III – Physical Damage Coverage**:

c. Stolen Vehicle

We will pay for all reasonable and necessary expenses to return a stolen covered “auto” to you.

H. Airbag Coverage

The following exception is added to Paragraph **B.3.a.** of **Section III – Physical Damage Coverage**:

The accidental discharge of an airbag shall not be considered mechanical breakdown if it occurs in a covered “auto” for which Comprehensive coverage is purchased. This provision does not apply to “autos” you hire with a driver and is excess over any warranty specifically designed to provide this coverage.

I. Electronic Equipment Coverage

The following exception is added to Paragraph **B.4.c.** of **Section III – Physical Damage Coverage**:

Exclusion **4.c.** does not apply to permanently installed “electronic equipment” within a covered “auto”. Permanently installed equipment includes equipment, which is:

- a. Removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”; and
- b. Designed to be solely operated by use of the power from the “auto” electrical system, in or upon the covered “auto”.

The most we will pay in the event of a covered “loss” under this provision is the lesser of:

- a. The actual cash value of the “electronic equipment” at the time of the “loss”;
- b. The cost of repairing or replacing the “electronic equipment” with other “electronic equipment” of like kind or quality; or
- c. \$3,000.

No deductible will apply to this coverage provision. This provision shall not apply to “electronic equipment” for which coverage is already provided by other primary collectible insurance.

J. Single Deductible Provision

The following is added to Paragraph **D.** of **Section III – Physical Damage Coverage**:

If a Comprehensive or Specified Causes of Loss Coverage “loss” from “accident” involves two or more covered “autos”, only the highest deductible applicable to those coverages will be applied to the “accident”, if the cause of the loss is covered for those vehicles.

This provision only applies to you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered “autos” for which you do not carry such coverage.

If a “loss” covered under this Coverage Part also involves a “loss” to other property from the same “accident”, which is covered under a Commercial Property or Inland Marine Coverage Part issued by us to you, only the highest deductible applicable to those coverages will be applied to the “accident”.

K. Notice To Company

Paragraph **A.2.** of **Section IV – Business Auto Conditions** is amended as follows:

1. With respect to notification requirements, your obligation under Paragraph **A.2.a.** applies only when the “accident” or “loss” is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. A member, if you are a joint venture or limited liability company; or
- d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

2. With respect to the requirements pertaining to you providing us with document concerning a claim or "suit", your obligation under Paragraph **A.2.b.** will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. A member, if you are a joint venture or limited liability company; or
- d. An executive officer or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

L. Blanket Waiver Of Subrogation

The following is added to Paragraph **A.5.** of **Section IV – Business Auto Conditions**:

- a. However, we waive any right of recovery we may have against a person, organization or government entity when you have waived such right of recovery under a written "insured contract" that is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "accident" or "loss", or executed after the "accident" or "loss" if:
 - (a) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
 - (b) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

- b. We hereby waive any right of subrogation against any of your officers, directors or employees which might arise by reason of any payment under the insurance afforded by the policy for the operation, maintenance, use, loading or unloading of a non-owned "auto". This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director or employee.

M. Unintentional Failure To Disclose Hazards

The following is added to Paragraph **B.2.** of **Section IV – Business Auto Conditions**:

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

N. Bodily Injury – Including Mental Anguish

Paragraph **C.** of **Section V – Definitions** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

O. Mexico Coverage

The coverage provided by this policy for covered "autos" you own or lease on a long term basis without drivers are extended to "accidents" or "losses" occurring in Mexico if:

- 1. The covered "auto" is in Mexico for a period not exceeding 10 days; and
- 2. The covered "auto" is principally garaged and used in the United States; and
- 3. The driver of the covered "auto" does not reside in Mexico;

For Liability Coverage to apply to "accidents" occurring in Mexico, the following must also apply:

- 1. Valid and collectible auto liability insurance for the covered "auto" has been purchased from a licensed Mexican Insurance Company and is in force at the time of the "accident"; and

2. The original "suit" for damages is brought within the United States.

For "losses" payable under Physical Damage Coverage this additional restriction applies:

We will pay "losses" under Physical Damage Coverage in the United States, not in Mexico. If the covered "auto" must be repaired in Mexico in order to be driven, then the most we will pay for "loss" is the lesser of the following:

1. The cost of repairing the "auto" or replacing its parts in Mexico; or
2. The cost of repair or replacement at the nearest point in the United States where the repairs or replacement could be made.

Other Insurance:

The insurance provided by this section will be excess over any other collectible insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – BLANKET

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Paragraph **c.** of the **Other Insurance General Condition** is replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

Additionally, only the coverage and limit of insurance requirements of the "insured contract" shall apply, and in no event shall those requirements exceed the coverage and limits of insurance provided under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 0

POLICY NUMBER 51GL014984-231	POLICY CHANGES EFFECTIVE 02/26/2023	COMPANY Everest Indemnity Insurance Company
NAMED INSURED Intrepid Electronic Systems Inc		AUTHORIZED REPRESENTATIVE ALL RISKS LTD.
COVERAGE PARTS AFFECTED General Liability		
CHANGES It is hereby understood and agreed that we will endeavor to mail 30 day written notice of cancellation to those entities shown in the schedule below. Notice of cancellation for non-payment of premium is 10 days. Proof of mailing will be sufficient proof of such notice. This endorsement shall not operate directly or indirectly to benefit any person or organization not named in the schedule below. Schedule: Blanket coverage applies where required by written contract prior to inception of the contract.		



Authorized Representative Signature

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

State	Person or Organization	Job Description
California		

This endorsement provides a blanket waiver of subrogation application to all jobs for persons or organizations whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of America	
Company Number	19739
Insured	Intrepid Electronic Systems, Inc.
Policy Number	255552-02
Endorsement Number	1
Endorsement Effective	2/26/2023
Printed	

Countersigned by : _____

AUSD: CUPCCAA Registration 2023

Alameda Unified School District participates in the California Uniform Public Construction Cost Accounting Act [CUPCCAA].

We invite all licensed contractors, who are registered with the Department of Industrial Relations [DIR] that perform Public Works Projects, to submit their organization information for inclusion on the District's list of qualified bidders for the 2023 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 "**Company Name** & 2023 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

Email *

allenzaman@intrepidelectronic.com

Select the year you want to be on the District's Informal Bidding Contractors List: *



2023

Business Name: *

Intrepid Electronic Systems, Inc.

Business Street Address: *

520 2nd Avenue

Business City: *

Crockett

Business State: *

CA

Business Zip Code: *

94525

Business Contact Name: *

Allen Zaman

E-Mail Address: *

allenzaman.intrepidelectronic.com

Additional E-Mail Address:

accounting@intrepidelectronic.com

Business Phone Number: *

510-597-9966

Business Fax Number:

Business Website Address:

www.intrepidelectronic.com

DIR (Dept. of Industrial Relations) Registration Number (#) *

1000004656

DIR (Dept. of Industrial Relations) Registration Expiration Date: *

MM DD YYYY

06 / 30 / 2025

Current CSLB (California State Licensing Board) Number (#) or Not Applicable (N/A): *

739369

CSLB License Expiration Date:

MM DD YYYY

08 / 31 / 2023

PWC Registration Number:

1000004656

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 "

Company Name & 2023 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 **"Company Name** & 2023 CUPCCAA Registration" in the subject line. *

☒ Yes

☐ No

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