

July 29, 2025

Brenda Parella Greystone West Company 621 West Spain Street Sonoma, CA 95476

REF: CNC CUPCCAA Contract – Graham MS & Stevenson ES Clock/Speaker Upgrade

Hi Brenda,

Attached is a Partially executed agreement for Graham MS & Stevenson ES Clock/Speaker Upgrade, Mountain View Whisman School District. This transmittal letter includes the following artifacts;

- 1. Signed CUPCCAA Contract
- 2. Copy of Performance and Payment Bond

Please send a copy of the signed contract when available. We will be sending you copies of the Performance and Payment bond via postal mail, for your records

We look forward to supporting your project and working with your team.

Kind regards.

Nicole Cheatum

**Project Coordinator** 

Nicole Cheatum

#### **CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS**

For

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA")

THIS CONTRACT is made and entered into this July 18, 2025 ("Contract"), by and between Consolidated Networks Corporation ("Contractor") and Mountain View Whisman 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 One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars (\$116,592.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

GRAHAM MIDDLE SCHOOL & STEVENSON ELEMENTARY SCHOOL CLOCK/SPEAKER UPGRADE PROJECT ("Project" or "Contract")

- 2. Payment. Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
- 3. <u>Site.</u> Contractor shall perform the Work at Graham Middle School, 1175 Castro Street & Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
- 4. Contract Time & Liquidated Damages. Work shall be completed within Fifty-Nine (59) consecutive calendar days from the date specified in the District's Notice to Proceed. Construction work is between August 1, 2025 August 22, 2025. ("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 <a href="Two-Hundred and Fifty Dollars">Two-Hundred and Fifty Dollars</a> (\$250.00) 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.

- a. Payment Bond & Performance Bond: Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and	\$1,000,000 per occurrence;
Completed Operations Coverage	\$2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single	\$1,000,000 per occurrence;
Limit	\$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000

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

7. Contract Documents. The Contr	act Documents inclu	ude only the following documents, as indicated:
X Bid Form and Proposal		X_Lead-Product(s) Certification
X Bid Bond		X Roofing Contract Financial Interest Certification
X Notice to Proceed		X Russian Sanctions Certification
X Terms and Conditions t	o Contract	X_Insurance Certificates and Endorsements
X Noncollusion Declaration		X Performance Bond
X Prevailing Wage Certific	cation	X Payment Bond
X Workers' Compensation		X_Exhibit "A" ("Scope of Work")
X Criminal Background In		tion Plans
X Asbestos & Other Haza	rdous Materials Cert	tification Work Specifications
8. <b>Notice</b> . Any notice required or received if given in writing and e	permitted to be given ither personally deli	ren under this Agreement shall be deemed to have been given, served, and ivered or sent by overnight delivery service addressed as follows:
Mountain View Whisman Sch	nool District	Contractor
Mountain View Whisman Sch		Consolidated Networks Corporation
1400 Montecito Ave.		2140 Icon Way, Suite 200
Mountain View, CA 94043 Attn: Rebecca Westover, CBO		Vacaville, CA 95688 ATTN: John Kowalsky
business day next following deliv	very thereof to the o	y signing this Contract, Contractor certifies, under penalty of perjury, that all
Dated:	, 2025	Dated:July 28th, 2025
Mountain View Whisman School D	istrict	Consolidated Networks Corporation
Ву:		By:
Print Name: <u>Rebecca Westover, E</u>	d. D	Print Name: John Kowalsky
Print Title: Chief Business Officer		Print Title: Managing Director
Information regarding Contractor:		
Type of Business Entity:		-ti
Individual Sole Proprietorship		ation and/or Social Security Number ses Code, title 26, sections 6041 and 6109 require non-corporate
Partnership		or more to furnish their taxpayer identification number to the
Limited Partnership		States Code also provides that a penalty may be imposed for
X Corporation		he taxpayer identification number. In order to comply with
Limited Liability Company these rules, the District requires y		istrict requires your federal tax identification number or Social
Other:	Security number, v	whichever is applicable.

6. <u>Terms & Conditions.</u> The Contractor agrees to comply with the Terms and Conditions.

#### **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.
- 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 harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of

- 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 District.
- 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 percent (90%) 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**: In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. 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. All claims over Three Hundred Seventy-Five Thousand Dollars (\$375,000), which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.
  - Notice of the demand for arbitration of a dispute shall be filed in writing with the other Party.
  - The demand for arbitration of any claim of over Three Hundred Seventy-five Thousand Dollars (\$375,000) shall be made within a reasonable time after written notice of the dispute has been provided to the other Party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment.
- 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.
- 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. 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.
- 36. **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.
- 37. 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.
- 38. **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.
- 39. **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.
- 40. **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.



# PREVAILING WAGE CERTIFICATION

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:	July 28, 2025
Proper Name of C	ontractor: Consolidated Networks Corporation
Signature:	Om 1. Knows
Print Name:	John Kowalsky
Title:	Managing Director

# **WORKERS' COMPENSATION CERTIFICATION**

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: _	July 28, 2025	
Proper Name of Co	ontractor: Consolidated Networks Corporation	
Signature:	I have	
Print Name:	John Kowalsky	
Title:	Managing Director	

(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

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	on Code. Contractor has taken at least one of the following actions with respect to the Project (check all that apply):	
		The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 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	
		Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or	
	Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:  Name:  Title:		
	_X	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.	
2.	Project	's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's /ebsite (http://www.meganslaw.ca.gov/).	
su	bcontract	s responsibility for background clearance extends to all of its employees, subcontractors, and employees of tors coming into contact with District pupils regardless of whether they are designated as employees or acting as at contractors of the Contractor.	
Da	ate:	July 28, 2025	
Pr	oper Nan	ne of Contractor: Consolidated Networks Corporation	
Si	gnature:		
Pr	int Name	: John Kowalsky	
Ti	tle:	Managing Director	

#### **ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

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:	luly 28, 2025
Proper Name of Contractor:	Consolidated Networks Corporation
Signature:	A TOTAL TOTA
Print Name:	John Kowalsky
Title:	Managing Director

#### LEAD-PRODUCT(S) CERTIFICATION

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:	July 28, 2025	
Proper Name of Contractor:	Consolidated Networks Corporation	
Signature:	A. Cardy	
Print Name:	John Kowalsky	
Title:	Managing Director	

#### ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

PROJECT/CONTRACT NO.: between <b>Mountain View Whisman School District</b> (the "District (the "District") (the "Contractor" or the "Bidder") (the "Contract" or the "Project").	" or the "Owner") and _
I,[Your Name],	ntribution, or any ract on the Project. As
I,[Your Name],	[Firm Name] ship in connection with distributor, or vendor
l,[Your Name],	cturer, distributor, or
For Projects without substantive roofing components, check the following box and execute this certification  The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollar certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.	of twenty five percent ars (\$21,000) or less.
Date: N/A  Proper Name of Contractor:	
Signature:  Print Name:	
Title:	

# Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "State Order").

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to

Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date:	July 28, 2025
Proper Name of C	Contractor: Consolidated Networks Corporation
Signature:	Jag Book
Print Name:	John Kowalsky
Title:	Managing Director

# EXHIBIT "A" ("SCOPE OF WORK")

Description: Replace existing Bogen Public Address system with Front Row Conductor to match the
District standards at the balance of the District sites. Replace Bogen Clock system
with American Time Clock system to match District standards.

#### PERFORMANCE BOND

## PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

#### **KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Mountain View Whisman School District ("District") and Consolidated Networks Corporation, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Graham Middle School & Stevenson Elementary School - Clock/Speaker Upgrade Project ("Project" or "Contract")

which Contract dated July 18, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and \_\_\_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

#### One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars

(\$116,592.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the Cistrict, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel: RLI Insurance Company 9025 N. Lindbergh Dr., Peoria, IL 61615 Attention: Claims Department Telephone No.:( 800 ) 645 - 2402 Fax No.: (800 ) 6796 E-mail Address: new.claim@rlicorp.com IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 23rd day of 1uly , 2025. **Principal** Surety Consolidated Networks Corporation RLI Insurance Company (Name of Principal) (Name of Surety) Signature of Person with Authority) Andrew M. Treat (Print Name) (Print Name) Andrew M. Treat (Name of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

918-299-2345

PO Box 1050, Jenks, OK 74037 (Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

#### **PAYMENT BOND**

# PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price) (Note: Contractors must use this form, NOT a surety company form.)

#### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Mountain View Whisman School District ("District") and Consolidated Networks Corporation ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Graham Middle School & Stevenson Elementary School - Clock/Speaker Upgrade Project ("Project" or "Contract")

which Contract dated **July 18, 2025**, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and \_\_\_\_\_\_RLI Insurance Company \_\_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

#### One Hundred Sixteen Thousand Five Hundred Ninety-Two Dollars

(\$116,592.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparthereof, have been duly executed by the Principal a	rts of this instrument, each of which shall for all purpos and Surety above named, on the <u>23rd</u> day of <u>July</u>	es be deemed an original , 2025.
<u>Principal</u>	Surety	
Consolidated Networks Corporation (Name of Principal)	RLI Insurance Company (Name of Surety)	
(Signature of Person with Authority)	(Signature of Person with Authority)	
(Print Name)	Andrew M. Treat (Print Name)	
	Andrew M. Treat (Name of California Agent of Surety)	
	PO Box 1050, Jenks, OK 74037 (Address of California Agent of Surety)	
	918-299-2345 (Telephone Number of California Agent of Surety)	

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.



My Commission Expires:

05/30/2029

RLI Insurance Company P.O. Box 3967 Peoria, IL 61612-3967 Phone: 309-692-1000 Fax: 309-683-1610

# **ACKNOWLEDGEMENT OF SURETY**

Dal Palaye

David Pennekamp

A notary public or other officer completing this certificate verifies only the identity of the individual	Bond No. <u>RCB0059199</u>
who signed the document to which this certificate is	
attached, and not the truthfulness, accuracy, or	
validity of that document.	
STATE OF Oklahoma	
COUNTY OF Tulsa	} ss.
On this July 23rd, 2025 before me,	David Pennekamp Notary Public , Here Insert Name and Title of the Officer
personally appeared Andrew M. Tre Name(s) of Signer	
be the person(s) whose name(s) is/are subscribed to t	the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and the	at by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed this	is instrument.
I certify under PENALTY OF PERJURY under the la	ws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.	
	DAVID PENNEKAMP NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES MAY 30, 2029 COMMISSION # 25006444



# **POWER OF ATTORNEY**

# RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

# Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and In	surance Company, each an Illinois corporation. (separately and
together, the "Company") do hereby make, constitute and appoint:	
Vicky Jarvis, William Tippit, Gary Jones, Robin Owens, Dede Allen, Andr Tedford, Monte Thompson, David Pennekamp, jointly or severally	rew M. Treat, Johnna Smith, Angela Holmstrom, Mark
The mipson, Savid I emickamp, jointry of severally	
in the City of Jenks, State of Oklahoma full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed ( \$25,000,000.00 ) for any single obligation.	and deliver for and on its hehalf as Surety in general any and all
The acknowledgment and execution of such bond by the said Attorney in executed and acknowledged by the regularly elected officers of the Compa	Fact shall be as binding upon the Company as if such bond had been any.
RLI Insurance Company and/or Contractors Bonding and Insuran following is a true and exact copy of a Resolution adopted by the Board of	ace Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treas of Directors may authorize. The President, any Vice President, Sec Attorneys in Fact or Agents who shall have authority to issue bonds, policies in Fact or Agents who shall have authority to issue bonds, policies, undertakings signature of any such officer and the corporate seal may be printed by factorized.	cretary, or any Vice President, or by such other officers as the Board cretary, any Assistant Secretary, or the Treasurer may appoint icies or undertakings in the name of the Company. The corporate is Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective Sr. Vice Pre June , 2025 .	tractors Bonding and Insurance Company, as applicable, have sident with its corporate seal affixed this 24th day of
State of Ohio	RLI Insurance Company Contractors Bonding and Insurance Company  By: Eric Raudins  Sr. Vice President
On this 24th day of June, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 23rd day of July 2025
Jill A. Scott  Notary Public  Notary Public  State of Ohlo  My Comm. Expires September 22, 2025	RLI Insurance Company Contractors Bonding and Insurance Company  By:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/11/2025

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

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

this certificate does not come rights to the certificate holder in nea of such endorsement(s).					
PRODUCER		CONTACT Ashley Myres			
Tedford Insurance		PHONE (A/C, No, Ext): (405) 608-2750	FAX (A/C, No): (918) 299-5	5441	
50 Penn Place		E-MAIL ashleym@tedfordinsurance.com			
1900 NW Expressway Ste R-117		INSURER(S) AFFORDING COVERAGE		NAIC#	
Oklahoma City	OK 73118	INSURER A: Chubb National Insurance Company		10052	
INSURED		INSURER B: Great Northern Insurance Co.		20303	
Consolidated Networks Corp.		INSURER C: Federal Insurance Company		20281	
722 N. Broadway, Suite 203		INSURER D: Chubb Indemnity Insurance Company		12777	
		INSURER E: Underwriters at Lloyd's, London		15792	
Oklahoma City	OK 73102	INSURER F:			
	04/0F ALOD				

COVERAGES CERTIFICATE NUMBER: 24/25 ALOB 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.

	ISR   POLICY EXP   ADDL SUBR  POLICY EXP						
INSR LTR	TYPE OF INSURANCE	INSD V	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE COCCUR						EACH OCCURRENCE \$ 1,000,000  DAMAGE TO RENTED
							MED EXP (Any one person) \$ 10,000
Α				D01841804	09/13/2024	09/13/2025	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$
В	OWNED SCHEDULED AUTOS			73636327	09/13/2024	09/13/2025	BODILY INJURY (Per accident) \$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	➤ UMBRELLA LIAB ➤ OCCUR						EACH OCCURRENCE \$ 10,000,000
С	EXCESS LIAB CLAIMS-MADE			56718753	09/13/2024	09/13/2025	AGGREGATE \$ 10,000,000
	DED   RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N						➤ PER STATUTE OTH- ER
l <sub>D</sub>	ANY PROPRIETOR/PARTNER/EYECLITIVE	N/A		71764763	09/13/2024	09/13/2025	E.L. EACH ACCIDENT \$ 1,000,000
-	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional - Tech - Network Liability						Each Claim \$2,000,000
E	* Installation Floater			WG00001482AF	08/07/2024	09/13/2025	Policy Aggregate \$2,000,000
							* Transit & Installation \$500,000

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

Project: Graham Middle School & Stevenson Elementary School Clock/Speaker Upgrade

Owner: Mountain View Whisman School District, 1400 Montecito Ave., Mountain View, CA 94043

Project Address: Graham Middle School, 1175 Castro St., Mountain View, CA, Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA

Additional Insured: Mountain View Whisman School District (Owner), the Architect and the Project Manager, its officers, directors and employees.

Umbrella underlying policies are Workers Compensation #38WECAT8APU; General Liability #38SBAVL4865 and Auto Liability #38UECEK6995.

CERTIFICAL	E HOLDER		CANCELLATION
Mountain View Whisman School District 1400 Montecito Ave.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	1400 Monteone / We.		AUTHORIZED REPRESENTATIVE
	Mountain View	CA 94043	I francisco



# COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured CONSOLIDATED NETWO	ORKS CORP		
Policy Number	Policy Period	Effective Date of Endorsement	
D01841804	09-13-2024 to 09-13-2025	09-13-2024	
Name of Company			
CHUBB NATIONAL INSURANCE COMPANY			

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force
B. Non-Owned Watercraft Under 55 Feet
C. Non-Owned Aircraft Exception
D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured
E. Electronic Data – Exception For Physical Injury To Tangible Property
F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire
G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts
H. Medical Expenses Coverage – Three Years To Report Expenses
I. Supplementary Payments – Increased Limits
J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies
K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services
L. Additional Insureds
Controlling Interest
Lessors Of Leased Equipment
Managers Or Lessors Of Premises
Mortgagee, Assignee Or Receiver
Other Persons Or Organizations Pursuant To A Contract Or Agreement
Trade Show Event Lessor
Vendors
M. Medical Expense Limit – \$15,000
N. Knowledge/Notice Of Occurrence
O. Primary And Non-Contributory
P. Unintentional Failure To Disclose Hazards
Q. Waiver Of Subrogation Required By Contract
R. In Rem
S. Coverage Territory – Limited Worldwide
T. Insured Contract Amended – Railroad Limitations Removed
A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force

Exclusion a. under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced by the following:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. Non-Owned Watercraft Under 55 Feet

Paragraph (2) of Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 55 feet long; and
  - **(b)** Not being used to carry persons or property for a charge;

## C. Non-Owned Aircraft Exception

Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

This exclusion does not apply to:

- **(6)** An aircraft you do not own provided:
  - (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - **(b)** It is rented with a trained, paid crew; and
  - (c) It does not transport persons or cargo for a charge.

# D. Damage To Property - Exception For Equipment Loaned Or Rented To The Insured

Exclusion j. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

# E. Electronic Data – Exception For Physical Injury To Tangible Property

Exclusion **p.** under Paragraph **2.** Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

# p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

# F. Pollution - Exception For Damage To Rented Premises Caused By Hostile Fire

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

This exclusion does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a "hostile fire", explosion, smoke or leakage from fire protection equipment.

#### G. Personal And Advertising Injury Coverage - Contractual Liability Exception For Insured Contracts

Exclusion e. under Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is deleted and replaced by the following:

#### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an "insured contract" provided the "personal and advertising injury" is caused by an offense first committed after the execution of the contract or agreement.

# H. Medical Expenses Coverage – Three Years To Report Expenses

Subparagraph 1.a.(b) under Section I – Coverage C – Medical Payments is deleted and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

# I. Supplementary Payments – Increased Limits

Paragraph 1. under Section I – Supplementary Payments –Coverages A And B is deleted and replaced by the following:

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - **a.** All expenses we incur.
  - **b.** The cost of:
    - (1) Bail bonds; or
    - **(2)** Bonds required to:
      - (a) Appeal judgments; or
      - **(b)** Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- **c.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- **d.** All court costs taxed against the insured in the "suit".
- **e.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- **f.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

# J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies

Paragraph 2. under Section II – Who Is An Insured is deleted and replaced by the following:

- 2. If there is no other insurance available, each of the following is also a Named Insured:
  - **a.** A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such

- organization; or
- **b.** A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

# K. Who Is An Insured - Employees Including Incidental Healthcare Professional Services

Paragraph 3.a. under Section II – Who Is An Insured is deleted and replaced by the following:

- **3.** Each of the following is also an insured:
  - **a.** Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
      - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, "executive officers", partners or supervisors as insureds;
- (ii) Your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee"; or
- (iii) Your "employees" who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

#### L. Additional Insureds

Paragraph 3. under Section II – Who Is An Insured is amended by including the following:

#### **Controlling Interest**

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

#### **Lessors Of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an "occurrence" that takes place, or an offense that is committed, after the equipment lease ends.

# **Managers Or Lessors Of Premises**

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An "occurrence" that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

#### Mortgagee, Assignee Or Receiver

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### Other Persons Or Organizations Pursuant To A Contract Or Agreement

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

#### **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

#### Vendors

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

# **Limitations Applicable To Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following limitations apply to such insured:

- (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.

#### **Limits Of Insurance Applicable to Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following is added to **Section III – Limits Of Insurance**:

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

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

#### M. Medical Expense Limit – \$15,000

Paragraph 7. under Section III – Limits Of Insurance is amended by including the following:

The Medical Expense Limit is the greater of:

- **a.** \$15,000; or
- **b.** The amount shown in the Declarations for the Medical Expense Limit.

# N. Knowledge/Notice Of Occurrence

Paragraph 2. under Section IV – Commercial General Liability Conditions is amended to include the following:

- **f.** Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense.
- **g**. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

#### O. Primary And Non-Contributory

Subparagraph 4.a. under Section IV - Commercial General Liability Conditions is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

#### P. Unintentional Failure To Disclose Hazards

Paragraph 6. under Section IV – Commercial General Liability Conditions is amended to include the following:

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

# Q. Waiver Of Subrogation Required By Contract

Paragraph 8. under Section IV – Commercial General Liability Conditions is deleted and replaced by the

following:

## 8. Waiver Of Subrogation Required By Contract

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage  $\mathbb{C}$ .

#### R. In Rem

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

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

#### S. Coverage Territory – Limited Worldwide

Paragraph **4.** under **Section V – Definitions** is deleted and replaced by the following:

**4.** "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- **b.** Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

#### T. Insured Contract Amended – Railroad Limitations Removed

Paragraph 9. under Section V – Definitions is deleted and replaced by the following:

- 9. "Insured contract" means:
  - **a.** A lease of premises;
  - **b.** A sidetrack agreement;
  - **c.** An easement or license agreement;
  - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - **f.** Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative



#### DESIGNATED PROJECT GENERAL AGGREGATE LIMIT

Named Insured CONSOLIDATED NETWO	ORKS CORP		
Policy Number	Policy Period	Effective Date of Endorsement	
D01841804	09-13-2024 to 09-13-2025	09-13-2024	
Name of Company			
CHUBB NATIONAL INSURANCE COMPANY			

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

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

- **A.** For the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" 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 "project" shown in the Schedule above:
  - 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. Subject to the Each Occurrence Limit and all other applicable limits, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Coverage A, except in connection with "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 or under Coverage C shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- **B.** For the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" or "property damage" 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 "project" shown in the Schedule above:
  - 1. Any payments made under Coverage A or under Coverage C shall reduce the amount available under the General Aggregate Limit; and
  - 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "projects", and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- **D.** If the applicable designated "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project". "Project" shall be deemed to include, collectively, all "locations" and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such "project".
- **E.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definitions:
  - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  - "Project" means a project (taking place away from premises owned by or rented to you) on which you are performing operations.
- **F.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All Other Terms And Conditions Remain Unchanged.

Authorized Representative

#### TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown	ı in	ı the	Schedule.
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Schedule

- (□) Specific Waiver
   Name of person or organization
  - (⊠) Blanket Waiver

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09–13–24** Policy No. **71764763** 

Endorsement No. Premium \$ Incl.

Insured CONSOLIDATED NETWORKS CORP

Insurance Company Chubb Indemnity Insurance Company

Countersigned By \_\_\_\_\_

WC 42 03 04 B

(Ed. 6-14)

(Ed. 4-84)

#### 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

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09-13-24	Policy No. <b>71764763</b>	Endorsement No.
Insured CONSOLIDATED NETWORKS	S CORP	Premium \$ Incl.

Insurance Company Chubb Indemnity Insurance Company

Countersigned By	

# Policy No: 73636327

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - OKLAHOMA

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

- EXTENDED CANCELLATION CONDITION
   Paragraph A.2.b. CANCELLATION of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

# A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

## B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

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

#### C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You:
- 2. Any of your "employees" or agents; or
- Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

# D. Persons And Organizations As Insureds Under A Written Insured Contract Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is

amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

Form: 16-02-0300 (Ed. 11-16)



However, such person or organization is an "insured" only:

- with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.
- FELLOW EMPLOYEE COVERAGE
   EXCLUSION 5. FELLOW EMPLOYEE of SECTION II LIABILITY COVERAGE does not apply.
- 4. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
- 5. AUTO LOAN/LEASE GAP COVERAGE Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
  - c. **Unpaid Loan or Lease Amounts**In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
  - 1. The amount paid under the Physical Damage Coverage Section of the policy; and
  - 2. Any:
    - a. Overdue loan/lease payments at the time of the "loss":
    - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - c. Security deposits not returned by the lessor:
    - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

#### 6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

#### d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
- 7. EXTRA EXPENSE BROADENED COVERAGE
  Paragraph A.4. COVERAGE EXTENSIONS of
  SECTION III PHYSICAL DAMAGE COVERAGE
  is amended to add the following:
  - e. **Recovery Expense**We will pay for the expense of returning a stolen covered "auto" to you.

# 8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

- 9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT BROADENED COVERAGE
  Paragraph C.1.b. LIMIT OF INSURANCE of SECTION III PHYSICAL DAMAGE is deleted and replaced with the following:
  - \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
    - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
    - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Form: 16-02-0300 (Ed. 11-16)



(3) An integral part of such equipment.

## 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

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

## 11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

# 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred:
- (2) The insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

## 13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or

organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

# 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, coverage is not voidable under this Coverage Form because of such failure.

## 15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

## 16. HIRED AUTO - COVERAGE TERRITORY

Paragraph B.7.b. (5) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less: and

## 17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Form: 16-02-0300 (Ed. 11-16)

# **AM Best Rating Services**

# **RLI Insurance Company**

BestLink 🔓

AMB #: 004210 NAIC #: 13056 FEIN #: 370915434

## **Mailing Address**

9025 N. Lindbergh Drive Peoria, Illinois 61615 <u>United States</u>

Web: <u>www.rlicorp.com</u> Phone: 309-692-1000 Fax: 309-689-8676

View Additional Address Information

## AM Best Rating Unit: AMB #: 003883 - RLI Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, <u>058460 - RLI Corp.</u> is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of <u>operating insurance entities</u> in this structure.

## **Best's Credit Ratings**

# Financial Strength View Definition

Rating (Rating Category): A+ (Superior)

Outlook (or Implication): Positive

Action: Affirmed

Effective Date: January 30, 2025
Initial Rating Date: June 30, 1974

## **Long-Term Issuer Credit** View Definition

Rating (Rating Category): aa (Superior)

Outlook (or Implication): Positive

Action: Affirmed

Effective Date: January 30, 2025
Initial Rating Date: June 27, 2005

## Financial Size Category View Definition

Financial Size Category: XIV (USD 1.50 Billion to Less than 2.00

Billion)

# **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst II: Christine DePalma

Director: Rosemarie Mirabella

Note: See the Disclosure information Form or Press Release below for

the office and analyst at the time of the rating event.

# Disclosure Information

# **Disclosure Information Form**

View AM Best's Rating Disclosure Form

## **Press Release**

AM Best Revises Outlooks to Positive for RLI Corp. and

<u>Its Subsidiaries</u> January 30, 2025

View AM Best's Rating Review Form

u Denotes Under Review Best's Rating

## **Rating History**

A.M. Best has provided ratings & analysis on this company since 1974.

Financial Strength Rating		
Effective Date	Rating	
January 30, 2025	A+	
January 11, 2024	A+	
December 13, 2022	A+	
November 30, 2021	A+	
November 17, 2020	A+	

Long-Term Issuer Credit Rating		
Effective Date	Rating	
January 30, 2025	aa	
January 11, 2024	aa	
December 13, 2022	aa	
November 30, 2021	aa	
November 17, 2020	aa	

## **Related Financial and Analytical Data**

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB#	Company Name	Company Description
003883	RLI Group (G)	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.
	Rating Unit	

## **Best's Credit & Financial Reports**



<u>Best's Credit Report</u> - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: <u>003883 - RLI Group.</u>



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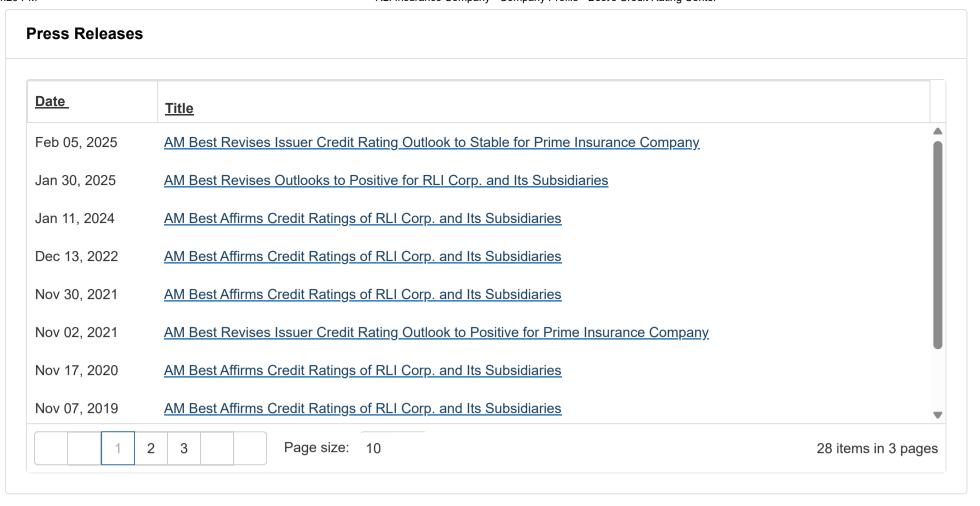


<u>Best's Financial Report</u> - financial data included in Best's Financial Report reflects the most current data available to AM Best including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



<u>Best's Financial Report - Archive</u> - reports which were released prior to the current Best's Financial Report.

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Old Company Names

9025 N LINDBERGH DR **PEORIA, IL 61615** 800-331-4929

**RLI INSURANCE COMPANY** 

Agent for Service

**Old Company Names** Reference

**Effective Date** 

Information UNITED FOUNDERS NAT'L INS CO

10/19/1973

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**Agent For Service** 

Melissa DeKoven 2710 Gateway Oaks Drive, Suite 150N Sacramento CA 95833-3505

#### **Reference Information**

NAIC #:	13056	
California Company ID #:	2027-1	
Date Authorized in California:	12/09/1970	
License Status:	UNLIMITED-NORMAL	
Company Type:	Type: Property & Casualty	
State of Domicile:	ILLINOIS	

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## **NAIC Group List**

0783 NAIC Group #: **RLI INS GRP** 

## **Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

**AIRCRAFT** 

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

**CREDIT** 

DISABILITY

**FIRE** 

LIABILITY

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**MISCELLANEOUS** 

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**CHUBB NATIONAL INSURANCE COMPANY** 

**202B HALL'S MILL ROAD** WHITEHOUSE STATION, NJ 08889

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

AMANDA GARCIA

330 N Brand Blvd Ste 700 Glendale CA 91203

#### **Reference Information**

NAIC #:	10052	
California Company ID #:	4401-6	
Date Authorized in California:	03/06/1997	
License Status:	UNLIMITED-NORMAL	
Company Type:	Property & Casualty	
State of Domicile:	INDIANA	

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#### **NAIC Group List**

Chubb Ltd Grp NAIC Group #: 0626

#### **Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

**AIRCRAFT** 

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

COMMON CARRIER LIABILITY

**CREDIT** 

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**FIRE** 

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**GREAT NORTHERN INSURANCE COMPANY** 

**202B HALL'S MILL ROAD** WHITEHOUSE STATION, NJ 08889

800-252-4670

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

AMANDA GARCIA 330 N Brand Blvd Ste 700 Glendale CA 91203

**Reference Information** 

NAIC #:	20303
California Company ID #:	4375-2
Date Authorized in California:	08/30/1996
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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**NAIC Group List** 

NAIC Group #: 0626 Chubb Ltd Grp

**Lines Of Business** 

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

**AIRCRAFT** 

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

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**FEDERAL INSURANCE COMPANY** 

**202B HALL'S MILL ROAD** WHITEHOUSE STATION, NJ 08889

800-252-4670

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

AMANDA GARCIA 330 N Brand Blvd Ste 700

Glendale CA 91203

#### **Reference Information**

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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#### **NAIC Group List**

NAIC Group #: 0626 Chubb Ltd Grp

#### **Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

**AIRCRAFT** 

**AUTOMOBILE** 

**BOILER AND MACHINERY** 

**BURGLARY** 

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**CHUBB INDEMNITY INSURANCE COMPANY** 

436 WALNUT ST. PHILADELPHIA, PA 19106 908990392207

**Effective Date** 

07/01/1955

11/22/1994

Agent for Service

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SUN IND CO OF NY
SUN INSURANCE COMPANY OF NEW YORK

**Agent For Service** 

AMANDA GARCIA 330 N Brand Blvd Ste 700 Glendale CA 91203

### **Reference Information**

NAIC #:	12777
California Company ID #:	0744-3
Date Authorized in California:	05/12/1923
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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## **NAIC Group List**

NAIC Group #: 0626 Chubb Ltd Grp

## **Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

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**UNDERWRITERS AT LLOYDS, LONDON** 280 PARK AVENUE, EAST TOWER, 25TH FLOOR

NEW YORK, NY 10017

**Old Company Names** 

**Effective Date** 

**Agent For Service** 

INSURANCE COMMISSIONER 300 CAPITOL MALL, 17TH FLOOR SACRAMENTO CA 95814

**Reference Information** 

NAIC #:	32727
California Company ID #:	5756-2
Date Authorized in California:	12/22/2006
License Status:	N/A
Company Type:	Approved U.S. Trust (Reinsurance).
State of Domicile:	NEW YORK

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**NAIC Group List** 

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**Lines Of Business** 

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

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# **AM Best Rating Services**

# Chubb National Insurance Company

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AMB #: 011560 NAIC #: 10052 FEIN #: 223253301

## **Mailing Address**

202B Hall'S Mill Road

Whitehouse Station, New Jersey 08889

**United States** 

Web: <u>www.chubb.com</u>
Phone: 908-903-2000
Fax: 908-903-3805

**View Additional Address Information** 

## AM Best Rating Unit: AMB #: 058303 - Chubb Limited

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, <u>058303 - Chubb Limited</u> is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of <u>operating insurance entities</u> in this structure.

## **Best's Credit Ratings**

Action:

# Financial Strength View Definition

Rating (Rating Category): A++ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Effective Date: December 12, 2024

**Affirmed** 

Initial Rating Date: May 23, 1994

# Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 12, 2024

Initial Rating Date: March 02, 2006

## Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00

Billion)

# **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

**Director:** Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure information Form or Press Release below for

the office and analyst at the time of the rating event.

## **Disclosure Information**

# **Disclosure Information Form**

View AM Best's Rating Disclosure Form

## **Press Release**

AM Best Affirms Credit Ratings of Chubb Limited and Its

<u>Subsidiaries</u>

December 12, 2024

u Denotes Under Review Best's Rating

## **Rating History**

A.M. Best has provided ratings & analysis on this company since 1994.

# Financial Strength Rating Effective Date Rating December 12, 2024 A++ December 07, 2023 A++ December 01, 2022 A++ December 10, 2021 A++ December 17, 2020 A++

Long-Term Issuer Credit Rating		
Effective Date	Rating	
December 12, 2024	aa+	
December 07, 2023	aa+	
December 01, 2022	aa+	
December 10, 2021	aa+	
December 17, 2020	aa+	

# **Best's Credit & Financial Reports**



<u>Best's Credit Report</u> - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: <u>058303 - Chubb Limited.</u>



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<u>Date</u>	<u>Title</u>	
Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	,
Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
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Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	

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# **AM Best Rating Services**

# **Great Northern Insurance Company**

BestLink 🚨

AMB #: 002085 NAIC #: 20303 FEIN #: 410729473

## **Mailing Address**

202B Hall'S Mill Road Whitehouse Station, New Jersey 08889

**United States** 

Web: www.chubb.com Phone: 215-640-1000

View Additional Address Information

## AM Best Rating Unit: AMB #: 058303 - Chubb Limited

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional <u>news, reports and products</u> for this company.

Based on AM Best's analysis, <u>058303 - Chubb Limited</u> is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of <u>operating insurance entities</u> in this structure.

## **Best's Credit Ratings**

# Financial Strength View Definition

Rating (Rating Category):

Affiliation Code:

Outlook (or Implication):

Affirmed

Affirmed

Effective Date: December 12, 2024

Initial Rating Date: June 30, 1923

# Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 12, 2024

Initial Rating Date: March 02, 2006

## Financial Size Category View Definition

 $\textbf{Financial Size Category:} \quad \text{XV (Greater than or Equal to USD 2.00}$ 

Billion)

# **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

**Director:** Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure information Form or Press Release below for

the office and analyst at the time of the rating event.

# **Disclosure Information**

## **Disclosure Information Form**

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## **Press Release**

AM Best Affirms Credit Ratings of Chubb Limited and Its

<u>Subsidiaries</u>

December 12, 2024

u Denotes <u>Under Review Best's Rating</u>

## **Rating History**

A.M. Best has provided ratings & analysis on this company since 1923.

Financial Strength Rating	
Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating		
Effective Date	Rating	
December 12, 2024	aa+	
December 07, 2023	aa+	
December 01, 2022	aa+	
December 10, 2021	aa+	
December 17, 2020	aa+	

## **Best's Credit & Financial Reports**



<u>Best's Credit Report</u> - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: <u>058303 - Chubb Limited.</u>



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



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<u>Best's Financial Report - Archive</u> - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

<u>Date</u>	<u>Title</u>	
Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 07, 2023	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
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# AM Best Rating Services

# Federal Insurance Company

BestLink 🗖

AMB #: 002084 NAIC #: 20281 FEIN #: 131963496

## **Mailing Address**

202B Hall'S Mill Road

Whitehouse Station, New Jersey 08889

**United States** 

Web: www.chubb.com Phone: 215-640-1000

View Additional Address Information

## AM Best Rating Unit: AMB #: 058303 - Chubb Limited

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional <u>news, reports and products</u> for this company.

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## **Best's Credit Ratings**

Action:

# Financial Strength View Definition

A++ (Superior) Rating (Rating Category):

Outlook (or Implication): Stable **Affirmed** 

December 12, 2024 **Effective Date:** December 31, 1907 **Initial Rating Date:** 

## **Long-Term Issuer Credit** View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable Affirmed Action:

**Effective Date:** December 12, 2024

**Initial Rating Date:** March 17, 2005

# Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00

Billion)

# **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

**Director:** Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure information Form or Press Release below for

the office and analyst at the time of the rating event.

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## **Disclosure Information Form**

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**Subsidiaries** 

December 12, 2024

u Denotes <u>Under Review Best's Rating</u>

# **Rating History**

A.M. Best has provided ratings & analysis on this company since 1907.

Financial Strength Rating	
Effective Date	Rating
December 12, 2024	A++
December 07, 2023	A++
December 01, 2022	A++
December 10, 2021	A++
December 17, 2020	A++

Long-Term Issuer Credit Rating		
Effective Date	Rating	
December 12, 2024	aa+	
December 07, 2023	aa+	
December 01, 2022	aa+	
December 10, 2021	aa+	
December 17, 2020	aa+	

# **Related Financial and Analytical Data**

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB#	Company Name	Company Description
<u>087730</u>	Federal Insurance Company CAB	Represents the Property/Casualty financials for the Canada Branch of this legal entity.
090042	Federal Insurance Company (HKB)	Represents the Property/Casualty financials for the Hong Kong Branch of this legal entity.
<u>090456</u>	Federal Insurance Company KRB	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.

# **Best's Credit & Financial Reports**



<u>Best's Credit Report</u> - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: <u>058303 - Chubb Limited.</u>



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View additional news, reports and products for this company.

<u>Date</u>	<u>Title</u>	
Dec 12, 2024	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
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Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
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Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries	

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# **AM Best Rating Services**

# Chubb Indemnity Insurance Company

BestLink 🔓

AMB #: 011578 NAIC #: 12777 FEIN #: 223291862

## **Mailing Address**

202B Hall'S Mill Road Whitehouse Station, New Jersey 08889

**United States** 

Web: www.chubb.com Phone: 215-640-1000

View Additional Address Information

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## **Best's Credit Ratings**

# Financial Strength View Definition

Rating (Rating Category):

Affiliation Code:

Outlook (or Implication):

Action:

At++ (Superior)

g (Group)

Stable

Affirmed

Effective Date: December 12, 2024

Initial Rating Date: May 23, 1994

# Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 12, 2024

Initial Rating Date: March 02, 2006

## Financial Size Category View Definition

Financial Size Category: XV (Greater than or Equal to USD 2.00

Billion)

# **Best's Credit Rating Analyst**

Rating Office: A.M. Best Rating Services, Inc.

**Director:** Alan Murray

Senior Director: Carlos Wong-Fupuy

Note: See the Disclosure information Form or Press Release below for

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<u>Subsidiaries</u>

December 12, 2024

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## **Rating History**

A.M. Best has provided ratings & analysis on this company since 1994.

Financial Strength Rat	ting	
Effective Date	Rating	
	•	
December 12, 2024	A++	
December 07, 2023	A++	
December 01, 2022	A++	
December 10, 2021	A++	
December 17, 2020	A++	

Long-Term Issuer Credit Rating		
Effective Date	Rating	
December 12, 2024	aa+	
December 07, 2023	aa+	
December 01, 2022	aa+	
December 10, 2021	aa+	
December 17, 2020	aa+	

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## MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Consolidated Networks Corporation
*REQUIRED CHECKBOX* for Service Contracts  ☐ MVWSD Independent Contractor for Professional Services Agreement (PSA) completed  If MVWSD PSA is NOT used, explanation with corresponding documents is attached.
Cupcca is being used for this project.
\$50,000 or below, no further steps required. \$50,001 and above, completed the following items:  proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  *If it is advantageous for the district to pursue a particular vendor, a justification can be attached.
☐ Contract for Services (NOT Special Services)
\$50,000 or below, no further steps required.  \$50,001 - \$114,500, completed the following items:  proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
☐ Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.
☐ Contract for Waste Services {MOT or CBO}
Followed the applicable steps in the Purchasing Processes and Procedures document.
Contract for Transportation (Bus, Cars, etc.) Services
☐ Followed the applicable steps in the Purchasing Processes and Procedures document.
☐ Contract for Equipment, Materials and Supplies
\$75,000 or below, no further steps required.  \$75,001 - \$114,500, completed the following items:  proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology
Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.
Contract for Educational Materials {Ed Services}  proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)  Reviewed vendors' websites, references and qualifications to ensure applicable past experience.  Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

	Contract for Perishable Foods {Child Nutrition}					
proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)						
$\square$ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.						
Contract Ut	Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}					
Followed the applicable steps in the Purchasing Processes and Procedures document.						
	En onowed the applicable steps in the raichasing processes and procedures abcument.					
☐ Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Offc}						
∐Followed	Followed the applicable steps in the Purchasing Processes and Procedures document.					
☐ Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}						
Followed the applicable steps in the Purchasing Processes and Procedures document.						
Contract for Construction, Repair and Maintenance (MOT or CBO)						
<del>-</del>	<b>5,000</b> , completed the following items:	W 19				
	The state of the s	THE STATE OF THE STATE OF THE STATE OF	ied, best value, reasonably-priced vendor.)			
Reviewed vendors' websites, references and qualifications to ensure applicable past experience.						
$\square$ \$75,001 - \$220,000, followed the Informal Bid Process in the Purchasing Processes and Procedures document.						
☐ \$220,00°	\$220,001 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.					
Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.						
☐ Design-B	Build, utilized an RFQ, RFQ/P or RFP proces	s with the assistand	ce of legal counsel to ensure compliance			
with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.						
Contract for Energy Services That Will Generate Cost Savings						
Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document,						
plus the procurement steps in that document for Government Code §4217.10.						
Emergency Contracts (CBO Only)  Followed the applicable steps in the Purchasing Processes and Procedures document.						
	the applicable steps in the Furchasing Fre	reesses and Proced	ares document.			
*Both signatures below are required*						
	epartment Head		erson with Delegated Authority			
(Minimum: Ma	<ul> <li>Digitally signed by Jason Cave</li> </ul>	(Superintende	nt, CBO, Assoc. / Asst. Synaryintendent)			
Signature:	Jason Cave Date: 2025.08.13 12:04:42	Signature:	Rebecca Westover Date: 2025.08.14 09:17:38 -07'00'			
Date:	August 13 , 20 25	Date:	August 1425			
Print Name:	Jason Cave, Greystone West Co	Print Name:	Dr. Rebecca Westover			
Print Title:	Project Executive	Print Title:	Chief Business Officer			
For Department:						

Mountain View Whisman School District

Checklist not required for school sites