

| Board Office Use: <b>Legislative File Info.</b> |            |
|---|------------|
| File ID Number                                  | 25-1450    |
| Introduction Date                               | 06-25-2025 |
| Enactment Number                                |            |
| Enactment Date                                  |            |



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Marc Whitte, Director of Building and Grounds

**Board Meeting Date** June 25, 2025

**Subject** CMAS Purchase and Installation Agreement – Audio Enhancement, Inc.– Global Family Elementary School - Public Address System Replacement & Security Enhancements Project – Department of Buildings and Grounds

**Action Requested** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the District and Audio Enhancement, Inc., West Jordan, Utah for the latter to purchase and install a new Public Address System (PA) for the Global Family Elementary School PA System Replacement and Security Enhancements Project in the not-to-exceed amount of \$42,631.07 which includes a not-to-exceed amount for Additional Services of \$3,875.00, with services scheduled to commence on June 26, 2025 and is scheduled to last until August 11, 2025.

**Discussion** Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of a CMAS Purchase and Installation Agreement by and between the District and Audio Enhancement, Inc., West Jordan, Utah for the latter to purchase and install a new Public Address System (PA) for the Global Family Elementary School PA System Replacement and Security Enhancements Project in the not-to-exceed amount of \$42,631.07 which includes a not-to-exceed amount for Additional Services of \$3,875.00, with services scheduled to commence on June 26, 2025 and is scheduled to last until August 11, 2025.

**Fiscal Impact** Deferred Fund 140

**Attachments**

- Contract Justification Form
- General Services Agreement, including exhibits
- Insurance Certificate
- Routing Form

**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every**  
**Agenda Contract.**

Legislative File ID No. 25-1450

Department: Buildings and Grounds Department

Vendor Name: Audio Enhancement, Inc.

Project No.: 25065

Project Name: Global Family Elementary School -Public Address System Replacement  
& Security Enhancements Project

Contract Term: Intended Start: 06-26-2025      Intended End: 08-15-2025

Total Cost Over Contract Term: \$42,631.07

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

Summarize the services or supplies this contractor or vendor will be providing.

Purchase and install a new Public Address System (PA) for the Global Family Elementary School PA System Replacement and Security Enhancements Project

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a))

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- ☒ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: \_\_\_\_\_

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)).



**OAKLAND UNIFIED SCHOOL DISTRICT**  
**CMAS PURCHASE AND INSTALLATION AGREEMENT**

This CMAS PURCHASE AND INSTALLATION AGREEMENT (“**Agreement**”) is made this June 26, 2025, by and between **Oakland Unified School District** (“**District**”) and **AUDIO ENHANCEMENT, INC.**, a Utah corporation (“**Contractor**”) with respect to the following recitals:

**RECITALS**

A. District is a public school district organized and existing under the laws of the State of California.

B. Contractor has entered into a California Multiple Award Schedule Contract No. **3-23-01-1064** adopted by the General Services Administration, for the procurement of non-information technology commodities, under the applicable CMAS General Provisions (the “**CMAS Contract**”).

C. The Board of the District under Public Contract Code sections 10290 et seq. and 10298 et seq. may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements, including agreements with entities outside the state or other agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code.

E. The District plans to carry out the work as more particularly described in the proposal provided by Contractor, attached hereto as **Exhibit A** (“**Project**”).

F. The District intends to procure the items (“**Items**”) and services as more particularly described in the proposal provided by Contractor, attached hereto as **Exhibit A** (“**Proposal**”).

G. The Board of the District has determined that it is in the best interest of the District to utilize the CMAS Contract to complete the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **REFERENCE AND DEFINITION.**

A copy of the CMAS Contracts is attached hereto as **Exhibit B** and incorporated herein by

reference. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contracts, the CMAS Contracts shall control, except for Section 2 “Scope of Work”, Section 3 “Contract Time”, Section 4, “Liquidated Damage”, and Section 5 “Contract Price” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions. For the purposes of this Agreement, all references to the “State of California”, “State” and/or “Local Agency” in the CMAS Contracts shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California”, “State”, and/or “Local Agency” under the CMAS Contracts shall apply to the District under this Agreement.

## **2. SCOPE OF WORK.**

Contractor shall procure and deliver the Items and provide all materials, supplies, services and equipment necessary to complete the work as more particularly described in the Proposal attached hereto and incorporated herein as **Exhibit A** (collectively, the “**Work**”) for the District in connection with the Project.

## **3. CONTRACT TIME.**

Contractor shall commence and complete the Work pursuant to the following:

### **3.1 Commencement of Work**

Contractor shall commence the Work upon receipt of a written Notice to Proceed (“NTP”) issued by the District following execution of this Agreement.

### **3.2 Completion of Work**

Contractor shall complete all Work for the Project by August 11, 2025 (the “**Scheduled Completion Date**”).

### **3.3 District’s Right to Postpone**

The District reserves the right to postpone issuance of the NTP upon reasonable notice to Contractor. Contractor shall not be entitled to any claim of additional compensation as a result of District’s postponement of giving any notice to proceed.

## **4. LIQUIDATED DAMAGES.**

Liquidated damages shall be enforced in accordance with the CMAS Contracts. Failure by Contractor to complete the Work by the Scheduled Completion Date, as set forth in Article 3 of this Agreement and in the manner required by the Contract Documents, shall subject Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which District would suffer if the Work were not satisfactorily completed within the contract time set forth in Article 3 hereof, or if any specified portion of the Work were not completed by the Scheduled Completion Date, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely

administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the liquidated damages for the Contractor's failure to complete the Work by the Scheduled Completion Date and in the manner provided for by the Contract Documents are established in the amount of One Thousand Dollars and no/100 (\$1,000.00) per calendar day and as further set forth in the CMAS Contracts.

If liquidated damages accrue as described above, District, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due Contractor. In addition, if it is reasonably apparent to District before liquidated damages begin to accrue that they will accrue, District may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to District until all such liabilities are satisfied in full. In the event liquidated damages are not paid, Contractor further agrees that District may deduct such amount thereof from any money due or that may become due Contractor under this Agreement or the CMAS Contracts.

If District accepts any Work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding contract time, milestone deadlines, or liquidated damages.

## 5. **CONTRACT PRICE.**

As full compensation for Contractor's complete and satisfactory performance of the Work and activities described in the Contract Documents, District agrees to pay Contractor the "**Contract Price**" including (1) the price listed in the Proposal attached hereto as Exhibit A and (2) a not-to-exceed contingency allowance in the amount of Three Thousand Eight Hundred Seventy-Five Dollars and 00/100 (\$3,875.00), pursuant to the payment terms and conditions set forth in the Contract Documents. Contractor shall provide payment and performance bonds, each in the amount of one hundred percent (100%) of the Contract Price.

Contractor hereby represents and warrants that the prices indicated herein are the prices as accepted by the California Department of General Services ("**DGS**") for the identical items under the CMAS Contracts or are "Not Specifically Priced" items as that term is defined by the DGS.

Contractor acknowledges that the Contract Price includes all costs necessary for the delivery and installation of the Items and performance of the Work within the time allowed under Section 3 of this Agreement. Contractor further represents that it has thoroughly reviewed the Project scope, site conditions, and schedule requirements and agrees that the Contract Price is inclusive of all costs required to fully perform the Work. Contractor shall not be entitled to any additional compensation, claims, or damages, including but not limited to costs related to acceleration, overtime, or supervision, due to delays not caused by the District or its agents.

6. **PAYMENTS.**

The District shall make payments to the Contractor in accordance with the payment milestones set forth in the Proposal. Upon the occurrence of each milestone, the Contractor shall issue an invoice to the District, and payment of each invoice shall be due within forty-five (45) days of the invoice date. If the Contract Time is sixty (60) days or more, the Contractor may submit monthly invoices for the value of Work completed in the prior month. Upon receipt of each such invoice, the District shall promptly verify that the Work has been completed as represented. The District's Board has not determined that the Project is substantially complex, the standard five percent (5%) of the Contract Price ("**Retention**") shall apply and shall be withheld by the District. Within forty-five (45) days of the date of such verification, the District shall make payment equal to ninety-five percent (95%) of the value of the verified Work. The Retention shall be disbursed as part of the Final Payment. Final Payment of the Contract Price, including the Retention, shall be made upon completion of all Work, the Contractor's full performance of all other obligations under the Contract Documents, and submission of a properly itemized final invoice. Upon receipt of the final invoice, the District Representative will promptly verify completion and performance. Within forty-five (45) days of such confirmation, the District shall make Final Payment. All amounts previously retained from progress payments shall be released to the Contractor within sixty (60) days of completion of the Work and all other contractual obligations. The District may, in its sole discretion, condition payment of any portion of the Contract Price on the Contractor's preparation and District acceptance of a Schedule of Values, submittal of executed lien waivers and releases (for Progress or Final Payment, as applicable) from the Contractor and all Subcontractors receiving payment, and/or delivery of Certified Payroll records for the Contractor and Subcontractors. The District may withhold payment of any portion of the Contract Price at a rate of one hundred fifty percent (150%) of the value in question if there are claims or the likelihood of claims from subcontractors, suppliers, or others in connection with the Work; if there is defective or non-conforming Work that is not remedied; in the event of damages to the District; for liquidated damages; or in the case of any uncured default by the Contractor under the Contract Documents..

7. **TERMINATION.**

If the Contractor fails to perform the Work to the satisfaction of the District, fails to fulfill its obligations under this Agreement in a timely and professional manner, or violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon providing written notice to the Contractor. Additionally, the District may, at its sole discretion, terminate this Agreement for convenience by providing the Contractor with at least thirty (30) days' prior written notice. In the event of any termination, the District shall be obligated to pay the Contractor any outstanding undisputed invoices up to the effective date of termination. No early termination fees or penalties will apply. The District shall incur no liability for undelivered Items, Work or services beyond the effective termination date.

8. **CONFORMANCE TO CONTRACT DOCUMENTS.**

Contractor agrees that the Items and Work to be furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents, as defined below.

9. **TRANSPORTATION CHARGES.**

Contractor agrees to deliver all Items and Work prepaid unless otherwise specified. All costs for delivery of Items are the responsibility of Contractor unless otherwise stated in the Contract Documents, as defined below.

10. **INSURANCE.**

10.1 **Comprehensive General Liability and Automobile Insurance.**

Without in any way limiting the Contractor's liability or indemnification obligations set forth in the Contract Documents, the Contractor shall, at its sole cost and expense, secure and maintain throughout the Term of this Agreement the following insurance coverages: (i) comprehensive general liability insurance with limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate, including coverage for bodily injury, personal injury, property damage, and contractual liability; (ii) commercial automobile liability insurance with limits of not less than \$1,000,000.00 in the aggregate, covering all owned, non-owned, and hired vehicles, if applicable; and (iii) product liability insurance with limits of not less than \$4,000,000.00 in the aggregate, covering liability for products provided under this Agreement, including software, hardware, and intellectual property claims. All policies shall name the District and the District Parties as additional insureds (except for workers' compensation), be primary and non-contributory to any insurance or self-insurance maintained by the District, and include a waiver of subrogation in favor of the District and the District Parties. Certificates of insurance and endorsements evidencing the required coverages shall be provided to the District prior to the commencement of any work and shall include a declaration that the insurance shall not be suspended, voided, canceled, or reduced in coverage or limits without thirty (30) days' prior written notice to the District. The Contractor shall ensure that subcontractors performing work under this Agreement maintain equivalent insurance coverages, and the failure to maintain the required insurance or to provide proof of insurance shall constitute a material breach of this Agreement.

10.2 **Workers' Compensation.**

Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 et seq. during the duration of this Agreement. The District shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the District prior to the commencement of work under this Agreement. Notification by the carrier to the District at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

10.3 **Fire Insurance.**

Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work included within the scope of this Agreement, insuring the full replacement value of such work as well as the cost of any removal and demolition necessary to replace or repair all work damaged by fire. The amount of fire

insurance shall be subject to approval by the District and shall be sufficient to protect the Work against loss or damage in full until termination of this Agreement. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of this Agreement, the drawings and specifications without additional expense to the District.

11. **DSA OVERSIGHT PROCESS.**

To the extent applicable, the Contractor must comply with the applicable requirements of the DSA Construction Oversight Process (“**DSA Oversight Process**”), including but not limited to (a) notifying the District’s Inspector of Record/Project Inspector (“**IOR**”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District’s architect, any construction manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. To the extent applicable, if inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

12. **INDEPENDENT CONTRACTOR STATUS.**

Contractor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business. Contractor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Contractor understands and agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District’s employees are normally entitled.

13. **PREVAILING WAGES.**

The Work is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other

training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on the Work is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the District shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each subcontractor of the Contractor shall keep or cause to be kept an accurate record for Work showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

#### 14. **WORKING HOURS.**

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor of the Contractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The

Contractor and every subcontractor of the Contractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

15. **APPRENTICES.**

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

16. **TAXES.**

All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

17. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **MODIFICATION OF CONTRACT.**

Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Contractor of the changes by telephone call followed up with a written notice.



19. **AMENDMENTS.**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

20. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

21. **WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

22. **COMPLIANCE WITH LAW.**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.

23. **NON-DISCRIMINATION.**

There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

24. **ATTORNEYS' FEES.**

If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

25. **LIABILITY OF DISTRICT.**

Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

26. **TIME.**

Time is of the essence to this Agreement.

27. **WAIVER.**

No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

28. **ENTIRE AGREEMENT.**

The Contract Documents are intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **EXECUTION OF OTHER DOCUMENTS.**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. **WARRANTY OF AUTHORITY.**

The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

32. **CONTRACT DOCUMENTS.**

The following documents are incorporated into the Contract as the "Contract Documents":

- Exhibit A – Proposal
- Exhibit B – CMAS Contract.

33. **MEDIATION.**

A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation

within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **FINGERPRINTING REQUIREMENTS.**

Contractor shall comply with the fingerprinting requirements of Education Code section 45125.2, otherwise it shall comply with Education Code section 45125.1.

35. **PROJECT LABOR AGREEMENT.**

This Project IS NOT subject to the District's Project Labor Agreement. Contractor is responsible for familiarizing itself with the terms of such agreement and executing an agreement to be bound by its terms.

36. **SAFETY REGULATIONS.**

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

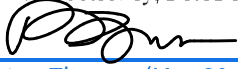
**OAKLAND UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

\_\_\_\_\_  
Date

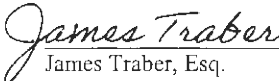
\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent  
and Secretary, Board of Education

\_\_\_\_\_  
Date

  
Preston Thomas (May 30, 2025 15:19 PDT)  
Preston Thomas, Chief Systems &  
Services Officer

\_\_\_\_\_  
Date

**Approval as to form:**

  
James Traber, Esq.  
Facilities Counsel

05/30/2025  
Date

**CONTRACTOR:**

**AUDIO ENHANCEMENT, INC.,**  
**a Utah corporation**

  
Contractor Signature 5/27/25  
Date

DENTON ANDERSON SR VP OPERATIONS  
Print Name Title

## **FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION**

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

☐ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: "Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

☒ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

The ☐ installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of Employees by District personnel.

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

**MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: Denton Anderson

Name: DENTON ANDERSON

Title: SR. VP OF OPERATIONS

Date: 5/27/25

**MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:**

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

Pursuant to, without limitation, 20 U.S.C. section 6083, California Labor Code sections 6400 et seq., Health & Safety Code sections 104350 et seq., California Business and Professions Code section 25608, California Education Code section 48900, and District Board Policies, all District sites, including the Project site, are tobacco-free and alcohol-free environments. Smoking, the use of tobacco products, and the possession, consumption, or distribution of alcoholic beverages by any person are strictly prohibited on or in District property. District property includes, but is not limited to, school buildings, school grounds, District-owned or leased vehicles, and any vehicles owned by others while on District property.

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 5/27/25 AUDIO ENHANCEMENT INC.  
Contractor

By: Denton Andes  
Signature

## **GUARANTEE**

**Project:           Lockwood Steam Academy PA System Replacement and Security Enhancement Project**

The Contractor hereby warrants and guarantees to the Oakland Unified School District ("District") that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including, without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including, without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

*[Remainder of page intentionally left blank]*



**Contractor**

AUDIO ENHANCEMENT INC,  
(Contractor Name)

Denton Anderson  
(Signature of Contractor's Authorized Employee, Officer  
or Representative)

DENTON ANDERSON - SR. VP OF OPERATIONS  
(Printed Name and Title)

5/27/25  
(Date)

## DESIGNATED SUBCONTRACTORS LIST

In compliance with the "Subletting and Subcontracting Fair Practices Act," California Public Contract Code sections 4100 to 4114, and any amendments thereto, each Contractor shall provide the information requested below for each subcontractor who will perform work, labor or render service to Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5%) of the Contractor's Total Contract Price and shall further set forth the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for any one portion of the Work.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Contract Price for which no subcontractor was designated in the original Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after District approval.

Pursuant to California Labor Code § 1725.5, for any project exceeding Twenty-Five Thousand Dollars (\$25,000), each listed subcontractor must be registered as a Public Works Contractor with the California Department of Industrial Relations (DIR) at the time of Contract execution. Each Contractor shall provide the DIR Public Works Contractor Registration Number for each subcontractor listed. Failure to comply with this requirement may result in rejection.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total Contract Price, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the Contract Documents shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the District's consent, to substitute a registered subcontractor for the unregistered subcontractor.

**Project:** **Lockwood Steam Academy PA System Replacement and Security Enhancement Project**

**Name of Contractor:** AUDIO ENHANCEMENT INC.

**Contractor's  
Authorized Signature:**

Deaton Audless

Description of Work to be Subcontracted

PER EXHIBIT A

CARSON, CA 90746

License No. CSLB 1028707

Description of Work to be Subcontracted

\_\_\_\_\_

\_\_\_\_\_

License No.

Description of Work to be Subcontracted

\_\_\_\_\_

License No. \_\_\_\_\_

Description of Work to be Subcontracted

\_\_\_\_\_

License No. \_\_\_\_\_

5

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

Name and Location of Subcontractor

Description of Work to be Subcontracted

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

License No. \_\_\_\_\_

Subcontractor DIR Registration No. \_\_\_\_\_

~~~~~

I am the authorized representative of the Contractor submitting this Designated Subcontractors List and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on MAY 27, 2025, at WEST JORDAN  
[city], UTAH [state].

Signature: Denton Anderson

Print Name: DENTON ANDERSON

Title: SR. VP OF OPERATIONS

## WORKERS' COMPENSATION CERTIFICATE

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 either as an individual employer, or as one employer in a group of employers, 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 or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 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 and will require all Subcontractors to do the same.

AUDIO ENHANCEMENT INC.

Contractor

By: Deaton Anderson

*In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

## NON-COLLUSION DECLARATION

*To be executed by the Contractor and submitted with the Project Forms.*

DENTON ANDERSON, declares that he or she is SR UP OF OPERATIONS of AUDIO ENHANCEMENT INC. and affirms that the Project proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Project proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Project proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Project proposal, or that anyone shall refrain from submitting the Project proposal; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the contract price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quotation are true and correct; and, further, that the Contractor has not, directly or indirectly, submitted his or her contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham quotation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/27/25 Denton Anderson  
Signature

## DIR REGISTRATION VERIFICATION

PROJECT: Lockwood Steam Academy PA System Replacement and Security Enhancement Project

I am the SR VP OF OPERATIONS of AUDIO ENHANCEMENT INC. ("Contractor")  
(Title/Position) (Contractor Name)

submitting the accompanying Project Forms for the Work described as Lockwood Steam Academy PA System Replacement and Security Enhancement Project

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Contractor's DIR Registration Number is: 1000038965. The expiration date of the Contractor's DIR Registration is JUNE 30, 2026.

3. If the Contractor is awarded the Contract for the Work and the expiration date of the Contractor's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Contractor completing all obligations under the Contract for the Work, the Contractor will take all measures necessary to renew the Contractor's DIR Registration so that there is no lapse in the Contractor's DIR Registration while performing Work under the Contract.

4. The Contractor, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Contractor has independently verified that each Subcontractor identified in the Designated Subcontractors List submitted with the Project proposal of the Contractor is currently a DIR registered contractor.

6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor's Designated Subcontractors List.

7. The Contractor's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor's Project proposal is subject to rejection for non-responsiveness.

*[Remainder of page intentionally left blank]*



I have personal firsthand knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this 27 day of MAY, 2025 at WEST JORDAN UTAH  
(City and State)

Denton Anderson

(Signature)

DENTON ANDERSON

(Name, typed or printed)

## DRUG-FREE WORKPLACE CERTIFICATION

I, DENTON ANDERSON, am the SR. VP OPERATIONS of AUDIO ENHANCEMENT INC.  
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
  - b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
  - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code § 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

*[Remainder of page intentionally left blank]*

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this 25 day of MAY, 2025 at WEST JORDAN UTAH  
(City and State)

By: Denton Anderson

DENTON ANDERSON  
(Typed or Printed Name)

Title: SR. VP OF OPERATIONS

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the submission for Lockwood Steam Academy PA System Replacement and Security Enhancement Project ("Project"), and submitted it to the Oakland Unified School District on behalf of AUDIO ENHANCEMENT INC. ("Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state Environmental Protection Agency ("EPA") or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the EPA.

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.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 29 day of MAY, 2025

AUDIO ENHANCEMENT INC.  
Name of Contractor (Print or Type)

By Denton Anderson  
Signature

Print Name DENTON ANDERSON Title SR. VP OF OPERATIONS

## **LEAD-BASED MATERIALS CERTIFICATION**

PROJECT/CONTRACT NO. 25-1448 between Oakland Unified School District ("District") and AUDIO ENHANCEMENT INC. ("Contractor") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- 1) Contractor's work may disturb lead-containing building materials.
- 2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- 3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

### **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

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 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

### **2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration (“Fed/OSHA”) and the California Division of Occupational Safety and Health (“Cal/OSHA”) have implemented safety orders applicable to all construction work where a contractor’s employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor’s employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- f. Lead contamination/emergency cleanup;
- g. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- h. Maintenance operations associated with the construction activities described in the subsection.

Because 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).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

#### 4. Contractor's Liability

Contractor shall comply with all applicable laws, rules, and regulations governing work with, and disposal, of lead. If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure 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 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.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date:

5/27/25

Proper Name of Contractor:

AUDIO ENHANCEMENT INC.

Signature:

Denton Anderson

Print Name:

DENTON ANDERSON

Title:

SR. VP OF OPERATIONS

## **HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS**

### **1. Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

### **2. Notice of Hazardous Waste or Materials**

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, 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) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

### **3. Additional Warranties and Representations**

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be



performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its Project proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

#### **4. Monitoring and Testing**

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

#### **5. Compliance with Laws**

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

- (1) The protection of the public health, welfare and environment;
- (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## **6. Disposal**

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## **7. Permits**

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
  - 1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
  - 2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the

all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## **8. Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

## **9. Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

## INDEPENDENT CONTRACTOR CERTIFICATION OF EMPLOYEE CLEARANCE

I, DENTON ANDERSON, on behalf of AUDIO ENHANCEMENT INC. (Company), certify that, pursuant to Education Code Sections 45125.1 and 45125.2, and this Facilities Lease, this business entity has conducted the required criminal background check(s) of all persons who will be providing continual supervision and monitoring of all persons who will be providing services to the District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice a shaving been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).

I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named.

(2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.

As further required by Education Code 45125.1, below is a list of names of the employees or agents of AUDIO ENHANCEMENT INC. (Company) who will be providing continual supervision and monitoring of all employees performing services on District property whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. I agree to keep this list current and to notify District of any additions/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this 27 day of MAY, 2025, in W. JORDAN, County, ~~California~~ UTAH  
Name of Company: AUDIO ENHANCEMENT INC.  
Name of Authorized Representative: DENTON ANDERSON  
Title: GR. VP OF OPERATIONS  
Company Address: 9858 S. AUDIO DR. WEST JORDAN UT 84081  
Telephone: 800-383-9362 Fax: \_\_\_\_\_  
Signature: Denton Anderson

### Fingerprinted Individuals Providing Continuous Supervision:

ARTHUR THOMPSON III - AT3 INC  
DANIEL IGNACIO  
NAZARET QUINTANILLO  
JOSE BALLESTAS  
FRAU QUINTERO

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither AUDIO ENHANCEMENT INC or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named Contractor on the 27 day of MAY, 2025 for the purposes of submission of this Project proposal.

(Corporate Seal)

By Denton Anderson  
Signature

DENTON ANDERSON  
Typed or Printed Name

SR VP OF OPERATIONS  
Title

5/27/25  
Date

As the awardee under this Project proposal, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 27 day of MAY, 2025, for the purposes of award of this contract.

(Corporate Seal)

By Denton Anderson  
Signature

DENTON ANDERSON  
Typed or Printed Name

SR VP OF OPERATIONS  
Title

5/27/25  
Date

**PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATE**

PROJECT/CONTRACT NO. 25-1448 between OAKLAND  
UNIFIED SCHOOL DISTRICT ("District") and AUDIO ENHANCEMENT INC.  
\_\_\_\_ ("Contractor") ("Contract" or "Project").

I hereby certify that I will conform to the State of California public works contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: 5/27/25

Proper Name of Contractor: AUDIO ENHANCEMENT INC.

Signature: Denton Anderson

Print Name: DENTON ANDERSON

Title: SR. VP OF OPERATIONS

**CONTRACTOR'S CERTIFICATE REGARDING**  
**PARTICIPATION OF**  
**DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Denton Anderson  
Signature

DENTON ANDERSON  
Typed or Printed Name

SR VP OF OPERATIONS  
Title

AUDIO ENHANCEMENT INC.  
Company

denton.anderson@audioenhancement.com  
Email



## PERFORMANCE BOND

WHEREAS, the Board of Education of the Oakland Unified School District ("District"), at its meeting on [Insert Date], has awarded to AUDIO ENHANCEMENT INC. ("Principal"), the Contract for performance of the following project ("Project"): Lockwood Steam Academy PA System Replacement and Security Enhancement Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and ACRISURE as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of THREE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED dollars 404 & 71 CENTS. (\$ 331,540.71) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal's breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining



balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

*[Remainder of page intentionally left blank]*

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 on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

TITLE \_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

## PAYMENT BOND

WHEREAS, the Oakland Unified School District ("District") and the Contractor, \_\_\_\_\_ ("Principal"), have entered into a contract ("Contract") for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the Lockwood Steam Academy PA System Replacement and Security Enhancement Project ("Project"), which Contract dated \_\_\_\_\_, 20\_\_, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_ as Surety, are held firmly bound unto District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials 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 Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

\_\_\_\_\_  
Title

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

**PERFORMANCE BOND**

WHEREAS, the Board of Education of the Oakland Unified School District ("District"), at its meeting on \_\_\_\_\_, has awarded to Audio Enhancement, Inc. ("Principal"), the Contract for performance of the following project ("Project"): Global Family Elementary School PA System Replacement and Security Enhancement Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of Fifty Five Thousand Five Hundred Forty Nine and 82/100 dollars (\$55,549.82) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal's breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance,

In witness whereof, this instrument has been duly executed by the Principal and Surety this  
27th day of May, 2025.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

Audio Enhancement, Inc.

PRINCIPAL

By:

Denton Anderson

SR. VP OF OPERATIONS

Title

Philadelphia Indemnity Insurance Company

SURETY

By:

Kevin Wojtowicz

Kevin Wojtowicz, Attorney-in-fact

Title



The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Authorized District Signature

**PAYMENT BOND**

WHEREAS, the Oakland Unified School District ("District") and the Contractor, Audio Enhancement, Inc. ("Principal"), have entered into a contract ("Contract") for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the Global Family Elementary School PA System Replacement and Security Enhancement Project ("Project"), which Contract dated June 26th, 2025, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and Philadelphia Indemnity Insurance Company as Surety, are held firmly bound unto District in the penal sum of Fifty Five Thousand Five Hundred\* Dollars (\$55,549.82), lawful money of the United States of America 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.

\*Forty Nine and 82/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials 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 Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

*[Remainder of page intentionally left blank]*



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 on the 27th day of May, 2025.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

Audio Enhancement, Inc.

PRINCIPAL

By: *Danfor Audersa*

TITLE SR. VP OF OPERATIONS

Philadelphia Indemnity Insurance Company

SURETY

By: *Kevin Wojtowicz*

TITLE Kevin Wojtowicz, Attorney-in-fact



The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized District Signature

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Wojtowicz of Nielson Hoover & Co. dba Nielson Mosholder & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

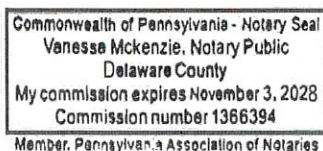
(Seal)



John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of May, 2025.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**EXHIBIT A**  
**PROPOSAL**

*[see attached]*

Global Family Equipment



9858 South Audio Drive  
West Jordan, UT 84081  
Toll free: (800) 383-9362  
Fax: (801) 254-3802

**QUOTE**

**95909**

**BILL TO**

OAKLAND UNIFIED SCHOOL DIST  
1011 Union Street  
Oakland CA 94607

**SHIP TO**

OAKLAND UNIFIED SCHOOL DIST  
Technology Services  
4917 Mountain Blvd  
Oakland CA 94601

Date: Mar 27, 2025  
Expires: Jun 27, 2025  
Customer Number: 1002642

Sales Rep: Samuel Lee  
Payment Terms: 30 days net

| Product    | Description   | Quantity | Price    | Total     |
|------------|---|----------|----------|-----------|
| ST-SP-0001 | CS-12 Ceiling Speaker, Circle Cut In, Plenum Rated, Set of 4                          | 8        | 381.88   | 3,055.04  |
| CK-4010    | Wiring Bundle for Sentinel Amplifiers   | 8        | 104.77   | 838.16    |
| NE-2035    | PoE Injector (Requires PoE Amplifier or Network Interface)                            | 8        | 79.94    | 639.52    |
| AM-3250.P  | MS-700 Optimum Amplifier with Integrated XD Receiver with Programming (Requires PoE+) | 8        | 2,096.64 | 16,773.12 |
| ST-XD-9061 | XD Teacher Box with Teacher Pendant and Student Handheld Microphone                   | 8        | 510.19   | 4,081.52  |

|                               |                      |
|-------------------------------|----------------------|
| Total Item Net Value          | 25,387.36 USD        |
| Freight                       | 609.30 USD           |
| State (%)                     | 6.00 % 1,523.24 USD  |
| County (%)                    | 0.25 % 63.47 USD     |
| Special Purposes District (%) | 1,015.50 USD         |
| <b>Total</b>                  | <b>28,598.87 USD</b> |

The content of this quote is confidential and is intended solely for the addressed organization. If you are not the intended recipient, any disclosure, copying, distribution, or other use of this information is prohibited.

Any install rates quoted are non-Davis  
Bacon/Prevailing Wage compliant, unless specifically  
noted within the descriptions above.

If tax exempt, sales tax will be  
removed upon receipt of Sales Tax  
Certificate.

Global Family Services



9858 South Audio Drive  
West Jordan, UT 84081  
Toll free: (800) 383-9362  
Fax: (801) 254-3802

**QUOTE**

**95840**

**BILL TO**

OAKLAND UNIFIED SCHOOL DIST  
1011 Union Street  
Oakland CA 94607

**SHIP TO**

OAKLAND UNIFIED SCHOOL DIST  
Technology Services  
4917 Mountain Blvd  
Oakland CA 94601

Date: Mar 27, 2025  
Expires: Jun 27, 2025  
Customer Number: 1002642

Sales Rep: Samuel Lee  
Payment Terms: 30 days net

| Product | Description   | Quantity | Price    | Total    |
|---------|---|----------|----------|----------|
| SE-0025 | Travel Services   | 1        | 1,650.00 | 1,650.00 |
| SE-0083 | Install Supplies  | 8        | 65.00    | 520.00   |
| SE-2035 | Installation of Audio Only Classroom at Davis Bacon/Prevailing Wage | 8        | 998.40   | 7,987.20 |

|                               |        |                      |
|-------------------------------|--------|----------------------|
| Total Item Net Value          |        | 10,157.20 USD        |
| State (%)                     | 6.00 % | 0.00 USD             |
| County (%)                    | 0.25 % | 0.00 USD             |
| Special Purposes District (%) |        | 0.00 USD             |
| <b>Total</b>                  |        | <b>10,157.20 USD</b> |

The content of this quote is confidential and is intended solely for the addressed organization. If you are not the intended recipient, any disclosure, copying, distribution, or other use of this information is prohibited.

Any install rates quoted are non-Davis Bacon/Prevailing Wage compliant, unless specifically noted within the descriptions above.

If tax exempt, sales tax will be removed upon receipt of Sales Tax Certificate.



Mail

Chat

Meet

Compose

Inbox

Starred

Snoozed

Sent

Drafts

More

Labels

123



## Audio Enhancement Support Inbox x



**Matilde Flores** <matilde.flores@ousd.org>  
to me

Hi Imani,

Nice to talk to you today. The funds are from Title 1. This is the account code in which the funds were transferred to.

010- 3010- 0- 1110- 1000- 6415- 114- 1140- 4850- 9999- 99999  
Titled Low inc.Comm Eqp>=  
27,000.00

Any questions please let me know.

**Matilde Flores**  
**Bilingual Administrative Assistant III**  
**Clerical Mentor 2024-2025**  
**Oakland Unified School District**  
**Global Family Elementary School**  
**2035 40th Avenue**  
**Oakland, CA 94602**  
**Office: 510-879-2114**  
**fax: 510-527-9114**  
**[matilde.flores@ousd.org](mailto:matilde.flores@ousd.org)**  
**[www.ousd.org](http://www.ousd.org)**  
***Community Schools, Thriving Students***  
***Escuelas Comunitarias, Estudiantes Progresando***



**Imani Nycosi (Consultant)** <imani.nycosi@ousd.org>  
to Matilde

This is perfect, thank you so much!

--  
Thank you!

**EXHIBIT B**  
**CMAS CONTRACTS**

*[see attached]*



State of California

# MULTIPLE AWARD SCHEDULE

NON-MANDATORY

## Audio Enhancement Inc.

|  |   |
|--|---|
| CMAS NUMBER:                           | <b>3-23-01-1064</b>   |
| CMAS TERM DATES:                       | 1/24/2023 through 12/31/2025  |
| EFFECTIVE DATE:                        | 1/24/2023   |
| CMAS CATEGORY:                         | Information Technology Goods and Services   |
| APPLICABLE CMAS<br>TERMS & CONDITIONS: | <a href="#">January 20, 2022</a>  |
| MAXIMUM ORDER LIMIT:                   | State Agencies: <b>See Purchasing Authority<br/>Dollar Threshold provision</b><br>Local Government Agencies: <b>Unlimited</b> |
| FOR USE BY:                            | State & Local Government Agencies   |
| BASE PEPPM #:                          | <a href="#">535122-021</a>  |
| BASE CONTRACT HOLDER:                  | Audio Enhancement   |
| PROGRAM ANALYST                        | Bryan Dugger<br><a href="mailto:bryan.dugger@dgs.ca.gov">bryan.dugger@dgs.ca.gov</a>  |

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of audio amplification products. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

The services provided under this CMAS are only available in support of the products covered by this CMAS.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base contract for the products and/or services available.

Amplification System-Classroom  
Camera-Digital  
Emergency-First Response Comm  
Furniture-Audio Visual  
Intercom-Audio/Video  
Kiosk-System  
Microphone  
Public Address-Accessories  
Public Address-Portable  
Public Address-System  
Recording Equip-Communications  
Service-Equipment Installation  
Sound System-Portable  
Video Equipment-Audio  
Video Equipment-Camera

**AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the purchase, warranty, and installation of audio amplification products.

The ordering agency must verify all products and/or services, and pricing are currently available on the PEPPM 535122-021 contract at the PEPPM website.

The agency is required to verify PEPPM pricing by following these instructions:

1. Go to the PEPPM website.
2. Create user identification and password.
3. From the contracts search, enter the PEPPM contract number "535122-021".
4. Click on "Shop These Line Items".
5. If the PEPPM 535122-021 contract does not appear in the contract results, please email Suzanne Barchi [suzbarchi@epylon.com](mailto:suzbarchi@epylon.com) to request access to view the contract.

**EXCLUDED PRODUCTS AND/OR SERVICES**

Public works services with a requirement for State contractor licensing and ancillary services related to products are not available under this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**Audio Enhancement Inc.  
9858 S Audio Drive  
West Jordan, UT 84096  
Attn: Accounts Payable**

**E-mail: AccountsPayable@AudioEnhancement.com**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Cheryl Burckhard  
Phone: (800) 383-9362, Ext.: 1302  
E-mail: cheryl.burckhard@audioenhancement.com  
Website: www.audioenhancement.com**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 101242141. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this CMAS.

**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**IRAN CERTIFICATION**

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency’s responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency’s responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the base contract and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

**DELIVERY**

As negotiated between agency and CMAS contractor and included in the purchase order.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination for orders greater than \$500. Seller pays the freight charges.

F.O.B. (Free On Board) Origin for orders of \$500 or less. Buying agency pays the freight charges.

**State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.**

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

**HOW TO USE CMAS**

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

- Search for potential CMAS contractors on the CMAS website and select “Find a CMAS Contractor.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State’s best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

**ORDERING PROCEDURES**

**1. Purchase Orders**

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**AUDIO ENHANCEMENT INC.**  
**CMAS NUMBER 3-23-01-1064**

**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

**3. Multiple CMAS Agreements on a Single Purchase Order**

State agencies wishing to include multiple CMAS agreements on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

**4. Amendments to State Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**WITHHOLD LANGUAGE (SB588)**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

**PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**AUDIO ENHANCEMENT INC.**  
**CMAS NUMBER 3-23-01-1064**

**ELECTRONIC WASTE RECYCLING**

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the [DGS OFAM surplus property website](#).

Information on the [E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400](#) can be found at the CALPIA website.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

| Cost                     | Installation | Final Bid Submission |
|--------------------------|--------------|----------------------|
| More than \$100,000      | 8 months     | 6 months             |
| \$10,000 up to \$100,000 | 4 months     | 3 months             |
| Less than \$10,000       | 1 month      | 1 month              |

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in SAM 4819.2.

| Cost                     | Installation | Final Bid Submission |
|--------------------------|--------------|----------------------|
| More than \$100,000      | 6 months     | 4 months             |
| \$10,000 up to \$100,000 | 4 months     | 3 months             |
| Less than \$10,000       | 1 month      | 1 month              |

**PRODUCT INSTALLATION**

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-contract items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**AUDIO ENHANCEMENT INC.**  
**CMAS NUMBER 3-23-01-1064**

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

**SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS**

Instructions or terms and conditions that appear in the Special Items or other provisions of the base contract and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Standard 204)**

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**4. Contractor Invoices**

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

**7. Leasing/Financing**

California State Agencies should use the Golden State Financial Marketplace (GS SMarT) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMarT program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
AUDIO ENHANCEMENT INC.  
CMAS NUMBER 3-23-01-1064**

**8. Lease/Purchase Analysis**

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**9. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS Smart and/or Lease Smart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS Smart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS terms and conditions and base contract are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline verification that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific location in the base contract that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

**FEDERAL DEBARMENT**

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**AMERICANS WITH DISABILITY ACT**

To view the [DGS Accessibility Policy](#), please visit the DGS website.

**Statement Regarding Participation of Disabled Veteran Business Enterprises**

Anticipated Participation of Disabled Veteran Business Enterprises: 0%

Contractor: Audio Enhancement Inc.

Signature: 

Printed Name: DENTON ANDERSON

Title: SR VP OF OPERATIONS

Date: 5/27/25





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

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 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).

| <b>PRODUCER</b><br>Banasky, an Alera Insurance Agency, LLC<br>13693 S 200 W 3rd Floor<br><br>Draper UT 84020 |  | <b>CONTACT NAME:</b> Nicole Weech<br><b>PHONE (A/C, No, Ext):</b> (801)748-1009<br><b>E-MAIL ADDRESS:</b> nicole@banasky.com<br><b>FAX (A/C, No):</b> (801)748-0782  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
|--|--|--|--|-------------------------------|--|--------|------------|--------------------------------------|-------|------------|--|-------|------------|---------------------------------|-------|------------|--------------------------------------|-------|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Audio Enhancement Inc<br>9858 S Audio Drive<br><br>West Jordan UT 84081                    |  | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Chubb/ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Chubb/Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER C:</td><td>Chubb/Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER D:</td><td>Chubb/ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> |  | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Chubb/ACE American Insurance Company | 22667 | INSURER B: | Chubb/Great Northern Insurance Company | 20303 | INSURER C: | Chubb/Federal Insurance Company | 20281 | INSURER D: | Chubb/ACE American Insurance Company | 22667 | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #   |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER A:   | Chubb/ACE American Insurance Company   | 22667  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER B:   | Chubb/Great Northern Insurance Company | 20303  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER C:   | Chubb/Federal Insurance Company        | 20281  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER D:   | Chubb/ACE American Insurance Company   | 22667  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER E:   |  |  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |
| INSURER F:   |  |  |  |                               |  |        |            |                                      |       |            |  |       |            |                                 |       |            |                                      |       |            |  |  |            |  |  |

**COVERAGES****CERTIFICATE NUMBER:** CL24122055239**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD  | SUBR WVD  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|--|-----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   | X  |           | D02789760     | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE   | \$ 1,000,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                       |  |           |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 100,000   |
|          |  |  |           |               |                         |                         | MED EXP (Any one person)  | \$ 10,000    |
|          |  |  |           |               |                         |                         | PERSONAL & ADV INJURY   | \$ 1,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |  |           |               |                         |                         | GENERAL AGGREGATE   | \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |           |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$ 2,000,000 |
|          | OTHER:   |  |           |               |                         |                         | AI-Ownrs, Lessees or Cntrctr-Auto S   | \$           |
| B        | <b>AUTOMOBILE LIABILITY</b>  | X  |           | 7364-72-63    | 1/1/2025                | 1/1/2026                | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 |
|          | <input checked="" type="checkbox"/> ANY AUTO   |  |           |               |                         |                         | BODILY INJURY (Per person)  | \$           |
|          | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS                                    |  |           |               |                         |                         | BODILY INJURY (Per accident)  | \$           |
|          | <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |  |           |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$           |
|          |  |  |           |               |                         |                         |   | \$           |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB                    | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE |           | 5672-60-40    | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE   | \$ 7,000,000 |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |  | AGGREGATE |               |                         |                         | \$ 7,000,000  |              |
|          |  |  |           |               |                         |                         | \$  |              |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | Y/N <input checked="" type="checkbox"/> N/A                                    |           | 7183-95-90    | 1/1/2025                | 1/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |              |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  |  |           |               |                         |                         | E.L. EACH ACCIDENT  | \$ 1,000,000 |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |  |           |               |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$ 1,000,000 |
|          |  |  |           |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$ 1,000,000 |
| A        | Errors & Omissions   |  |           | D02789760     | 1/1/2025                | 1/1/2026                | Limit:  | 5,000,000    |
| A        | Cyber Liability  |  |           | D02789760     | 1/1/2025                | 1/1/2026                | Limit:  | 1,000,000    |

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

Oakland Unified School District And District Parties are listed as additional insured in regards to general, auto and liability, including ongoing and completed operations. Waiver of subrogation applies in favor of additional insured in regards to general liability and workers compensation. This insurance is primary and non-contributory. 30 day written notices applies except for non-pay which is 10 days.

**CERTIFICATE HOLDER****CANCELLATION**

|                                 |  |
|---------------------------------|--|
| Oakland Unified School District | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                 | AUTHORIZED REPRESENTATIVE<br><br>Nicole Weech/NICOLE   |

© 1988-2014 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

4 J's Business Park, LLC

Insured Multiple Names

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

#### 1. 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:

1. 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.
2. 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
    3. 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". However, such person or organization is an "insured" only:

- (1) 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.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.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";
  - b. 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:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. 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:**

1. \$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:

- b. \$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:
  - (1) 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
  - (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:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. 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:
  - (1) 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, we will not void coverage 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.



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

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

**Named Insured:** AUDIO ENHANCEMENT INC.

**Endorsement Effective Date:** 01/01/2025

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

|                 |                     |                               |
|-----------------|---------------------|-------------------------------|
| Named Insured   |                     |                               |
| Policy Number   | Policy Period<br>to | Effective Date of Endorsement |
| Name of Company |                     |                               |

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


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

**SCHEDULE**

|  |
|--|
| <b>Name of Person or Organization:</b>   |
| <b>Location And Description of Completed Operations:</b>   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

All Other Terms And Conditions Remain Unchanged.

<ENDSIG>   
 Authorized Representative

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ONGOING OPERATIONS**

|                 |                     |                               |
|-----------------|---------------------|-------------------------------|
| Named Insured   |                     |                               |
| Policy Number   | Policy Period<br>to | Effective Date of Endorsement |
| Name of Company |                     |                               |

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

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


**SCHEDULE**

|  |
|--|
| <b>Name of Person or Organization:</b>   |
| <br><br><br><br><br>   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured. However, no such person or organization is an insured with respect to “bodily injury” or “property damage” occurring after:

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

All Other Terms And Conditions Remain Unchanged.

<ENDSIG>   
 Authorized Representative

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

|                 |  |                               |
|-----------------|--|-------------------------------|
| Named Insured   |  |                               |
| Policy Number   | Policy Period<br><div style="text-align: center;">to</div> | Effective Date of Endorsement |
| Name of Company |  |                               |

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

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

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.

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

|   |
|---|
| <b>P. Unintentional Failure To Disclose Hazards</b>               |
| <b>Q. Waiver Of Subrogation Required By Contract</b>              |
| <b>R. In Rem</b>  |
| <b>S. Coverage Territory - Limited Worldwide</b>                  |
| <b>T. Insured Contract Amended - Railroad Limitations Removed</b> |

**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 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:**

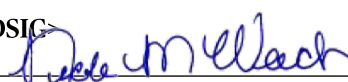
- a. A lease of premises;**
- b. A sidetrack agreement;**
- c. An easement or license agreement;**
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;**
- e. An elevator maintenance agreement; or**
- f. Any other contract or agreement 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.

<ENDSIG>

  
\_\_\_\_\_  
Authorized Representative

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah 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. (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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

**Schedule****1. Waiver Type**      Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

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

Endorsement Effective    1/01/2025  
Insured    Audio Enhancement, Inc.

Policy No. 7183.95-90

Endorsement No.  
Premium

Chubb Insurance Company

Countersigned by



**Table Of Contents**

| <b>Section</b>  | <b>Page No.</b> |
|---|-----------------|
| <i>Coverage/Excess Follow-Form Coverage A</i>                 | <i>3</i>        |
| <i>Coverages/Umbrella Coverage B</i>                          | <i>3</i>        |
| <i>Investigation, Defense And Settlements</i>                 | <i>5</i>        |
| <i>Supplementary Payments</i>                                 | <i>5</i>        |
| <i>Coverage Territory</i>                                     | <i>6</i>        |
| <i>Who Is An Insured/Excess Follow-Form Coverage A</i>        | <i>6</i>        |
| <i>Who Is An Insured/Umbrella Coverage B</i>                  | <i>6</i>        |
| <i>Limits Of Insurance</i>                                    | <i>8</i>        |
| <i>When Excess Follow-Form Coverage A Applies (Drop Down)</i> | <i>10</i>       |
| <i>Exclusions/Excess Follow-Form Coverage A</i>               | <i>10</i>       |
| <i>Exclusions/Umbrella Coverage B</i>                         | <i>11</i>       |
| <i>Policy Exclusions</i>                                      | <i>17</i>       |
| <i>Conditions</i>   | <i>19</i>       |
| <i>Definitions/Umbrella Coverage B</i>                        | <i>25</i>       |
| <i>Policy Definitions</i>                                     | <i>29</i>       |



---

*THIS PAGE INTENTIONALLY LEFT BLANK*

**Contract**

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

---

**Coverage/  
Excess Follow-Form  
Coverage A**

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

**Coverages/  
Umbrella Coverage B****Bodily Injury And  
Property Damage  
Liability Coverage**

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

---

## **Coverages/ Umbrella Coverage B**

### ***Bodily Injury And Property Damage Liability Coverage (continued)***

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  - 1. **underlying insurance** is available; and
  - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

---

### ***Advertising Injury And Personal Injury Liability Coverage***

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured, loss** because of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

- A. **loss** to which **underlying insurance** would apply, regardless of whether or not:
  - 1. **underlying insurance** is available; and
  - 2. the applicable **underlying limits** have been exhausted;
- B. **loss** to which **underlying limits** apply; or
- C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

**Investigation, Defense  
And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

**Supplementary  
Payments**

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:
1. the expenses we incur.
  2. the cost of:
    - a. bail bonds; or
    - b. bonds required to:
      - (1) appeal judgments; or
      - (2) release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
  3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
  4. costs taxed against the **insured** in the **suit**, except any:
    - a. attorney fees or litigation expenses; or
    - b. other loss, cost or expense;

in connection with any injunction or other equitable relief.
  5. prejudgment interest awarded against the **insured** on that part of a 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.

---

**Supplementary  
Payments**  
(continued)

6. interest on the full amount of a 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.
- B. Supplementary Payments does not include any fine or other penalty.
- C. Supplementary Payments will not reduce the Limits Of Insurance.
- Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

---

**Coverage Territory**

**Excess Follow-Form  
Coverage A**

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

---

**Umbrella Coverage B**

With respect to Umbrella Coverage B, this insurance applies anywhere.

---

**Who Is An Insured/  
Excess Follow-Form  
Coverage A**

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds**:

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance**, but not beyond the extent of any limitation imposed under any contract or agreement.

---

**Who Is An Insured/  
Umbrella Coverage B**

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds**.

**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

---

**Partnerships Or Joint  
Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

---

## Who Is An Insured/ Umbrella Coverage B (continued)

**Limited Liability Companies** If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

**Other Organizations** If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

**Employees** Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

**Volunteers** Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

**Real Estate Managers** Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

**Lessors Of Equipment** Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

**Lessors Of Premises** Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

---

**Who Is An Insured/  
Umbrella Coverage B**  
(continued)

**Subsidiary Or Newly  
Acquired Or Formed  
Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

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

---

**Limitations On Who Is An  
Insured**

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
  - 1. ownership, maintenance or use of any assets; or
  - 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
    - **bodily injury** or **property damage** that occurred; or
    - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- C. No person or organization is an **insured** with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

---

**Limits Of Insurance**

With respect to all coverages under this contract, the Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought;
- persons or organizations making claims or bringing **suits**;
- vehicles involved; or
- coverages provided in this contract.



**Limits Of Insurance**  
(continued)

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**Excess Coverage Other Aggregate Limit**

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

**Umbrella Coverages Aggregate Limit**

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury** or **personal injury**.

**Products-Completed Operations Aggregate Limit**

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

**Advertising Injury And Personal Injury Aggregate Limit**

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

**Each Occurrence Limit**

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

---

**When Excess  
Follow-Form  
Coverage A Applies  
(Drop Down)**

Subject to all of the terms and conditions of this insurance, with respect to Excess Follow-Form Coverage A, if the applicable **underlying limits** are:

- reduced by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will drop down to apply in excess of the remaining amount of the applicable **underlying limits**; or
- exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits), Excess Follow-Form Coverage A will apply in the same manner as the applicable **underlying insurance** would have applied but for such exhaustion.

---

**Exclusions/  
Excess Follow-Form  
Coverage A**

With respect to Excess Follow-Form Coverage A, the following exclusions apply.

**Pollution**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph C. below.
- B. Paragraph A. above does not apply to:
  - 1. bodily injury or property damage included in the products-completed operations hazard;
  - 2. bodily injury or property damage:
    - a. caused by the escape of operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts;
    - b. if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - c. resulting from your other ongoing contracting operations;
  - 3. bodily injury if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building;
  - 4. bodily injury or property damage caused by heat, smoke or fumes from a **hostile fire**; or
  - 5. bodily injury or property damage resulting from the ownership, maintenance or use of an auto.
- C. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
  - 1. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
    - a. **insured**; or
    - b. person or organization for whom any **insured** may be legally responsible.
  - 2. at or from any premises, site or location:
    - a. which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste; or

**Exclusions/  
Excess Follow-Form  
Coverage A**

**Pollution  
(continued)**

- b. on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

D. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order, or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
2. claim or proceeding by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph D. above does not apply to the liability for damages, for property damage, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

**Obligations Of Underlying  
Insurance**

This insurance does not apply to any liability or loss, cost or expense for which the liability or obligation under **underlying insurance** is by law unlimited.

**Underlying Insurance  
Exclusions**

Notwithstanding anything to the contrary set forth in any other provision of this contract, this insurance does not apply to any liability or loss, cost or expense to which the terms and conditions of **underlying insurance** do not apply.

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage, the following exclusions apply.

**Aircraft: Owned Or Rented  
Without Crew**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any aircraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to an aircraft that is:

- loaned or rented to you with a paid, trained crew; and
- not owned, in whole or in part, by any **insured**.

---

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage**  
(continued)

***Autos: U.S.A., Canada Or  
Puerto Rico***

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any **auto** owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to **bodily injury** or **property damage** caused by an **occurrence** that takes place outside of the United States of America (including its possessions or territories), Canada and Puerto Rico.

***Damage To Impaired  
Property Or Property Not  
Physically Injured***

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

***Damage To Insureds  
Property***

This insurance does not apply to **property damage** to any property:

- owned by you; or
- of any **insured**, that is in the care, control or custody of any other **insured**.

***Damage To Your Product***

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

***Damage To Your Work Or  
Related Property***

This insurance does not apply to **property damage** to:

- **your work** arising out of it or any part of it;
  - that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the **property damage** arises out of those operations; or
  - that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.
-

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage**  
(continued)

**Expected Or Intended  
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, 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 tangible property.

---

**Loss In Progress**

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

**Bodily injury** or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
  - 1. you;
  - 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
  - 1. reports all, or any part, of any such injury or damage to us or any other insurer;
  - 2. receives a claim or a demand for damages because of any such injury or damage; or
  - 3. becomes aware that any such injury or damage has occurred or has begun to occur.

---

**Watercraft: Owned**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any watercraft owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to a watercraft:

- while ashore on premises owned by or rented to you; or
  - that is not owned, in whole or in part, by any **insured**.
-

---

**Exclusions/  
Umbrella Coverage B  
Advertising Injury/  
Personal Injury**

With respect to Umbrella Coverage B, Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

***Breach Of Contract***

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

---

***Continuing Offenses***

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
  - 1. is issued to you by us or by an affiliate of ours;
  - 2. remains in force while the offense continues; and
  - 3. would otherwise apply to **advertising injury** and **personal injury**.

---

***Crime Or Fraud***

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

---

***Expected Or Intended  
Injury***

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

---

***Failure To Conform To  
Representations Or  
Warranties***

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

---

***Internet Activities***

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

---

***Prior Offenses***

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

---

**Exclusions/  
Umbrella Coverage B  
Advertising Injury/  
Personal Injury**  
(continued)

**Publications With  
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such material to be false.

**Wrong Description Of  
Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of the wrong description of the price of goods, products or services.

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury**

With respect to Umbrella Coverage B, Bodily Injury And Property Damage Liability Coverage and Advertising Injury And Personal Injury Liability Coverage, the following exclusions apply.

**Employee Or Worker  
Injury**

A. This insurance does not apply to **bodily injury, property damage, advertising injury** or **personal injury** sustained by an **employee** or **temporary worker** of the **insured** arising out of and in the course of:

1. employment by the **insured**; or
2. performing duties related to the conduct of the **insured's** business.

B. This insurance does not apply to **bodily injury, property damage, personal injury** or **advertising injury** sustained by the brother, child, parent, sister or spouse of such injured person, as a consequence of any injury or damage described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury or damage described in paragraphs A. or B. above.

**Enhancement,  
Maintenance Or Prevention  
Expenses**

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
  1. person or organization; or
  2. property you own, rent or occupy.



---

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury  
(continued)**

**Intellectual Property Laws  
Or Rights**

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

---

**Pollution**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

---

**Recall Of Products, Work  
Or Impaired Property**

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

**Exclusions/  
Umbrella Coverage B  
Bodily Injury/  
Property Damage/  
Advertising Injury/  
Personal Injury**

**Recall Of Products, Work Or Impaired Property (continued)** if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**Policy Exclusions**

With respect to all coverages under this contract, the following exclusions apply.

**Asbestos**

- A. This insurance does not apply to any liability or loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
  - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
  - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

**Coverages/ Laws, Various**

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under any:

- medical expenses or payments coverage;
- no-fault law;
- personal injury protection coverage;
- underinsured or uninsured financial responsibility law;
- workers' compensation, disability benefits or unemployment compensation law; or
- similar coverage or law.

**Employee Retirement Income Security Laws**

This insurance does not apply to any liability or loss, cost or expense or obligation of any **insured** under the United States of America Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 or any similar law, as now constituted or hereafter amended.

**Employment-Related Practices**

- A. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
  - 1. arrest, detention or imprisonment;

---

## Policy Exclusions

### Employment-Related Practices (continued)

2. breach of any express or implied covenant;
  3. coercion, criticism, humiliation, prosecution or retaliation;
  4. defamation or disparagement;
  5. demotion, discipline, evaluation or reassignment;
  6. discrimination, harassment or segregation;
  7.
    - a. eviction; or
    - b. invasion or other violation of any right of occupancy;
  8. failure or refusal to advance, compensate, employ or promote;
  9. invasion or other violation of any right of privacy or publicity;
  10. termination of employment; or
  11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any liability or loss, cost or expense in connection with any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

---

### Nuclear Energy

- A. This insurance does not apply to any liability or loss, cost or expense:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
  2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
    - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
    - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to any liability or loss, cost or expense arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
    - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;

**Policy Exclusions**

**Nuclear Energy**  
(continued)

- b. has been discharged or dispersed therefrom; or is contained in **nuclear spent fuel or nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

---

**Conditions**

With respect to all coverages under this contract, the following conditions apply.

**Appeals**

We may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.

If we initiate or participate in an appeal, we will pay our costs of the appeal. But in no case will the amount we pay for **loss** exceed the Limits Of Insurance.

---

**Audit Of Books And Records**

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

---

**Bankruptcy**

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

---

**Cancellation**

The first named **insured** may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named **insured** a notice sixty (60) days, or twenty (20) days in the event of non-payment of premium, in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

---

**Changes**

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

---

**Compliance By Insureds**

We have no duty to provide coverage under this policy unless you and any other involved **insured** have fully complied with all of the terms and conditions of the policy.

---

---

## Conditions

(continued)

### Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

---

### Disclosures And Representations

We have issued this insurance:

- Based upon representations you made to us; and
- in reliance upon your representatives.

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

---

### Duties In The Event Of Occurrence, Offense, Claim Or Suit

- A. You must see to it that we and any insurers of **underlying insurance** are notified as soon as practicable of any occurrence or offense that may result in a claim, if the claim may involve us or other insurers. To the extent possible, notice should include:
1. how, when and where the occurrence or offense happened;
  2. the names and addresses of any injured persons and witnesses; and
  3. the nature and location of any injury or damage arising out of the occurrence or offense.
- Notice of an occurrence or offense is not notice of a claim.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
  2. notify us and any other insurers as soon as practicable; and
  3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
  2. authorize us to obtain records and other information;
  3. cooperate with us and any other insurers in the:
    - a. investigation or settlement of the claim; or
    - b. defense against the **suit**; and
  4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;

## Conditions

### Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

2. the injured person; or
  3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of an occurrence or offense by an agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer (whether or not an employee) of any **insured** or an officer's designee knows about such occurrence or offense.
  - G. Failure of an agent or employee of the **insured**, other than an officer (whether or not an employee) of any **insured** or an officer's designee, to notify us of an occurrence or offense which such person knows about will not affect the insurance afforded to you.
  - H. If a claim or loss does not reasonably appear to involve either this insurance or any **underlying 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 claim or loss.

### First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

### Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

### Joint Duties In Non- Admitted Jurisdictions

With respect to an occurrence, offense, claim or **suit**, to which this insurance applies, that arises in a **non-admitted jurisdiction**:

- A. we have no duty to defend any person or organization against any claim or **suit**; but we may, at our discretion, assume control of or participate in any investigation, defense, settlement or recovery proceedings.
- B. you and any other **insured** must:

---

## Conditions

### *Joint Duties In Non-Admitted Jurisdictions (continued)*

1. make such investigation, defense or settlement as we deem reasonable;
  2. obtain our approval for any payment; and
  3. effect approved payments to others, in accordance with the terms and conditions of this insurance.
- C. we will reimburse funds to the **insured** for payments approved by us for:
1. **loss**; and
  2. expenses and other payments; to which this insurance applies.
- D. we will make those reimbursements:
1. in a jurisdiction that is mutually acceptable; and
  2. until we have used up the applicable Limits Of Insurance.

---

### *Legal Action Against Us*

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

---

### *Maintenance Of Underlying Insurance And Underlying Limits*

We have issued this insurance in reliance upon representations made by you about **underlying insurance** and **underlying limits**. You must see to it that:

- **underlying insurance** is and remains valid and in full force and effect.
- **underlying insurance** will not be cancelled, non-renewed or rescinded without replacement by coverage to which we agree.
- the terms and conditions of **underlying insurance** will not materially change, unless we agree otherwise.
- the terms and conditions of renewals or replacements of **underlying insurance**, shown in the Schedule Of Underlying Insurance, will be materially the same as the prior coverage, unless we agree otherwise.
- the **underlying limits** are and remain available, regardless of any bankruptcy, insolvency or other financial impairment of any insurer or any other person or organization.
- the **underlying limits**, shown in the Schedule Of Underlying Insurance, will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits).



**Conditions**

***Maintenance Of Underlying Insurance And Underlying Limits***

*(continued)*

Failure to comply with this condition will not invalidate this insurance. But in the case of any such failure, our obligation or liability will not exceed that which would have applied absent any failure to comply with this condition.

You must notify us as soon as practicable if any **underlying insurance** is no longer valid or in full force or effect.

***Other Insurance***

If other valid and collectable insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.

We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.

We will pay only our share of the amount of **loss**, if any, that exceeds the sum of the total:

- amount that all **other insurance** would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all **other insurance**.

This insurance is not subject to the terms or conditions of any **other insurance**.

***Separation Of Insureds***

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

***Titles Of Paragraphs***

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

***Transfer Of Rights And Duties***

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

***Transfer Or Waiver Of Rights Of Recovery Against Others***

We will waive the right 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 loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance 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.

---

**Conditions**

***Transfer Or Waiver Of  
Rights Of Recovery  
Against Others  
(continued)***

Any amount recovered will be apportioned as follows:

- first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have incurred, including costs or expenses of such recovery proceedings.
- Then, you are entitled to claim for any further amount recovered.

---

***When We Do Not Renew***

If we decide not to renew this policy, we will mail or deliver to the first named **insured** stated in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

---

**Definitions/  
Umbrella Coverage B**

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Advertisement**

**Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

**Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

**Advertising Injury**

**Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

**Auto**

**Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include mobile equipment.

**Bodily Injury**

**Bodily injury** means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

**Employee**

**Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

**Impaired Property**

**Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

**Definitions/  
Umbrella Coverage B**  
(continued)

**WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

**Insured Contract**

**Insured contract** means an oral or written contract or agreement pertaining to your business, 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, provided the injury or damage occurs, or is caused by an offense that is first committed, after the execution of such contract or agreement.

**Intellectual Property Law Or Right**

**Intellectual property law or right** means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

**Leased Worker**

**Leased worker** means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

**Loading Or Unloading**

**Loading or unloading:**

- A. means the handling of property:
  - 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
  - 2. while it is in or on an aircraft, **auto** or watercraft; or
  - 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

**Occurrence**

**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**Officer**

**Officer** means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

**Definitions/  
Umbrella Coverage B**  
(continued)

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Personal Injury**

**Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
  - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  - 2. violates a person's right of privacy;
- E. discrimination, harrassment or segregation based on a person's protected human characteristics as established by law.

**Products-Completed  
Operations Hazard**

**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:

- 1. products that are still in your physical possession; or
- 2. work that has not yet been completed or abandoned.

**Your work** will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
  - 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
  - 2. the existence of tools, uninstalled equipment or abandoned or unused materials; or

---

**Definitions/  
Umbrella Coverage B**

**WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.**

*Products-Completed  
Operations Hazard  
(continued)*

3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limits Of Insurance.

---

*Property Damage*

**Property damage** means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

---

*Temporary Worker*

**Temporary worker** means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

---

*Your Product*

**Your product:**

- A. means any:
1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. you;
    - b. others trading under your name; or
    - c. a person or organization whose assets or business you have acquired; and
  2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
  2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

---

*Your Work*

**Your work:**

- A. means any:
1. work or operations performed by:
    - a. you or on your behalf; or
    - b. a person or organization whose assets or business you have acquired; and

**Definitions/  
Umbrella Coverage B**

WITH RESPECT TO UMBRELLA COVERAGE B, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Your Work  
(continued)**

2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
  1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
  2. the providing of or failure to provide instructions or warnings.

**Policy Definitions**

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Agreed Settlement**

**Agreed settlement** means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

**Asbestos**

**Asbestos** means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Hostile Fire**

**Hostile fire** means one, which becomes uncontrollable or breaks out from where it was intended to be.

**Insured**

**Insured** means a person or an organization qualifying as an **insured** in the Who Is An Insured sections of this contract.

**Loss**
**Loss:**

- means damages that the **insured** becomes legally obligated to pay because of injury or damage.
- does not include sums properly deducted for recoveries or salvage.

**Non-Admitted Jurisdiction**

**Non-admitted jurisdiction** means any jurisdiction where we are:

- not licensed or permitted by law to issue insurance; or
- prevented by law or otherwise from investigating, defending or settling an occurrence, offense, claim or **suit**.



---

**Policy Definitions**

(continued)

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Nuclear Facility**

**Nuclear facility** means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
  - 1. separating the isotopes of plutonium or uranium;
  - 2. processing or utilizing **nuclear spent fuel**; or
  - 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
  - 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
  - 2. two-hundred-fifty (250) grams of uranium 235; or
- D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

---

**Nuclear Hazardous Properties**

**Nuclear hazardous properties** include radioactive, toxic or explosive properties.

---

**Nuclear Material**

**Nuclear material** means **by-product material**, **source material** or **special nuclear material**.

**By-product material**, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

---

**Nuclear Property Damage** **Nuclear property damage** includes all forms of radioactive contamination of property.

---

**Nuclear Reactor**

**Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

---

**Nuclear Spent Fuel**

**Nuclear spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

---

**Policy Definitions***(continued)*

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Nuclear Waste**

**Nuclear waste** means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

**Other Insurance**

**Other insurance** means any insurance affording coverage that this insurance would also afford. **Other insurance** includes any type of self-insurance or other mechanism arranged for funding of loss.

**Other insurance** does not include **underlying insurance** or insurance negotiated specifically to apply in excess of this insurance.

**Pollutants**

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**Suit**

**Suit** means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

**Underlying Insurance**

**Underlying insurance** means the coverages for the hazards described in the Schedule Of Underlying Insurance and the next renewal or replacement insurance thereof.

**Underlying Limits**

**Underlying limits** means the sum of amounts:

- A. shown for the hazards described in the Schedule Of Underlying Insurance, consisting of amounts:
  1. available under applicable **underlying insurance**; and
  2. any **insured** must pay because **underlying insurance**, as represented by you, is not available, regardless of the reason;
- B. available under any applicable antecedent, renewal or replacement of **underlying insurance**;
- C. of any allocation, deductible, participation, retention or other self-insurance applicable to the insurance described in paragraphs A. and B. above; and
- D. any reinstatement of limits or supplemental or other limits available under the insurance described in paragraphs A. and B. above.

---

***Policy Definitions***

WITH RESPECT TO ALL COVERAGES UNDER THIS CONTRACT, WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

***Underlying Limits***  
*(continued)*

If amounts available under the applicable **underlying insurance**, described in the Schedule Of Underlying Insurance, are greater or less than the amount, shown in such Schedule, then the greater of such amounts shall apply in the computation of **underlying limits**.

**PERFORMANCE BOND**

WHEREAS, the Board of Education of the Oakland Unified School District ("District"), at its meeting on \_\_\_\_\_, has awarded to Audio Enhancement, Inc. ("Principal"), the Contract for performance of the following project ("Project"): Global Family Elementary School PA System Replacement and Security Enhancement Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company as Surety, hereby guarantee the Principal's full, faithful and complete performance of the Contract Document requirements in the penal sum of Fifty Five Thousand Five Hundred Forty Nine and 82/100 dollars (\$ 55,549.82 ) for the payment of which sum will and truly be made; we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal's failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure, indemnify, defend, and hold harmless the District, its Board, officers, employees, agents, and assigns, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

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

In the event of the District's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the District to the Surety of the Principal's breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including, without limitation, the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance,

In witness whereof, this instrument has been duly executed by the Principal and Surety this  
27th day of May, 2025.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

Audio Enhancement, Inc.

PRINCIPAL

By:

Denton Anderson

SR. VP OF OPERATIONS

Title

Philadelphia Indemnity Insurance Company

SURETY

By:

Kevin Wojtowicz

Kevin Wojtowicz, Attorney-in-fact

Title



The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Authorized District Signature

**PAYMENT BOND**

WHEREAS, the Oakland Unified School District ("District") and the Contractor, Audio Enhancement, Inc. ("Principal"), have entered into a contract ("Contract") for the furnishing of all labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the work associated with the Global Family Elementary School PA System Replacement and Security Enhancement Project ("Project"), which Contract dated June 26th, 2025, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, the Contract is a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00), pursuant to California Civil Code section 9550 *et seq.*; and

WHEREAS, Contractor/Principal is required by California Civil Code section 9550 *et seq.* to furnish a bond in connection with the Contract.

NOW, THEREFORE, we, the Contractor/Principal and Philadelphia Indemnity Insurance Company as Surety, are held firmly bound unto District in the penal sum of Fifty Five Thousand Five Hundred\* Dollars (\$55,549.82), lawful money of the United States of America 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.

\*Forty Nine and 82/100

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a Subcontractor, shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials 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 Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550, *et seq.*

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.



damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to all of the District's attorney's fees, costs and expenses incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

*[Remainder of page intentionally left blank]*



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 on the 27th day of May, 2025.

*To be signed by  
Principal and Surety  
and acknowledgment  
and notarial seal to  
be attached.*

Audio Enhancement, Inc.

PRINCIPAL

By: *Danfor Audese*

TITLE SR. VP OF OPERATIONS

Philadelphia Indemnity Insurance Company

SURETY

By: *Kevin Wojtowicz*

TITLE Kevin Wojtowicz, Attorney-in-fact



The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Authorized District Signature

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Kevin R. Wojtowicz of Nielson Hoover & Co. dba Nielson Mosholder & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

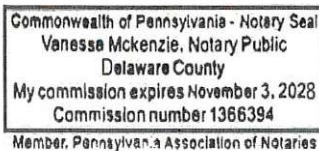


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of May, 2025.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

|              |   |      |     |
|--------------|---|------|-----|
| Project Name | Global Family Elementary School - Public Address System Replacement & Security Enhancements Project | Site | 114 |
|--------------|---|------|-----|

### Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

|                      |   |
|----------------------|---|
| Attachment Checklist | <input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000<br><input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider |
|----------------------|---|

### Contractor Information

|                    |   |                  |   |                 |    |     |       |
|--------------------|---|------------------|---|-----------------|----|-----|-------|
| Contractor Name    | Audio Enhancement, Inc.   | Agency's Contact |   | Samuel Lee      |    |     |       |
| OUSD Vendor ID #   | 009065  | Title            |   | Project Manager |    |     |       |
| Street Address     | 9858 South Audio Drive  | City             | West Jordan   | State           | UT | Zip | 84081 |
| Telephone          | 916-812-2207  | Policy Expires   |   |                 |    |     |       |
| Contractor History | Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                  | Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                 |    |     |       |
| OUSD Project #     |   |                  |   |                 |    |     |       |

### Term of Original/Amended Contract

|   |            |  |            |
|---|------------|--|------------|
| Date Work Will Begin (i.e., effective date of contract) | 06-26-2025 | Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) | 08-15-2025 |
|   |            | New Date of Contract End (If Any)  |            |

### Compensation/Revised Compensation

|  |             |   |    |
|--|-------------|---|----|
| If New Contract, Total Contract Price (Lump Sum) | \$42,631.07 | If New Contract, Total Contract Price (Not To Exceed) | \$ |
| Pay Rate Per Hour (If Hourly)                    | \$          | If Amendment, Change in Price                         | \$ |
| Other Expenses                                   |             | Requisition Number                                    |    |

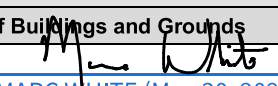
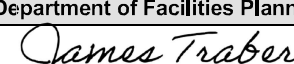

### Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

| Resource # | Funding Source           | Org Key  | Object Code | Amount      |
|------------|--------------------------|--|-------------|-------------|
| 3010/1110  | 140 Deferred Maintenance | 010-3010-0-1110-1000-6415-114-1140-4850-9999-99999 | 6415        | \$42,631.07 |

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

|    |  |               |              |            |              |
|----|--|---------------|--------------|------------|--------------|
| 1. | Division Head  | Phone         | 510-535-7038 | Fax        | 510-535-7082 |
|    | Director of Buildings and Grounds  |               |              |            |              |
|    | Signature <br>MARC WHITE (May 30, 2025 13:58 PDT)     | Date Approved |              |            |              |
| 2. | Counsel, Department of Facilities Planning and Management  |               |              |            |              |
|    | Signature <br>James Traber                            | Date Approved |              | 05/30/2025 |              |
| 3. | Chief Systems & Services Officer   |               |              |            |              |
|    | Signature <br>Preston Thomas (May 30, 2025 15:19 PDT) | Date Approved |              | 05/30/2025 |              |
| 4. | Chief Financial Officer  |               |              |            |              |
|    | Signature  | Date Approved |              |            |              |
|    | President, Board of Education  |               |              |            |              |

|    |           |               |  |
|----|-----------|---------------|--|
| 5. | Signature | Date Approved |  |
|----|-----------|---------------|--|