

#### SERVICE AGREEMENT

Government Code to contract with and employ any persons for the furnishing of special services and advice in the conomic, accounting, engineering, legal or administrative matters, if such persons are specially trained and extend competent to perform the special services required; and WHEREAS, DISTRICT is in need of such special service and competent to perform the special service required by the DISTRICT, and such services are needed on a limited basis.  **Gope of Work** — CONTRACTOR shall perform the services as set forth in the Proposal, which is attached hereto exhibit A (hereinafter referred to as "CONTRACTED SERVICES"), and incorporated as if fully set forth herein.  **CONTRACTOR's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the DISTRICT, on an as needed basis.  **Gees and Expenses** — For the CONTRACTED SERVICES provided for hereunder, CONTRACTOR shall be compensated orth in Exhibit A. The total cost of service requested by the DISTRICT and provided by the CONTRACTOR under a greement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than:  **INTE** 61,060.00	
MAILING ADDRESS)  (CITY)  (STATE)  (CITY)  (STATE)  (STATE)  (CITY)  (STATE)  (STATE)  (CITY)  (STATE)  (STATE)  (STATE)  (STATE)  (PARTIES." The PARTIES agree that this Agreement has been mutually drafted and authored by all the PARTIES taken any one Party. WHEREAS, DISTRICT is authorized by Section 53060 of the Califications, accounting, engineering, legal or administrative matters, if such persons are specially trained and expendent to perform the special services required; and WHEREAS, DISTRICT is in need of such special service; where the perform the special services required; and WHEREAS, DISTRICT is in need of such special service; where the perform the special services are needed on a limited basis.  (Copper of Work — CONTRACTOR shall perform the services as set forth in the Proposal, which is attached hereto exhibit A (hereinafter referred to as "CONTRACTED SERVICES"), and incorporated as if fully set forth herein.  CONTRACTOR's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders ubsequently issued by the DISTRICT, on an as needed basis.  (Sees and Expenses — For the CONTRACTED SERVICES provided for hereunder, CONTRACTOR shall be compensated or the interview of the service sequested by the DISTRICT and provided by the CONTRACTOR under the service requested by Purchase Order (PO) and is estimated to be no more than:  (STEE 61,060.00) in the aggregate under the term of this AGREEMENT.  (STEE 61,060.00) and diligently perform as required and complete performance no later than 6/30/2021  (STEE EXHIBIT A. Board approved for a total contract term not to exceed five (5) years, as allowed by Education Co. 7596.  Additional Terms — This AGREEMENT contains additional terms that are set forth in the attached documents till be terms set forth in the selected documents and certifications, and associated Purchase O which by this reference are incorporated herein. DISTRICT and CONTRACTOR acknowledge, and agree to be borned terms. This service agreement is valid following boar	
rereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the "PARTIES." The PARTIES agree that this Agreement has been mutually drafted and authored by all the PARTIES to shall not be construed against any one Party. WHEREAS, DISTRICT is authorized by Section 53060 of the Calific Covernment Code to contract with and employ any persons for the furnishing of special services and advice in the conomic, accounting, engineering, legal or administrative matters, if such persons are specially trained and expended to perform the special services required; and WHEREAS, DISTRICT is in need of such special service; WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special service; WHEREAS, CONTRACTOR shall perform the services as set forth in the Proposal, which is attached hereto exhibit A (hereinafter referred to as "CONTRACTED SERVICES"), and incorporated as if fully set forth herein. CONTRACTOR's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the DISTRICT, on an as needed basis.  **Rese and Expenses** — For the CONTRACTED SERVICES provided for hereunder, CONTRACTOR shall be compensationth in Exhibit A. The total cost of service requested by the DISTRICT and provided by the CONTRACTOR under agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than:  ***INTE** 61,060.00 — in the aggregate under the term of this AGREEMENT.**  ***INTE** 61,060.00 — and diligently perform as required and complete performance no later than 6/30/2021 — and diligently perform as required and complete performance no later than 6/30/2021 — and diligently perform as required and complete performance no later than 6/30/2021 — are Exhibit A. Board approved for a total contract term not to exceed five (5) years, as allowed by Education Co. 7:596.  ***Midditional Terms** — This AGREEMENT contains additional terms that are set forth in the attached documents ti	
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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the date written above.	
DISTRICT / CONTRACTOR	
1-11-	
Signature	-
Jonathan Geiszler Dirk Griffin	
Typed Name Typed Name	-
Director of Purchasing CEO	
Title Title	-
95-2128689	
FEIN or Social Security Number	

#### **DEFINITIONS**

- 1. "Agreement" means the document in its entirety, including all conditions, documents, and/or certifications incorporated by reference.
- 2. "District" means the Newport-Mesa Unified School District, located at 2985 Bear St Costa Mesa, CA 92626.
- 3. "Contractor" means the firm or individual as stated on page one (1) of the Agreement.

#### **GENERAL CONDITIONS**

- Expenses DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or
  incurred by CONTRACTOR in performing services for DISTRICT, except where noted in Section 7.
  All expenses shall be approved by the DISTRICT representative authorized to approve such costs
  prior to being invoiced. All expenses must meet the DISTRICT's requirements for
  reimbursement for expenses as detailed on DISTRICT's website.
- 2. Independent Contractor CONTRACTOR, in the performance of this AGREEMENT, shall be, and act, as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
- 3. Materials CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows:

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

- 4. Business Termination In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of DISTRICT this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to DISTRICT.
- 5. Termination DISTRICT may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination.

Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT.

- 6. Duty to Provide Fit Workers CONTRACTOR and subcontractors, if any, shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR or subcontractor, whom DISTRICT may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of DISTRICT.
  - 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 DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. Reference California Education Code Section 45125.1.
- 7. Hold Harmless CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its officers, agents and employees ("INDEMNITEES") from every claim or demand made and every liability, loss, damage or expense, negligence (including the active or passive negligence of INDEMNITEES as allowed by law), causes of action, costs, expenses, or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for:
    - i. Death or bodily injury to person;
    - ii. Injury to, loss or theft of property; or
    - iii. Any other loss, damage or expense arising out of i or ii above, 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 services called for in this AGREEMENT, however caused, to the extent resulting from CONTRACTOR's negligence or other wrongful negligence, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- b. Any injury to or death of any persons, including the DISTRICT or its officers, agents and employees, or damage to or loss of any property to the extent caused by any wrongful 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 services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- c. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
- d. CONTRACTOR's Indemnification includes any loss sustained by INDEMNITEES, and each of them, whether resulting from claims brought by third parties or sustained directly by any of the INDEMNITEES, as a result of 1) CONTRACTOR or any subcontractor's failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the DISTRICT's confidential information or privileged and confidential information is released, exposed, lost, or stolen as a result of CONTRACTOR's performance of services or otherwise arising from this AGREEMENT; 3) computer viruses, denial of service attacks, and other technologically harmful materials that harm or infect any of the INDEMNITEES's electronic equipment, software, data, or other proprietary material as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations as a result of CONTRACTOR's performance of Services or otherwise arising from this AGREEMENT, and 5) any breach by CONTRACTOR or any subcontractor of the California Student Data Privacy Agreement, if executed.
- e. The CONTRACTOR, at the 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 and its officers, employees, agents, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT and its officers, agents, or employees in any action, suit or other proceedings as a result thereof.
- 8. Insurance CONTRACTOR shall, at the CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to the DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the DISTRICT. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of

the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- f. An endorsement to said policy(s) naming DISTRICT and its officers, agents and employees as additional insured while rendering services under this AGREEMENT.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, ten (10) days' notice if cancellation is due to nonpayment of premium.
- h. CONTRACTOR hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- i. CONTRACTOR shall furnish the District with certificates and endorsements affecting coverage required by the AGREEMENT. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

To the fullest extent permitted by law, The DISTRICT, its officers, officials, employees, and volunteers are to be covered as insureds as respects to any and all liability arising out of, or pertaining to, products of the CONTRACTOR; and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by CONTRACTOR.

The CONTRACTOR's insurance coverage shall be primary insurance as respects to the District, it's officers, officials, employees, and volunteers. Any insurance or self-maintained by the DISTRICT, it's officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- 9. Attorney's Fees If either party hereto becomes involved in litigation arising out of this AGREEMENT or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- 10. Assignment 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.
- 11. Other Contractors DISTRICT reserves the right to enter into other agreements for work additional or related to the subject matter of this AGREEMENT and CONTRACTOR agrees to

- cooperate fully with these other contractors and with the DISTRICT. When request by the DISTRICT, CONTRACTOR shall coordinate its performance under this AGREEMENT with such additional or related work. CONTRACTOR shall not interfere with the work performance of any other contractor or DISTRICT employee.
- 12. Nonperformance As used in this AGREEMENT, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this AGREEMENT. If CONTRACTOR fails to perform under this AGREEMENT, then DISTRICT, after giving seven (7) days' written notice and opportunity to cure to CONTRACTOR, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both PARTIES agree that CONTRACTOR shall bear any reasonable cost difference, as measured against any unpaid balance due CONTRACTOR, for these substitute goods or services.
- 13. Remedies In case of CONTRACTOR breach, and in addition to any other provision of this AGREEMENT, DISTRICT shall be entitled to any other available legal and equitable remedies. In case of DISTRICT breach, CONTRACTOR's remedy shall be limited to termination of the AGREEMENT and receipt of AGREEMENT payments to which CONTRACTOR is entitled.
- 14. Errors CONTRACTOR shall perform any and all additional work necessary to correct errors in the services performed under this AGREEMENT without undue delays or additional costs to the DISTRICT.
- 15. Security DISTRICT hereby deems all information, documents, and property contained in or on DISTRICT property privileged and confidential. Any removal or disclosure of any privileged and confidential materials by employees or agents of CONTRACTOR or any subcontractor without express written consent of DISTRICT shall be considered a material breach of this AGREEMENT and shall be cause for immediate termination of this AGREEMENT. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED REMOVAL OR DISCLOSURE OF PRIVILEGED AND CONFIDENTIAL MATERIALS, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.
- 16. Mandatory Reporter Requirements CONTRACTOR acknowledges and understands that, pursuant to California Penal Code Section 11165.7, employees and agents of CONTRACTOR and any subcontractor whose duties under the Scope of Work include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. CONTRACTOR will ensure that employees or agents of CONTRACTOR and any subcontractor who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. CONTRACTOR agrees to make this training available to each mandatory reporter. CONTRACTOR will ensure that each employee or agent of CONTRACTOR and any subcontractor who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. CONTRACTOR will provide copies of each of these signed forms for each employee or agent of CONTRACTOR or any subcontractor who is a mandatory reporter to District within six weeks of the hire of the mandatory reporter and annually.
- 17. Unsupervised Contact: "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when

not under direct DISTRICT supervision. As required by DISTRICT policy, CONTRACTOR shall ensure that CONTRACTOR, any subcontractors [of all tiers], and their officers, employees, and agents will have no direct, unsupervised contact with students while on DISTRICT property. CONTRACTOR will work with DISTRICT to ensure compliance with this requirement. If CONTRACTOR is unable to ensure through a security plan that none of its officers, employees, or agents, or those of its subcontractors, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then CONTRACTOR shall notify DISTRICT before beginning any work that could result in such contact. In addition to any Live Screen Criminal Background Check Requirements as set forth above, CONTRACTOR authorizes DISTRICT, at its discretion, to obtain information about CONTRACTOR and its history and to independently conduct its own criminal background check, including fingerprinting, of any CONTRACTOR officers, employees, or agents who may have unsupervised contact with students. CONTRACTOR shall cause its employees and/or subcontractors, if any, to authorize DISTRICT to conduct these background checks. CONTRACTOR shall pay all fees for processing the background check. DISTRICT may deduct the cost of such fees from a progress or final payment to CONTRACTOR under this AGREEMENT, unless CONTRACTOR elects to pay such fees directly.

- 18. Compliance with Applicable Laws The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
- 19. Permits/Licenses All business licenses, permits and/or fees required by the codes, ordinances and statutes of the State of California, the County of Orange, and the Cities of Costa Mesa or Newport Beach, as appropriate, must be taken out by the CONTRACTOR at CONTRACTOR'S sole cost and expense.
- 20. Employment with a Public Agency CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 21. Conflict of Interest CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR's family, business, or financial interest and the services provided under this AGREEMENT in violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the DISTRICT. CONTRACTOR shall not be in a reporting relationship to a DISTRICT employee who is a near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.
- 22. Affirmative Action Employment In the performance of the terms of this AGREEMENT, CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious

- creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 23. Notice All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by:
  - a. Personal service or;

DISTRICT:

b. U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

Newport-Mesa Unified School District	Pinner Construction Company, Inc.
2985 Bear Street	1255 South Lewis St.
Costa Mesa, CA 92626	Anaheim, CA 92805
Attn: Purchasing Director	

CONTRACTOR:

- 24. Tobacco/Vapor Use Policy In the interest of public health, the DISTRICT is proud to provide a healthy, tobacco/vapor-free environment. Smoking or the use of any tobacco or vapor products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to DISTRICT'S Policy 3620. Failure by CONTRACTOR to abide with the conditions of Policy 3620 may result in the termination of this AGREEMENT.
- 25. Non-Waiver 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 on any future occasion.
- 26. Severability If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 27. Governing Law The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.
- 28. Provisions of Law Clause Each and every provision of law clause required by law to be inserted in the 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.
- 29. Force Majeure Clause The PARTIES to this AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities,

- lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other PARTY (IES), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 30. Time is of the Essence Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.
- 31. Safety and Security It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT, the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.
- 32. Invoicing Required Documentation If the below information is missing from an invoice under this AGREEMENT, the DISTRICT shall reject it and request an updated document with the appropriate date the document was re-delivered to the DISTRICT:
  - a. Name of firm and address or person and address submitting invoice.
  - b. Name of school district as addressee (not school).
  - c. Date of invoice. Note: Payment Terms: net 30 days, unless cash discount provided
  - d. Number of school district purchase order (if applicable).
  - e. Special terms, such as discounts.
  - f. Description of each item, not just a stock number.
  - g. Quantity.
  - h. Unit quantity (dozen, gross, pound, etc.)
  - i. Unit price for each item.
  - j. Extended price for each item.
  - k. Hours and rates for labor charges, if applicable
  - I. Subtotals of amounts subject to sales tax.
  - m. Amount of sales tax (if applicable), or total fixed fee, if applicable.
  - n. Phased billing may apply if fixed fee.
- 33. Nondiscrimination CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.
- 34. Entire Agreement/Amendment This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the PARTIES to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.
- 35. Authority The undersigned warrant that they are duly authorized representatives of the PARTIES and have been empowered to execute this AGREEMENT on behalf of the PARTY indicated.
- 36. Order of Precedence The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:
  - a. Special Conditions
  - b. General Conditions
  - c. Purchase Order(s)

In the event of any conflict, discrepancy, error or omission among any parts of the AGREEMENT, either PARTY shall immediately notify the other PARTY and both PARTIES shall decide how to remedy such conflict, discrepancy, error or omission. If the PARTIES cannot resolve any such conflict, discrepancy, error or omission by mutual agreement, the AGREEMENT may be immediately terminated. The AGREEMENT Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's packaging, invoices, catalogs, brochures, technical data sheets or other documents.

CONTRACTOR certifies under penalty of perjury that CONTRACTOR is a (check applicable):					
☐ Individual / Sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation					
☐ Partnership ☐ Other					
☐ LLC. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)					

#### **SPECIAL CONDITIONS**

These conditions are applicable based on the responses in Exhibit B, or where applicable based on the services rendered to the DISTRICT. It is the CONTRACTOR's sole and absolute responsibility to report any ambiguities, inconsistencies, or errors to the DISTRICT.

- Criminal records check Exhibit B shall be completed by the CONTRACTOR. If CONTRACTOR shall engage district pupils, Exhibit C will be completed and returned to the DISTRICT.
  - a. Criminal Background Check Requirements CONTRACTOR, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or DISTRICT policy, will conduct all required criminal background checks. If required by EC section 45125.1, CONTRACTOR must provide for the completion of Exhibit C Criminal Records Check Certification, in the DISTRICT's required format, prior to any of the CONTRACTOR's employees, or those of any other subcontractors, who are anticipated to come into contact with the DISTRICT's students. CONTRACTOR further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and CONTRACTOR will comply with any such requirements. CONTRACTOR further acknowledges and agrees that no CONTRACTOR or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if CONTRACTOR is an individual operating as a sole proprietor, is required by Education Code section 45125.1(k), it shall be the responsibility of the DISTRICT to prepare and submit that individual's fingerprints to the Department of Justice.
- BMX Acknowledgement If CONTRACTOR is performing a BMX and/or skateboard event on DISTRICT property, Exhibit D shall be completed and returned to the DISTRICT.
- 3. Insurance –

a.	Special Hazards Insurance, where appropriate, with special rider to include automotive
	and truck, where operated, and material hoist, where used, in an amount not less than
	\$1,000,000 per occurrence. Yes □ No ☑

b.	Sexual Abuse or Molestation Insurance in an amount not less than \$1,000,000 per
	wrongful act and \$2,000,000 aggregate. Yes □ No ☑

- c. Fire Insurance on all work subject to loss or damage by fire. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the DISTRICT. Yes □ No ☑
- d. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT. Yes No 7
- e. Professional Liability (Errors and Omissions; E&O) Insurance: Professional Liability (Errors and Omissions) Insurance appropriate to Contractor's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. DISTRICT, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT. Yes 

  No 

  No
- 4. Originality of Services CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video

- productions prepared for, and submitted to, the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.
- 5. Copyright/Trademark/Patent CONTRACTOR understands and agrees that all materials produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.
  - a. Originality of Services
  - b. Copyright/Trademark/Patent
- Prevailing Wage Requirements CONTRACTOR acknowledges and agrees that, if applicable, CONTRACTOR shall be responsible for payment of prevailing wage rates in accordance with Labor Code sections 1720 et seq. and 1770 et seq. to all personnel performing SERVICES under this AGREEMENT. CONTRACTOR shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this AGREEMENT from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the DISTRICT shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages. If the DISTRICT is using State funds for the project and is required to enforce a Labor Compliance Program ("LCP"), then Contractor will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable. If applicable, Certified Payroll records shall be maintained by the CONTRACTOR and copies of the certified payroll shall be electronically sent to the Department of Industrial Relations and be delivered to the DISTRICT at the end of each month during the entire duration of the AGREEMENT. If the AGREEMENT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Subject to exceptions as set forth in Labor Code section 1771.1, CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any AGREEMENT for public work, as defined by statute, unless it is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. DISTRICT may not accept a bid nor any contract or subcontract entered into without proof of the CONTRACTOR or subcontractor's

- current registration to perform public work pursuant to Section 1725.5. For more information, go to <a href="http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html">http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html</a>
- 7. Subcontractors CONTRACTOR shall not delegate, by contract, agreement or otherwise, any services or tasks required under this AGREEMENT to any other person or entity without the express written permission of DISTRICT by executed addendum. Consent to any subcontract may be withheld by DISTRICT at its sole and unrestricted discretion. DISTRICT shall not be obligated to pay for any services or work performed by an unauthorized person or entity. CONTRACTOR shall at all times during the term of this agreement remain fully and independently responsible and liable to DISTRICT for the full and complete performance of the terms and conditions of this AGREEMENT. CONTRACTOR shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of CONTRACTOR under this AGREEMENT, including but not limited to the insurance and indemnification provisions of this AGREEMENT, unless otherwise agreed in writing by the DISTRICT's Risk Manager or designee. Prior to performance of Services by any subcontractor, the subcontractor shall provide DISTRICT with evidence of all insurance, certificates, forms, and licenses required by this AGREEMENT.

#### **Exhibit A**

#### Scope of Work / Fees and Expenses / Term of Agreement

#### Scope of Work

Will provide QA/WC services for Districtwide air filter replacement project

#### Fees and Expenses

NTE \$61,060.00 per the attached fee schedule

#### **Term of Agreement**

9/23/2020 - 6/30/2021

#### **Exhibit B**

#### **Child Engagement Certification**

clind Engagement Certification
To the Governing Board of Newport-Mesa Unified School District:
I/We, Pinner Construction Company, Inc. certify that:
Name of Contractor
${\tt CONTRACTOR's\ employees,\ agents,\ or\ officers\ shall\ \underline{{\tt NOT}}\ engage\ in\ any\ {\tt UNSUPERVISED\ CONTACT\ with\ any\ under the contract of the contr$
any child of the DISTRICT without DISTRICT staff present.
I/We declare under penalty of perjury that the foregoing is true and accurate.
Executed at, California on10/1/2020
Date
Signature
Dirk Griffin
Typed or printed name
CEO
Title
1255 S. Lewis St. Anaheim, CA 92805
Address
DISTRICT Administrator certifies the above to be true and accurate:
Signature
Signature
Typed or printed name

Date

#### **Exhibit C**

#### **CRIMINAL RECORDS CHECK CERTIFICATION**

#### AB 1610, 1612 and 2102

To the Governing Board	of Newport-Mesa	<b>Unified School</b>	District:
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I/We, Pinner Construction Company, Inc. certify that:

#### Name of Contractor

- 1. I/We have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (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 District, my employees may have contact with students of the District.
- 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/We declare under penalty of perjury that the foregoing is true and correct.

Executed at	Anaheim	, California on _ Date	10/1/2020 .
			Signature
			Dirk Griffin
			Typed or printed name
			CEO
			Title
			1255 S. Lewis St. , Anaheim, CA 92805
			Address
			714-490-4000

Telephone

#### 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 non-inmate; 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.

#### **REQUIRED DOCUMENTS AND CERTIFICATIONS**

✓	1. W-9
7	2. Insurance (Refer to § 8 of General Conditions)
	a. Worker's Compensation and Employers Liability Insurance
	3. Exhibit B – Child Engagement Certification
	4. Exhibit C – Criminal Records Check
	5. Exhibit D – BMX / Skateboard Acknowledgement
	6. Live Scan (DOJ and FBI Clearance – FOR SOLE PROPRIETORS ONLY)
	7. Professional License (SPED)
	8. Resume (SPED)
	9. TB Test



September 23, 2020

Newport-Mesa Unified School District 2985 Bear Street, Building E Costa Mesa, CA 92626

Attention: Lance Bidnick, Administrative Director II - Maintenance & Operations

**RE:** QA/QC for Filter Replacements

Dear Mr. Bidnick,

Pursuant to your request, Pinner Construction Co., Inc. "Pinner" is pleased to provide you with this proposal for Quality Control / Quality Assurance of your HVAC filter replacement efforts that will commence on Thursday September 24, 2020 and be completed on Monday September 28, 2020.

Our scope of work includes providing roving oversight of the filter replacement efforts that will be provided by others, specifically Newport-Mesa Unified School District "District" and Mechanical Technology Systems "Contractor". Pinner shall create a check-list form similar to the attached that will be completed and signed by the District and Contractor staff completing the work. The form will include the school name, quantity of mechanical units and quantity of filters removed and replaced, staff name(s) and date(s) the work occurred. District and Contractor staff will note the specific location of any units that were unable to receive a new filter for any reason. The District and Contractor staff completing the installation shall personally sign each form attesting that all information on the form was completed truthfully.

Pinner will provide five (5) staff members 12 hours a day beginning on 9/24/20 through 9/28/20 to oversee the completion of the forms, provide oversight of inventorying the new filters, provide "spot checks" of the on-going work related to the filter replacement and assist with crew management and deployment.

No contracting, engineering, industrial hygienist or any other services except as specifically described above are included in this proposal.

The not to exceed cost for these services are based upon the following:

Title	<b>Hourly Rate</b>	Hours	Total
Project Manager – Regular Time	\$110.00	120	\$13,200.00
Project Manager – x1.5 (After 8 hours & Saturday)	\$165.00	100	\$16,500.00
Project Manager – x2 (Sunday)	\$220.00	80	\$17,600.00
Project Executive – Regular Time	\$160.00	24	\$ 3,840.00
Project Executive – x1.5 (After 8 hours & Saturday)	\$240.00	20	\$ 4,800.00
Project Executive – x2 (Sunday)	\$320.00	16	\$ 5,120.00



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 12/31/2019

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

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

PRODUCER	CONTACT NAME: Amanda Vezzani		
Alliant Insurance Services, Inc. 1301 Dove St Ste 200	PHONE (A/C, No. Ext): 949-660-5958	FAX (A/C, No): 949-809-1413	
Newport Beach CA 92660	E-MAIL ADDRESS: avezzani@alliant.com	Time of the second seco	
	INSURER(S) AFFORDING COVERAGE		
	INSURER A: Illinois Union Insurance Compa	27960	
INSURED Control in Control Inc.	INSURER B: Travelers Property Casualty Co	25674	
Pinner Construction Company, Inc. 1255 S. Lewis Street	INSURER c : Federal Insurance Company	20281	
Anaheim CA 92805	INSURER D: Executive Risk Indemnity Inc		
	INSURER E :		
	INSURER F :		
COVERAGE CONTRACTOR OF THE PROPERTY OF THE PRO	DE1//0/01/1	MARCO	

COVERAGES CERTIFICATE NUMBER: 59462935

**REVISION NUMBER:** 

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

ISR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
D	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		54309613	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000 \$100,000
ĺ						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					Deductible	\$ 5,000
C	AUTOMOBILE LIABILITY		54309612	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
1	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
1	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
3	X UMBRELLA LIAB X OCCUR		ZUP14T7544620NF	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,000,000
	DED X RETENTION \$ 10 000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		54309614	1/1/2020	1/1/2021	X PER STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
- 1	(Mandatory in NH)	N.A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
٩	Professional / Pollution		COO G27410819 006	7/7/2019	7/7/2020	Contr. Pollution Contr. Professional Deductible	\$5,000,000 \$5,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Request for Qualifications and Proposals - Construction Management Services - Summer 2019

CERTIFICATE HOLDEI	CERTIF	ICATE	HOLD	ER
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CANCELLATION

Newport-Mesa Unified School District Facilities Department 2985 Bear Street, Building E. Costa Mesa CA 92626 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

Philip S. My

© 1988-2015 ACORD CORPORATION. All rights reserved.

Any incidentals or material costs will be invoiced separately. No mileage reimbursement costs will be required.

Work will be schedule and commence upon your authorization.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,

Justin Davis, President of Business Development

Pinner Construction Co., Inc.

Encl: W-9, Insurance Form and Sample Check-List

# (Rev. November 2017)

Department of the Treasury

#### **Request for Taxpayer Identification Number and Certification**

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

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

	1 Name (as shown on your income tax return), Name is required on this line; do not leave this line blank.						
	Pinner Construction Co., Inc.  2 Business name/disregarded entity name, if different from above						
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners Note: Check the appropriate box in the line above for the tax classification of the single-member ow like it to be a classification of the single-member ow like it to be a classification of the single-member ow like it to be a classification of the single-member ow like it to be a classification of the single-member ow like its cl	Trust/es	state E	4 Exemption certain entiinstructions  Exempt pay	ties, not s on page ree code	indlvidu e 3): (if any)	als; see
Print Affic Ins	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single sidered from the owner should check the appropriate box for the tax classification of its owner.	le-member I I	_C that	code (if any	")		
ě	☐ Other (see instructions) ►		0	Арріівз Іо восо	unts maintai	ined oulsid	le the U.S.)
Š	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's	name an	d address (	optional	)	
See	1255 S. Lewis Street						
Ø	6 City, state, and ZIP code						
	ACCEPTATION OF ACCEPT						
	Anaheim, CA 92805						
	7 List account number(s) here (optional)						
Par	Taxpayer Identification Number (TIN)						
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	id Soc	ial sacu	rity numbe			
backu	up withholding. For individuals, this is generally your social security number (SSN). However, for	old John	iai secu	my numbe	7 1		
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	" a					1 1 1
entitie	es, it is your employer identification number (EIN). If you do not have a number, see How to get	a			1 1	- 1	1 1 1
TIN, la	ater.	or					• • •
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name a		ployer id	entificatio	n numbe	er	$\neg$
Numb	er To Give the Requester for guidelines on whose number to enter.	,,,		TT			=
		9	5 -	2 1	2 8	6 8	9
Par	5.73.00000000000000000000000000000000000						
	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 issue	ed to me):	and		
2. I am Sen	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or longer subject to backup withholding; and	have not b	een not	ified by th	a Intern	ıal Rev d me tl	enue nat I am
3. I am	n a U.S. citizen or other U.S. person (defined below); and						
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	in correct					
you na acquis	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you we failed to report all interest and dividends on your tax return. For real estate transactions, item 2 or ition or abandonment of secured property, cancellation of debt, contributions to an individual retires han interest and dividends, you are not required to sign the certification, but you must provide your	does not app	ly. For n	nortgage i	nterest	paid,	onte
Sign Here		ate ▶ 7	-31	-20	<u>-</u> 2ε	—— )	
Ger	neral Instructions • Form 1099-DIV (divi						ual

Section references are to the Internal Revenue Code unless otherwise

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-MISC (various types of income, prizes, awards, or gross
- 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,

# 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)	Location(s) Of Covered Operations
Where Required by Written Contract	Where Required by Written Contract
Information required to complete this Schedule, if not s	hown shows 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
  - 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

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

- 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
- 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.

- C. 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.

# 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)	Location And Description Of Completed Operations
Where required by written contract	Where required by written contract
	-
Information required to complete this Schedule, if no	t shows above will be shown in the Designations

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 "properly 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:

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

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:
WHERE REQUIRED BY WRITTEN PERMIT OR CONTRACT
Information required to complete this Cahadula, if not shows above, will be above in the Designations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

### PRIMARY INSURANCE FOR **SCHEDULED ADDITIONAL INSURED**

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COMMERCADA DE EDERNO ADDOUDO CO DERDA E DOF	₹□
SCH	EDULE
Additional Insured:	Location Of Covered Operations:
As required by written contract	As required by written contract
□□□no entry a □□ears abo □e□in or □ ation required to co □ as a □□tcab e to this endorse □ ent □□	⊡ete this endorse□ent wi⊞be shown in the □ecarations
With respect only to the additiona insured and at the cocation and action and continuous shown in the chedule the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS are a 4. Other Insurance and sufersedes any crodision to the contrary	
Primary And Noncontributory Insurance	
□his insurance is □ri□ ary to and wi⊞not see□ contribution @o□ any other insurance a □aiab ⊕ to the □dditiona □ nsured with res□ect to the □ocation □□ □ Co□ ered □□ erations shown in the □ chedu e under this □oticy □ro□ ded that□	
(1) □he □dditiona□īnsured is a na□ ed insured under such other insurance□and	
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a ree ent that this insurance would be □ri□ ary and woud not see □ contribution ਾo □ any other insurance a aiabe to the POLICY NUMBER: 54309613

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Designated Construction Project(s): where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then 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 as stipulated.

#### c. Method Of Sharing

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■ any o the other insurance does not er it contribution by equalshares we will contribute by it its ander this ethod each insurers share is based on the ratio of a toback it of its of its of insurance of all insurers.

#### 5. Premium Audit

- a. We willicoll tute all the iulds for this Colertace are part in accordance with our rules and rates.
- b. We □ay audit your boo□s and records as they reate to this insurance at any ti□e durin□ the ter□ o□this □o(icy and u□ to three years after□ wards□
- c. □he first □a□ed finsured □ust □ee□ records o□ the infor□ation we need for □re□iu□ co□□uta□ tion□and send us co□es at such ti□es as we □ay request□

#### 6. Representations

□y acce⊑tin □ this ⊑oûcy □you a □ree □

- a. □he state□ents in the □eclārations are accu□ rate and co□ □ēte□
- b. □hose state□ ents are based u□on re□resenta□ tions you □ ade to us□and
- c. We ha⊑e issued this □oficy in refance u□on your re□resentations□

#### 7. Separation Of Insureds

Elice t with respect to the iii its of insurance and any riths or duties specifically assigned in this Colerage part to the first paped insured this insurance applies

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- b. □e⊡arateŊ to each insured a⊡ainst who⊡ c酒i□ is □ ade or "suit" is brou□ht□

#### 8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We willwaile the richt olrecolery we would otherwise hale had alainst another lerson or or andication for loss to which this insurance allies colled the insured has wailed their richts olrescolery alainst such lerson or or anilation in a contract or alreelent that is elecuted before such loss.

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#### 9. When We Do Not Renew

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ration date

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#### **SECTION V - DEFINITIONS**

- 1. " dertise ent" eans an electronic orall written or other notice about loods froducts or serices designed for the specific curpose obattracting the peneral bublic or a specific arrest sell ent to use such loods products or serices.
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- 2. "dertisin in ury a eans in ury other than bodi

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- 3. ☐sbestos ☐ eans asbestos in any ☐r☐ ☐inc@din☐ its ☐resence or use in any a ☐y ☐by ☐roduct ☐co ☐ ☐ ☐ound or other ☐ ateria ☐r ☐waste ☐

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- b. □ny other and □ehicle that is subject to a co□□□□usory or tinancia□res□onsibility aw or other□otor □ehicle insurance aw in the state where it is ticensed or □rinci□a y □ara□ed□

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#### **COMMERCIAL AUTOMOBILE**

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

#### COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

This endorsement modifies the Business Auto Coverage Form.

# EXTENDED CANCELLATION CONDITION Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### 2. BROAD FORM INSURED

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

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

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

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

#### B. Employees as Insureds

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

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

#### C. Lessors as Insureds

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

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

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

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

## D. Persons And Organizations As Insureds Under A Written Insured Contract

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

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

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

- with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.
- FELLOW EMPLOYÉE COVERAGE
   EXCLUSION B.5. FELLOW EMPLOYEE of
   SECTION II LIABILITY COVERAGE does not apply.
- 4. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.
- 5. AUTO LOAN/LEASE GAP COVERAGE
  Paragraph A. 4. COVERAGE EXTENSIONS of

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue loan/lease payments at the time of the "loss":
  - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor:
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

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

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

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

#### d. Rental Expense

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

MAXIMUM WE WILL PAY FÓR ANY ONE CONTRACT OR AGREEMENT:

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

    We will pay for the expense of returning a stolen covered "auto" to you.

#### 8. AIRBAG COVERAGE

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

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

#### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Form: 16-02-0292 (Rev. 11-16)

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

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

#### 11. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

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

#### 13. WAIVER OF SUBROGATION

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

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

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

## 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

#### 15. AUTOS RENTED BY EMPLOYEES

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

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.
- 16. HIRED AUTO COVERAGE TERRITORY Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
  - (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

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

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

#### WC 99 03 04 (Ed. 7-08)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2020

at 12:01 A. M. standard time, forms a part of

.

Policy No. 54309614

of the

Federal Insurance Company

(NAME OF INSURANCE COMPANY)

issued to

Pinner Construction Company

Endorsement No.

Philip S. ay

Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

WHERE REQUIRED BY WRITTEN CONTRACT.

Job Description

WHERE REQUIRED BY WRITTEN . CONTRACT



# Corona del Mar High School - Filter Replacement



	SERIAL #	MODEL#	TYPE UNIT	FILTER SIZE	QUANTITY	BUILDING	LOCATION OF UNIT	ACCESS LOCATION	NOTES
AC-1 McQuay	XXXXXXXXX	MPS020F	III	CAPCAPC			300	Intercion Ministerials Classical Dances	
			מאַ	7477477	77	77 Ineater	Koor	Interior - Westside Electrical Koom	Example Unly
Date(s) of Installation:									
The following individuals hereby attest that all of the information provid	hereby attest tha	at all of the	information	provided abo	ve is factual	and confirr	n under penalty of po	erjury that the quantity of filters no 	led above is factual and confirm under penalty of perjury that the quantity of filters noted above have been replaced on the date(s) indicated.
Name, Title, Company, Date	ate	Name, Tit	Name, Title, Company, Date		Name, Title, Company, Date	Сотрапу,	Date	Name, Title, Company, Date	Name, Title, Company, Date
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