

AGREEMENT

THIS AGREEMENT, dated the 29 day of June 2022, in the County of Orange, State of California, is by and between **Irvine Unified School District** (hereinafter referred to as “DISTRICT”, and **J.K. Miklin, Inc. dba Yamada Enterprises** (hereinafter referred to as “CONTRACTOR”).

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the proposal documents for **Bid No. 2021/22-3FA, Furniture & Equipment**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, References, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Agreement, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is in full force and effect from July 1, 2022 through June 30, 2023. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. Time is of the essence.

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the proposal documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for furniture and equipment satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by items satisfactory to the DISTRICT.

9. While engaged in carrying out and complying with the terms and conditions of this Agreement the CONTRACTOR is an independent contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory.” In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage’s and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR’s fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Parker Braverman, whose title is Vice President, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and proposal documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws

and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT
Irvine Unified School District

By: _____
Signature

John Fogarty
Print Name

Assistant Superintendent, Business Services
Title

July 11, 2022
Date

Irvine Unified School District
Board Approval Date June 28, 2022

CONTRACTOR

By: _____
Signature

Parker Braverman
Print Name

Vice President
Title

7/7/2022
Date

582159
Contractor's License No.

33-0783690
Tax ID No.

(Corporate Seal of Contractor,
if corporation)

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Parker Braverman
Name of Bidder


Signature

7/7/2022
Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700.

"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 in 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.

Yamada Enterprises
Name of Contractor

By: 
Signature

Parker Braverman
Print Name

Vice President
Title

7/7/2022
Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) 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 by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Yamada Enterprises
Name of Contractor


Signature

Parker Braverman
Print Name

Vice President
Title

7/7/2022
Date

NOTICE REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR

CRIMINAL RECORDS CHECK

AB 1610, 1612 and 2102

To the Governing Board of Irvine Unified School District:

I, Yamada Enterprises certify that:

Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Huntington Beach, California on 7/7/2022.

Date



Signature

Parker Braverman

Typed or printed name

Vice President

Title

16552 Burke Ln., H.B., CA 92647

Address

714 843-9882

Telephone

FIRM NAME: J.K. Miklin, Inc. DBA Yamada Enterprises

ADDRESS: 16552 Burke Lane
Huntington Beach, CA 92647

TELEPHONE: (714) 843-9882 FAX: (714) 843-9202

E-MAIL ADDRESS: jr@yamadaenterprises.com

**BID FORM AND REQUIRED DOCUMENTS ATTACHED
HERETO**

FOR

**FURNITURE & EQUIPMENT
BID NO. 2021/22-3FA**

FOR

**IRVINE UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING & CONSTRUCTION SERVICES
2015 ROOSEVELT
IRVINE, CA 92620**

BID FORM

Bidder Name: Jr Arroyo
Firm Name: J.K. Miklin, Inc. DBA Yamada Enterprises
Address: 16552 Burke Lane, Huntington Beach, CA 92647
Phone #: 714 843-9882 Fax #: 714 843-9202
Contact Person Name: Jr Arroyo
Contact Person Email: jr@yamadaenterprises.com

To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**FURNITURE & EQUIPMENT
BID NO. 2021/22-3FA**

All in strict conformity with the Bid Documents, including Addenda Nos. 1, , , on file at the Facilities/Purchasing Office of the Irvine Unified School District for the sums as set forth in this Bid Form.

Each individual bid term shall be determined from reviewing the drawings and specifications and all portions of the Bid Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through June 30, 2023. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

<u>Name</u>	<u>Address</u>	<u>Phone/ Email</u>
<u>Jr Arroyo</u>	<u>16552 Burke Ln., HB 92647</u>	<u>jr@yamadaenterprises.com</u>
<u>Parker Braverman</u>	<u>16552 Burke Ln., HB 92647</u>	<u>parker@yamadaenterprises.com</u>

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

12. **Time is of the essence.**

13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. Failure to complete the Bid Form and Bid Form Pricing Sheet (and required documents) in its entirety will render a bidder nonresponsive.

15. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, drawing of layouts, assembly, inside delivery, and any required installation.**

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions and at the same percentage discount. Public agencies within the counties of the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their District and the successful bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

OPTION GRANTED: X

OPTION NOT GRANTED:

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: 9to5 SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
1	Lounge: Lily, Sophie, Shuttle	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables	No Bid	
2	All Styles & Models	All Models	Task/Work Chairs	No Bid	
3	All Styles & Models	All Models	Executive / Conference, Guest and Side Chairs	No Bid	
4	All Styles & Models	All Models	Stacking and Nesting Chairs and Stools	No Bid	
5	9to5 SEATING OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: ABM OFFICE SOLUTIONS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
6	All Paneling Systems			No Bid	
7	ABM OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: AMTAB					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
8	Folding Tables (Mobile), Stages, Risers & Accessories			No Bid	
9	AMTAB Other: Non-Specified Items			_____% CATALOG DISCOUNT	

Manufacturer: AIS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
10	Aloft	All Models	Desks / Systems / Height Adjustable Tables	No Bid	
11	Calibrate			No Bid	
12	Compete			No Bid	
13	AIS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: ARCADIA CONTRACT					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
14	Lounge, Modular, Bench Seating, Stools, Executive,	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables	10%	10
15	Guest & Conference Seating and Tables: All Styles	All Models	Children Furniture	10%	10
16	ARCADIA CONTRACT OTHER: NON-SPECIFIED ITEMS			____10____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: ARTCO-BELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
17	Alphabet Series	Seating: Poly 4-Leg, Cantilever Chair Model: AS4L06, AS4L..., AS4C..., ASCL..	Stacking: FLOT, Four leg chair, Four leg Caster Chair & Cantilever Chair	No Bid	
18		Seating: Café Stool Model: AS4ST..	Four leg café stool	No Bid	
19		Seating: Poly Task Chair and Stool, Swivel Model: ASTA18 & ASST18	Task chair and stool with glides or casters	No Bid	
20		Student Desk Model: ASWA6, ASWAJ	Student desk with full metal book box and permatuff edge	No Bid	
21		Arise Model: ATPA1	Podium	No Bid	
22		Shape Tables	Rectangle, Square, Round, Pyramid, Taper and Teardrop	No Bid	
23		Soft Seating: Lounge Model: ASMOV, ABLOC, ASTP, AEXP, ANEB	MOV stool, Bloc, STP EXP and NEB	No Bid	
24	Discover Series	Seating: Poly 4-Leg Chair, Cantilever Chair Model: D00A, D10..., DP9A, D Series	Stacking: Sled base chair (18"); four leg stacking chair; task chair; stacking cantilever chair; gas lift swivel chair & stool	No Bid	
25		Shape Student Desks Model: DST-RC..., DST-EX..., DST-AP....	Expanse, Aperture, Rectangle	No Bid	
26		Shape Tables	3P-120, Aperture, Expanse, Gravity, Nebula, Nova, Rectangle, Teardrop	No Bid	
27		Café Tables	Café tables with bases	No Bid	
28		T-Leg Flip Top and Fixed Tables	Nesting tables with locking casters	No Bid	
29	Uniflex Series	Student Desk Model: R90D	Student desk with book box	No Bid	
30		Activity Tables	Horseshoe, rectangular, half round and trapezoid	No Bid	
31	ARTCO-BELL OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: Artopex					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
32		All Paneling Systems		No Bid	
33		Artopex Other: Non-Specified Items		_____% CATALOG DISCOUNT	

Manufacturer: CARPET FOR KIDS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
34		All Styles & Models		No Bid	
35		CARPET FOR KIDS OTHER: NON-SPECIFIED ITEMS		_____% CATALOG DISCOUNT	

Manufacturer: CLARIDGE PRODUCTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
36		Markerboards	Porcelain, Melamine, Graphic Board, Aluminum Frame	No Bid	
37		Glass Markerboards	Glass writing surfaces	No Bid	
38		Tackboards	Claridge Cor, Fabricork, Designer Fabirc, Tan Nucor, Aluminum & Wood Frames	No Bid	
39		Mobile Boards & Easels	Porcelain and Tackable surfaces	No Bid	
40		Displays & Trophy Cases	Freestanding, Wall Mount and Recessed Cases. Aluminum & Wood Frames; Illuminated or Non-Illuminated; Tempered Glass Doors and Shelves	No Bid	
41		CLARIDGE PRODUCTS OTHER: NON-SPECIFIED ITEMS		_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: DIVERSIFIED WOODCRAFTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
42		Culinary	Stainless Steel Tables, Sinks, Racks, Shelving	No Bid	
43		Art & Drafting Tables		No Bid	
44		Robotics, Storage Cabinets		No Bid	
45		All Seating Stools	Metal & Steel Frame, Hardwood Seat, Tempered Masonite Panel Overlay	No Bid	
46		All Workbenches & Mobile Cabinets	Butcher Block	No Bid	
47		Science & Lab Tables	Chem-guard, Phenolic Resin, Epoxy Resin etc.	No Bid	
48	DIVERSIFIED WOODCRAFTS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: ECD - ERGONOMIC COMFORT DESIGN					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
49		Task & Executive Seating		10%	5
50		Conference & Guest Seating		10%	5
51		Multipurpose Seating		10%	5
52	ECD - ERGONOMIC COMFORT DESIGN OTHER: NON-SPECIFIED ITEMS			<u>10</u> % CATALOG DISCOUNT	

Manufacturer: ECR 4 KIDS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
53		Classroom furniture	Student Desks, Activity Tables	No Bid	
54	ECR 4 KIDS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: ENCORE & ONQ SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
55		Benches & Modular Seating		12%	10
56		Guest & Stackable Seating		12%	10
57		Lounge & Modular Seating		12%	10
58	ENCORE & ONQ SEATING OTHER: NON-SPECIFIED ITEMS			12 % CATALOG DISCOUNT	

Manufacturer: FAUSTINOS FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
59	Le Fantome		Office Desks, Workstations, Lounge Seating	No Bid	
60	Universal			No Bid	
61	Faustino's			No Bid	
62	FAUSTINOS FURNITURE OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: FLEETWOOD FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
63	Classroom	All Styles & Models	Students Desks & Tables	10%	15
64	Designer 2.0, Sheerline, Illusions 2.0	All Styles & Models	Storage Cabinets (including mobile)	10%	15
65	Specialty: Science, MakerSpace, Stem & CTE, Harmony	All Styles & Models	Science tables, stools, whiteboards units, mobile cabinets, instrument Storage compartments	10%	15
66	Evoke	All Styles & Models	Student Seating	10%	15
67	FLEETWOOD FURNITURE OTHER: NON-SPECIFIED ITEMS			10 % CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: FOMCORE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
68	ALL SEATING PRODUCTS (ALL SERIES)			5%	10
69	FOMCORE OTHER: NON-SPECIFIED ITEMS			<u>5</u> % CATALOG DISCOUNT	

Manufacturer: GLOBAL FURNITURE GROUP					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
70	Seating	All Styles & Models	Lounge, Task, Executive, Guest, Tandem, Benches etc.	No Bid	
71	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, Paneling, Office, Classrooms etc.	No Bid	
72	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	No Bid	
73	GLOBAL FURNITURE GROUP OTHER: NON-SPECIFIED ITEMS			<u> </u> % CATALOG DISCOUNT	

Manufacturer: HASKELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
74	Ethos Series	All Styles & Models	All-in-One Seating Units with tablet arm and casters	No Bid	
75	HASKELL OTHER: NON-SPECIFIED ITEMS			<u> </u> % CATALOG DISCOUNT	

Manufacturer: HERMAN MILLER					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
76	ALL SEATING PRODUCTS			1%	12
77	HERMAN MILLER OTHER: NON-SPECIFIED ITEMS			<u>1</u> % CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises
FURNITURE & EQUIPMENT
BID FORM PRICING SHEET

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: HON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
78	Seating	All Styles & Models	Lounge seating, Task, Executive, Guest, Collaborative, Stacking etc.	1%	12
79	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, Paneling, Office, Multi-Purpose etc.	1%	12
80	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	1%	12
81	HON OTHER: NON-SPECIFIED ITEMS			1% CATALOG DISCOUNT	

Manufacturer: HUMANSSCALE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
82	HUMANSSCALE PERCENTAGE ON ALL CATALOG ITEMS			10%	5

Manufacturer: IDEON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
83	ALL SEATING PRODUCTS			10%	12
84	IDEON OTHER: NON-SPECIFIED ITEMS			10% CATALOG DISCOUNT	

Manufacturer: KI					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
85		Lounge Seating		5%	10
86		Upholstered Ottoman		5%	10
87	KI OTHER: NON-SPECIFIED ITEMS			5% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises
FURNITURE & EQUIPMENT
BID FORM PRICING SHEET

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: LAKESHORE LEARNING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
88	Flex-Space	Classroom Furniture	Comfy Floor Seats, Premium Wobble Chairs, Soft Seating	No Bid	
89	Flex-Space Jr.	Mobile Furniture and Storage	Mobile Tables, Mobile Storage, Mobile Nook	No Bid	
90	Classic Birch	Classroom Furniture and Storage	Storage Cubbies, Tabletop Writing Center, Transition Chairs, Storage Unites, Tables, Step Stool	No Bid	
91	Heavy Duty	Classroom Furniture and Storage	Tables, Storage, Bookstands, Cots, Teaching Easels	No Bid	
92	Kids Colors	Classroom Furniture and Storage	Storage, Tables, Chairs	No Bid	
93	Just Like Home	Classroom Furniture, Soft Seating and Classroom Carpets	Carpets, Comfy Couch, Comfy Chair, Tables, Storage	No Bid	
94	Outdoor	Outdoor Furniture	Privacy Nook, Outdoor Tables, Benches, Lounger, Storage, Cabana	No Bid	
95		Classroom Carpets and Rugs	Classroom Carpets and Rugs, Multiple Sizes	No Bid	
96	LAKESHORE LEARNING OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: MAVERICK OFFICE SOLUTIONS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
97	Apex	Office Desks, Workstations, Conference Tables		No Bid	
98	Canyon			No Bid	
99	Gravity			No Bid	
100	Maverick			No Bid	
101	MAVERICK OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: McDOWELL-CRAIG					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
102		Student Desk	All styles of student desk (includes with adjustable height option)	No Bid	
103		Nesting Mobile Flip Tables	Whiteboard and/or laminate tops, adjustable height, locking casters, with vertical lock option	No Bid	
104		Science Tables	Science lab tables and butcher block tables	No Bid	
105		Lateral & Vertical file cabinets; Bookcases	Standard with lock file cabinets, adjustable shelf bookcases	No Bid	
106		Mobile Whiteboards; Tote Tray Carts with markerboard back	Mobile Markerboard to include dual size porcelain magnetic markerboard, locking casters	No Bid	
107	McDOWELL-CRAIG OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: MOORECO					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
108	MOORECO PERCENTAGE ON ALL CATALOG ITEMS			No Bid	

Manufacturer: MIEN					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
109	Flex	Lounge Seating		No Bid	
110	Chameleon	Lounge Seating		No Bid	
111	K10	Storage, Straight & Curved Bookcases, Bin Storage Cabinets	Mobile	No Bid	
112	MIEN OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: MITY LITE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
113	MITY LITE PERCENTAGE ON ALL CATALOG ITEMS			No Bid	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: MYTCOAT					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
114	Commercial	Rectangular Outdoor Table Model: TRT...	8' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
115		Round Outdoor Table Model: TRD46...	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
116		Round Outdoor Table Model: TRD46...	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
117		Square Outdoor Table Model: TSQ46...	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
118	MYTCOAT OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: NATIONAL PUBLIC SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
119		Folding Chairs		No Bid	
120		Folding Tables		No Bid	
121		Music Chairs		No Bid	
122		Transport Carts, Dollies & Racks		No Bid	
123		Science & Industrial Stools		No Bid	
124	NATIONAL PUBLIC SEATING OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: OCI CONTRACT SEATING / SITWELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
125	All Styles	All Models	Lounge & Wood Seating	No Bid	
126	All Styles	All Models	Tables & Benches	No Bid	
127	All Styles	All Models	Collaborative Seating & Benches	No Bid	
128	OCI CONTRACT SEATING / SITWELL OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: OKLAHOMA SOUND					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
129		AV Presentation	Lecterns & Podiums	No Bid	
130		Tech Furniture	Mobile Storage & Charging Carts	No Bid	
131	OKLAHOMA SOUND OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: PALMER HAMILTON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
132	Daisy, Hive Lounge	Collaborative Seating		5%	15
133		Shelving	Bookcases & Book Truck	5%	15
134	PALMER HAMILTON OTHER: NON-SPECIFIED ITEMS			5 % CATALOG DISCOUNT	

Manufacturer: PLATINUM VISUAL SYSTEMS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
135	ALL BOARDS PRODUCT (ALL SERIES)			No Bid	
136	PLATINUM VISUAL SYSTEMS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: SAFCO PRODUCTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
137	SAFCO PRODUCTS PERCENTAGE ON ALL CATALOG ITEMS			No Bid	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises
FURNITURE & EQUIPMENT
BID FORM PRICING SHEET

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: SCHOLAR CRAFT FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
138	All Styles	All Models	Student Desks & Tables	No Bid	
139	All Styles	All Models	All Seating	No Bid	
140	All Styles	All Models	Collaborative Soft Seating	No Bid	
141	SCHOLAR CRAFT FURNITURE OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: SCREENFLEX PRODUCTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
142	PORTABLE ROOM DIVIDERS			No Bid	
143	SCREENFLEX PRODUCTS OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: SEATING COMPONENTS MFG (SCM)					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
144	Outdoor Canvas Umbrellas & Bases (Including mobile)			No Bid	
145	SEATING COMPONENTS UMBRELLA OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: SISNEROS OFFICE FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
146	ALL CUSTOM OFFICE, CLASSROOM & SPECIALTY FURNITURE			No Bid	
147	SISNEROS OFFICE FURNITURE OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: SIT ON IT SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
148	All Styles	All Models	Executive Chairs	10%	10
149	All Styles	All Models	Task Chairs & Stools	10%	10
150	All Styles	All Models	Guest Seating & Conference	10%	10
151	SIT ON IT SEATING OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: SMITH SYSTEM					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
152	Interchange	All Models	Student desks, tables, casters	2%	12
153	Silhouette		Student desks, tables, casters	2%	12
154	Flex		Student desks, tables, casters	2%	12
155	UXL		Student desks, tables, casters	2%	12
156	Elemental		Student desks, tables, casters	2%	12
157	Planner		Student desks, tables, casters	2%	12
158	All Styles & Models		All Seating		2%
159	Cascade	Storage	Cabinets, Towers & Whiteboard Unit	2%	12
160		Book Trucks		2%	12
161	SMITH SYSTEM OTHER: NON-SPECIFIED ITEMS			2 % CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: STEELCASE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
162	Groupwork	Mobile Screen & Mobile Easel		1%	12
163	Huddle board	Whiteboard	Huddleboard & Markerboard	1%	12
164	Verb	Whiteboard & Easel and Accessories		1%	12
165	Verb	Tables		1%	12
166	Alight	Ottomans	Soft Seating: Bench & Round	1%	12
167	Campfire	Ottomans	Soft Seating	1%	12
168	STEELCASE OTHER: NON-SPECIFIED ITEMS			<u>1</u> % CATALOG DISCOUNT	

Manufacturer: SYMMETRY					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
169	All Styles	All Models	Conference & Flips Tables	10%	12
170	All Styles	All Models	Benches & Power Bridge	10%	12
171	All Styles	All Models	Sit/Stand Tables & Units	10%	12
172	SYMMETRY OTHER: NON-SPECIFIED ITEMS			<u>10</u> % CATALOG DISCOUNT	

Manufacturer: UNITED DESK					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
173	New York	Office Desks & Workstations		No Bid	
174	SOHO			No Bid	
175	United			No Bid	
176	UNITED DESK OTHER: NON-SPECIFIED ITEMS			_____ % CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises

**FURNITURE & EQUIPMENT
BID FORM PRICING SHEET**

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: VIRCO					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
177	All Styles	All Models	All Seating	No Bid	
178	All Styles	All Models	Desks & Tables	No Bid	
179	All Styles	All Models	Storage & Trucks	No Bid	
180	VIRCO OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: VS AMERICA					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
181	Seating	31300, 31400, 03825, 3428 & 3429	Compass, Cantilever, Hokki Stools, Lupo	No Bid	
182		31506 & 31507	PantoMove Lupo Star Base & Star Base with Foot Ring	No Bid	
183	All Styles	All Models	Student Desks and Tables, Nesting Tables	No Bid	
184	Shift+ Product	All Models	Soft Seating (Landscape), book cases (mobile)	No Bid	
185	VS AMERICA OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Bidder Firm Name: J.K. Miklin, Inc, DBA Yamada Enterprises
FURNITURE & EQUIPMENT
BID FORM PRICING SHEET

Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified

Manufacturer: WEBCOAT					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
186	Commercial	Rectangular Outdoor Table	8' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
187		Round Outdoor Table	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
188		Round Outdoor Table	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
189		Square Outdoor Table	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	No Bid	
190		Benches & Receptacles	8' or 10' bench with or without back, portable legs or in-ground legs, 32 gal, PVC Coated with dome and line or flat top and liner	No Bid	
191	WEBCOAT OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: WISCONSIN BENCH MFG					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
192	Lobo	Science & Lab	Tables: Butcher Block, Phenolic, Stainless Steel	No Bid	
193	Toro			No Bid	
194	All Styles	All Models	Mobile - Music Storage Units	No Bid	
195	All Styles	All Models	Stools	No Bid	
196	WISCONSIN BENCH MFG (WB MFG) OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

Manufacturer: WOODCUT FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
197	ALL CUSTOM OFFICE & SPECIALTY FURNITURE			No Bid	
198	WOODCUT FURNITURE OTHER: NON-SPECIFIED ITEMS			_____% CATALOG DISCOUNT	

- End of Bid Form Pricing Sheet -

The undersigned hereby declares that all of the representatives of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: J.K. Miklin, Inc. DBA Yamada Enterprises
(a S Corporation)

Business Address: 16552 Burke Lane, Huntington Beach, CA 92647

Telephone (714) 843-9882

Signed by: *L Braverman*, President Date: 06/07/2022

Print Name: Linda Braverman, President Date: 06/07/2022

Signed by: *L Braverman*, Secretary Date: 06/07/2022

Print Name: Linda Braverman, Secretary Date: 06/07/2022

!A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties *If an individual* Name: _____
to Joint Venturer

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership Name: _____

Signed by: _____


Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation Name: J.K. Miklin, Inc.
(a S Corporation)

Signed by: 

Print Name: Linda Braverman

Title: President

Date: 06/07/2022

Business Address: 16552 Burke Lane, Huntington Beach, CA 92647

Telephone: (714) 843-9882

LIST OF REFERENCES

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide **Furniture and Equipment**.

1. Firm Name:	San Diego County Library
Address:	5560 Overland Avenue, Suite 110, San Diego, CA 92123
Telephone Number:	(858) 495-5087
Contact Person:	James Mulrean
Description of work:	Provide Library Equipment & Library Furniture

2. Firm Name:	City of Lancaster
Address:	44933 Fern Avenue, Lancaster, CA 93534
Telephone Number:	(661) 723-6080
Contact Person:	Melissa Varela
Description of work:	Provide Furniture

3. Firm Name:	Cal Poly Pomona
Address:	3801 West Temple Avenue, Pomona, CA 91768
Telephone Number:	(909) 869-3436
Contact Person:	Jackie Miranda
Description of work:	Provide Furniture & Shelving

4. Firm Name:	East Los Angeles College
Address:	1301 Avenida Cesar Chavez, Monterey Park, CA 91754
Telephone Number:	(323) 267-3782
Contact Person:	Juan Angel Hernandez
Description of work:	Provide Furniture & Storage

5. Firm Name:	San Bernardino County
Address:	777 E. Rialto Avenue, San Bernardino, CA 92415
Telephone Number:	(909) 387-2063
Contact Person:	Leo Gomez
Description of work:	Provide Furniture & Storage via purchasing contract

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Yamada Enterprises / Parker Braverman
Firm name/principal

certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT Yamada Enterprises / Parker Braverman
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official
Vice President


CERTIFICATE OF
RESTRICTIONS ON LOBBYING

I, Parker Braverman, hereby certify on behalf (name of offeror) of
J.K. Miklin, Inc. DBA Yamada Enterprises that:
(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 7th day of June, 2022

By: 
(Signature of authorized official)

Vice President
(Title of authorized official)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**
(Public Contract Cod Section 7106)

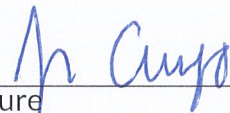
The undersigned declares:

I am the Representative [Title] of J.K. Miklin, Inc. DBA Yamada Enterprises
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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 June 7th, 2022 [Date], at Huntington Beach [City], CA [State].



Signature

Jr Arroyo

Print Name

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT

ACCOUNT NUMBER

1/1/1998 SR EA 97193960

YAMADA ENTERPRISES
J K MIKLIN INC
16552 BURKE LANE
HUNTINGTON BEACH, CA 92647

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWNED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-R-LZ REV. 12 (6-95)



THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.

ADDENDUM NO. 1

Bid No. 2021/22 – 3FA

Furniture & Equipment

Date Issued: May 24, 2022

This addendum forms a part of the contract and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the contract, of the original bid documents. Modify the following items wherever appearing in any portion of the bid documents. Acknowledge receipt of Addendum No. 1 in the space provided on this form. Failure to do so may subject bidder to disqualification.

The District has a standard agreement (listed as SAMPLE Independent Contractor Agreement in the bid documents) used for this bid. Should the awarded manufacturer wish to make changes to the agreement, any requests must be made and approved by the District prior to the Board Award of the bid.

The following revisions and/or additions are hereby made:

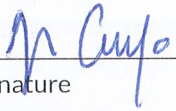
Response to Request for Information (RFI) is included in this Addendum.

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any bidder to receive or examine any bid documents, forms, instrument, addendum, specifications, plans or other documents shall by no means relieve any bidder from any obligation with respect to his/her bid or to the contract.

PLEASE SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR BID FORM.

Yamada Enterprises
Company Name


Signature

Jr Arroyo
Print Name

Representative
Title

Request for Information

1. Please confirm all installation is done during normal business hours and non-prevailing wage.
 - a. Deliveries typically occur starting at 7am Monday through Friday. There are times, when school is in session, that deliveries must occur after hours or on weekends.
2. Will the District allow for any installation to be quoted separate from product to ensure the District is paying the lowest total delivered cost?
 - a. No. Per the Bid Documents, Page 3, Section 3: Bid Pricing. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.
3. We understand there are no volume commitments going forward, however, can you provide historical annual volume?
 - a. Unfortunately, we cannot. Each fiscal year and each manufacturer vary.
4. Will you allow for alternate manufacturers? For example, in place of ECR for Kids, we'd like to bid Childcraft. Additionally, for Mytcoat, we'd like to bid UltraSite.
 - a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events)**. At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
5. Are we able to add manufacturers than what is listed on the bid documents?
 - a. The District is not adding any manufacturers at this time.

6. On page 15, Section 15 states, “bidders can be either a manufacturer or authorized reseller...” Is there anywhere in the bid that says a manufacturer can’t bid the contract direct and list the authorized local dealers to services, sell and warranty the product?
 - a. Per the Bid Documents, Page 13, Section 31: 31. No Assignment. The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

7. Can we provide alternates to the listed manufacturers?
 - a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events)**. At a minimum, descriptive technical literature (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

8. Will any product be allowed to direct ship to site?
 - a. No. Per the Bid Documents, Page 3, Section 3: Bid Pricing. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.

9. Will bid opening be done in person or Zoom?
 - a. In Person.

10. I would love to add some additional furniture manufacturers to the following bid Bid No. 2021-22-3FA. Is that possible?
 - a. The District is not adding any manufacturers at this time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2021

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).

PRODUCER Conrey Ins Brokers & Risk Managers 2522 N. Santiago Blvd. Lic#0543173 Orange CA 92867	CONTACT NAME: Debra Barnes	
	PHONE (A/C No. Ext): (877) 450-1872	FAX (A/C No.): (714) 836-8166
	E-MAIL ADDRESS: debrab@conreyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED J K Miklin, Inc. dba Yamada Enterprises 16552 Burke Ln Huntingtn Bch CA 92647	INSURER A: West American Insurance Comp	44393
	INSURER B: Ohio Security Insurance Comp	24082
	INSURER C: American Fire And Casualty	24066
	INSURER D: Sequoia Insurance Company	22985
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21-22 GL AU WC UM REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible/SIR = \$0.00 <input type="checkbox"/> (No Deductible/SIR) GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	Y	BKW55667154	8/21/2021	8/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> H-RED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	BAS55667154	8/21/2021	8/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	ESA55667154	8/21/2021	8/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC1163754	8/21/2021	8/21/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine / Installation Floater			BKW55667154	8/21/2021	8/21/2022	Per Jobsite/Catastrophe Limit \$250,000 Deductible \$500

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

AS RESPECTS GENERAL LIABILITY: CERTIFICATE HOLDERS ARE NAMED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT PER BLANKET FORMS CG2037(04/13) & CG2010(04/13). ADDITIONAL INSURED APPLIES ON A PRIMARY AND NON-CONTRIBUTORY BASIS PER GENERAL LIABILITY EXTENSION CG88100413 AS RESPECTS THE OPERATIONS OF THE NAMED INSURED AS COVERED UNDER THIS POLICY. TRANSFER OF RIGHTS TO RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION) APPLIES. WITH RESPECTS TO AUTO LIABILITY, BLANKET AUTO COVERAGE EXTENSION APPLIES, INCLUDING ADDITIONAL INSURED AND WAIVER OF SUBROGATION, PER ENHANCEMENT ENDORSEMENT AC85430618. AS RESPECTS WORKERS' COMPENSATION: BLANKET WAIVER OF SUBROGATION INCLUDED OFFICERS EXCLUDED - LINDA BRAVERMAN POLICY

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE ONLY

CANCELLATION

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
Debra Barnes/JV *Debra Barnes*

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COMMENTS/REMARKS

CONTAINS 30 DAY CANCELLATION CLAUSE. 10 DAYS NOTICE IN THE EVENT OF CANCELLATION FOR NON-PAYMENT.



Coverage Is Provided In:
 West American Insurance Company - a stock company

Policy Number:
BKW (22) 55 66 71 54
 Policy Period:
From 08/21/2021 To 08/21/2022
 12:01 am Standard Time
 at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
J K MIKLIN, INC. DBA: YAMADA ENTERPRISES 16552 Burke Ln Huntingtn Bch, CA 92647	(877) 450-1872 CONREY INSURANCE BROKERS 2522 N SANTIAGO BLVD ORANGE, CA 92867-1862

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 25 03 05 09	Designated Construction Project(s) General Aggregate Limit
CG 70 02 01 01	General Endorsement
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 85 83 04 13	Blanket Additional Insured Contractors - Products - Completed Operations
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 75 12 08	Exclusion - Earth Movement
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 79 04 13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization - Arising Out of Your Ongoing Operations

To report a claim, call your Agent or 1-844-325-2467

DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
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EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
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ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
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NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

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

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

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

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

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

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 6. Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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Coverage Is Provided In:
West American Insurance Company - a stock company

Policy Number:
BKW (22) 55 66 71 54
Policy Period:
From 08/21/2021 To 08/21/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured

Agent

J K MIKLIN, INC.
DBA: YAMADA ENTERPRISES
16552 Burke Ln
Huntingtn Bch, CA 92647

(877) 450-1872
CONREY INSURANCE BROKERS
2522 N SANTIAGO BLVD
ORANGE, CA 92867-1862

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 25 03 05 09	Designated Construction Project(s) General Aggregate Limit
CG 70 02 01 01	General Endorsement
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 85 83 04 13	Blanket Additional Insured Contractors - Products - Completed Operations
CG 88 10 04 13	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 75 12 08	Exclusion - Earth Movement
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 79 04 13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization - Arising Out of Your Ongoing Operations

To report a claim, call your Agent or 1-844-325-2467

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - CONSOLIDATED INSURANCE PROGRAMS
(WRAP-UP)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraphs 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury and Coverage C - Medical Payments:

2. Exclusions

This insurance does not apply to:

"Bodily injury", "property damage", "personal injury and advertising injury" or medical expenses arising directly or indirectly out of your current ongoing operations or included within the "products-completed operations hazard" at any site or location where you or your subcontractors or employees working on your behalf are performing or previously performed operations if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing general liability coverage at that site or location.

However, this exclusion does not apply to other jobs or work that you performed at such site or location if such other jobs or work were not done as part of contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up).

This exclusion applies whether or not the consolidated insurance programs (Wrap-Up):

- a. Provide coverage identical to that provided by this coverage part;
- b. Have limits adequate to cover all claims; or
- c. Remain in effect.

- B. The following is added to Section IV - Commercial General Liability Conditions Paragraph 5. Premium Audit:

In computing premium for this policy, we will not include any payroll or costs paid to your subcontractors for work at any site or location where any insured under this policy had entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing insurance coverage at that site or location prior to your work at such site or location.

A copy of the consolidated insurance program (Wrap-Up) certificate or similar documents issued to you verifying coverage must be provided to us when we audit this policy.



Coverage Is Provided In:
West American Insurance Company - a stock company

Policy Number:
BKW (22) 55 66 71 54
Policy Period:
From 08/21/2021 To 08/21/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
J K MIKLIN, INC. DBA: YAMADA ENTERPRISES 16552 Burke Ln Huntingtn Bch, CA 92647	(877) 450-1872 CONREY INSURANCE BROKERS 2522 N SANTIAGO BLVD ORANGE, CA 92867-1862

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 25 03 05 09	Designated Construction Project(s) General Aggregate Limit
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CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 85 83 04 13	Blanket Additional Insured Contractors - Products - Completed Operations
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CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 75 12 08	Exclusion - Earth Movement
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 89 79 04 13	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person or Organization - Arising Out of Your Ongoing Operations

To report a claim, call your Agent or 1-844-325-2467

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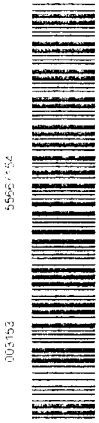
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



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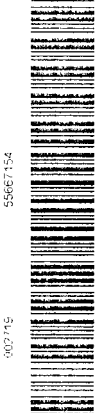
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Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
ESA (22) 55 66 71 54



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POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

Table with 2 columns: FORM NUMBER and TITLE. Lists various policy forms such as 'Amendment of Defense Provision', 'Excess Liability Coverage Form', etc.

In witness whereof, we have caused this policy to be signed by our authorized officers.

[Signature of Mark Touhey]

[Signature of David Long]

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 23 01 08



Coverage Is Provided In:
American Fire and Casualty Company - a stock company

Policy Number:
ESA (22) 55 66 71 54

POLICY FORMS AND ENDORSEMENTS - continued

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CU 60 05 06 97	Named Insured
CU 61 58 08 11	California Changes - Cancellation and Nonrenewal
CU 64 87 10 05	Economic or Trade Sanctions Condition Endorsement

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us to the extent that such insurance is provided by a policy listed in the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

This endorsement does not change any other provisions of the policy.

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Coverage Is Provided In:
Ohio Security Insurance Company - a stock company

Policy Number:
BAS (22) 55 66 71 54
Policy Period:
From 08/21/2021 To 08/21/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
J K MIKLIN, INC. DBA: YAMADA ENTERPRISES 16552 Burke Ln Huntingtn Bch, CA 92647	(877) 450-1872 CONREY INSURANCE BROKERS 2522 N SANTIAGO BLVD ORANGE, CA 92867-1862

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	STATE(S) Applicable
AC 00 31 01 14	Changes In Your Policy	CA
AC 21 16 11 16	California Uninsured Motorists Coverage - Bodily Injury	CA
AC 84 60 06 14	State Application Of Terrorism Exclusion Endorsements	CA
AC 84 70 05 15	Punitive or Exemplary Damages Exclusion - CA	CA
AC 85 43 06 18	California Business Auto Coverage Enhancement Endorsement	CA
CA 00 01 03 06	Business Auto Coverage Form	CA
CA 01 43 05 17	California Changes	CA
CA 03 05 02 97	California Changes - Waiver of Collision Deductible	CA
CA 04 24 04 06	California Medical Payments	CA
CA 04 26 05 05	California Drive Other Car Coverage - Broadened Coverage For Named Individuals	CA
CA 20 48 02 99	Designated Insured	CA
CA 23 45 11 16	Public or Livery Passenger Conveyance and On - Demand Delivery Services Exclusion	CA
CA 23 84 01 06	Exclusion of Terrorism	CA

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CALIFORNIA BUSINESS AUTO COVERAGE
ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

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GLASS REPAIR - WAIVER OF DEDUCTIBLE	16
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. **Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
- (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- g. 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 in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

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

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

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

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. Coverage Extensions, Transportation Expenses of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.B.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

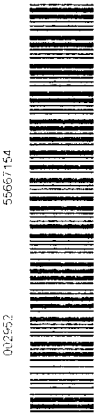
14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



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15. **LOAN / LEASE GAP COVERAGE (Not Applicable In New York)**

A. Paragraph C. Limit Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. **Additional Conditions**

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

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

17. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

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

Endorsement Effective	8/21/2021	Policy No.	QWC1163754	Endorsement No.	0
Insured	J K Miklin Inc. (a Corp)			Premium \$	3,126
Insurance Company	Sequoia Insurance Company				

Countersigned by _____



Coverage Is Provided In:
West American Insurance Company - a stock company

Policy Number:
BKW (22) 55 66 71 54
Policy Period:
From 08/21/2021 To 08/21/2022
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured	Agent
J K MIKLIN, INC. DBA: YAMADA ENTERPRISES 16552 Burke Ln Huntingtn Bch, CA 92647	(877) 450-1872 CONREY INSURANCE BROKERS 2522 N SANTIAGO BLVD ORANGE, CA 92867-1862

SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 16552 Burke Ln, Huntington Beach, CA 92647-4538

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 20 01 04 13	Primary And Noncontributory - Other Insurance Condition
CG 20 10 04 13	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 37 04 13	Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion

In witness whereof, we have caused this policy to be signed by our authorized officers.

Mark Touhey
Secretary

David Long
President

To report a claim, call your Agent or 1-844-325-2467
DS 70 21 11 16

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

BLANKET ADDITIONAL INSURED AS
AGREED TO PER BELOW
16552 BURKE LN

HUNTINGTON BEACH, CA 92647

Location(s) Of Covered Operations

Any location(s) where You have agreed in a written contract, agreement or permit that a person or organization be added as an additional insured

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

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

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

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

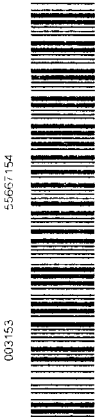
However:

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

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

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

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

BLANKET ADDITIONAL INSURED AS

AGREED TO PER BELOW

16552 BURKE LN

HUNTINGTON BEACH, CA 92647

Location And Description Of Completed Operations

Work described in writing in a contract, agreement
or permit

Any location(s) where You have agreed in a written
contract, agreement or permit with a person or
organization to be added as an additional insured

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

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

However:

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

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

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

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

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

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or 290

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. J.K. MIKLIN, INC.	
2 Business name/disregarded entity name, if different from above d/b/a YAMADA ENTERPRISES	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 16552 BURKE LANE	Requester's name and address (optional)
6 City, state, and ZIP code HUNTINGTON BEACH, CA 92647	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	3		0	7	8	3	6	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 06/03/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.