AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 13th DAY OF January, 2021, by and between the Oxnard Union High School District ("District") and Fast-Track Construction Company ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Bid 633 New HVAC Modernization for Channel Islands High School

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide the District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion: It is hereby understood and agreed that the Work under this Contract shall be completed from December 21, 2020 until February 8, 2023.
- 5. Completion Extension of Time: Should the Contractor fail to complete this

Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Two Thousand dollars (\$2,000.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

- 7. Loss or Damage: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
- 8. Limitation of District Liability: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- **9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

- 10. Prosecution of Work: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 14. Registration as Public Works Contractor: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

16. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for

construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Nineteen Million One Hundred Thousand Dollars

(\$ 19,100,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. No Representations: No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- **18. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 19. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 20. <u>Bidder acknowledges</u> that Channel Islands High School is fully occupied, and that students and School District staff have the right of way within the classroom buildings whenever school is in session. Please see the Oxnard Union High School District calendar at oxnardunion.org for an example of typical school occupancy. Students typically begin at 8:00AM and are released at 3:00PM each school day.
- 21. The General Contractor shall carry <u>an allowance of Ten Thousand US Dollars</u> (\$10,000,00) for CM Field & Office Supply <u>in their Base Bid</u>.
- 22. District will stage no more than eight (8) classroom relocatable units on the campus for students and staff to use while construction is occurring in their permanent classrooms. Consequently, no more than 12 permanent classrooms can be emptied at any given time to allow for construction activities to occur within the permanent classrooms.

The Prime General Contractor will pay for each classroom's contents to be removed, stored and returned to same permanent classroom after each phase of work is complete. Contractor will provide (6) 10' X 40' weather tight storage containers for all miscellaneous FF&E on each campus.

The District will only box and move personal and study/text items from classrooms.

23. The awarded contractor will be required to provide a document control

system. The specific system is noted within the following. Centralizing Data and Document Management is critical to the success of construction projects. The Contractor, District, Architect and Construction Manager will have access along with all associated team members.

24. The Contractor will implement the use of the following project documentation system. The system license will be purchased by the Contractor for the duration of the project as below.

<u>Duration:</u> 26 Months; <u>Project:</u> Channel Islands High School, Oxnard Union High School District; <u>Construction Manager:</u> Bernards. Each General Contractor (Bidder) is to incorporate within their proposal a value of (\$5,500.00) Five Thousand Five Hundred Dollars and Zero Cents per year. The system will be accessible to all parties related to the project.

The contractor will also provide an electronic copy of the entire documentation of the project to OUHSD as a portion of the closeout documents.

System provider information listed:

Owner Insite, LLC. Contact Phil Burke Main: 888-336-3393 Direct: 512-637-6369. www.owner-insite.com

- 25. The District will disconnect, box, move, address, relocate, and reconnect all IT issues related to classroom relocations.
- 26. <u>Special Requirements:</u> The Contractor shall avoid any excessive noise or vibration adjacent to occupied classrooms. Such practices will not be tolerated and must occur off normal school hours.
- 27. Contractor shall provide adequate procedures for the COVID 19 PANDEMIC.
 Contractor shall provide procedures within their submitted IIPP addressing such Issue. See attached Exhibit A for further information.
- 28. REQUIRED CONTRACTOR'S CORE CREW

CONTRACTOR shall provide, at a minimum, the following core management personnel:

Project Manager (PM) - CONTRACTOR shall provide, at a minimum, One (1) competent English-speaking PM. The PM shall represent the CONTRACTOR and any communications given to the PM shall be as binding as if given to the CONTRACTOR. The PM shall be authorized to sign documents on behalf of the Contractor including, but not limited to, Change Orders. The PM shall have a proven track record of successful accomplishment on previous projects of similar complexity and scope to this Project. The PM shall attend all weekly construction meetings. The PM shall be on-site-full-time-from-the-issuance-of-NTP thru the completion of the Substantial Completion and Closeout period.

Full Time Project Superintendents (PS) - CONTRACTOR shall

provide, at a minimum, **One (1) assigned to the Project** competent and qualified English- speaking PS with the appropriate number of years supervising all trades and coordinating projects of this scope and complexity as evidenced by submitted background information. This person shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility of directing and coordinating all aspects of the Work. The PS shall be retained at this capacity for the duration of the Work. PS is responsible for QA/QC at a minimum, the PS shall be <u>on-site full-time from Start of Construction thru the completion of the Substantial Completion.</u>

Full Time Project Engineer (PE) – CONTRACTOR shall provide, at a minimum, of One (1) competent and qualified full-time English-speaking Project Engineer. This individual shall be physically present at the Project site while any aspect of the Work is being performed and shall have the responsibility for directing and coordinating all aspects of the Work. The PE shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The PE shall attend all weekly construction meetings. Project Engineer shall be on-site full time from the issuance of NTP thru the completion of the Project Closeout period.

Part Time Project Safety Engineer (SE) – CONTRACTOR shall designate, at a minimum, One (1) part-time, competent and qualified English-speaking Safety Engineer. Individual must have a minimum 30-hr OSHA certification. The Project Safety Engineer should not hold any other titles. This individual shall be physically present at the Project site once a week onsite while Work is being performed and shall have the responsibility for directing, correcting and coordinating all aspects of Safety. The SE shall have provable experience in their area of focus and on projects of similar scope and complexity to this Project. The SE shall provide a weekly update of project conditions and shall attend all weekly construction meetings to present findings. The Safety Engineer shall be on-site from Start of Construction thru substantial completion.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR	OXNARD UNION HIGH SCHOOL DISTRICT
ву: 1 dg///	By: The turkly
	, —
Name: Ryan Radebach	Name: <u>Tom McCoy, Ed.D.</u>
Title: President	Title: Superintendent

NOTE: If the party executing this Contract is a corporation, a certified copy of the bylaws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto. Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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. FAST-TRACK CONSTRUCTION CORPORATION											
2 Business name/disregarded entity name, if different from above											
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC			in	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box the tax classification of the single-member owner.		bov	e for			ption fro (if any)	om F/	ATC	A repo	ting
P. P.	☐ Other (see instructions) ▶				(A)	oplies	to accour	ts main	tained	d outside	the U.S.)
ij	5 Address (number, street, and apt. or suite no.)	Request	er's	nam	e and	ado	dress (o	otion	al)		
be	5711 W SLAUSON AVE #170	OXNA	SD	UNI	ON	HIC	GH SC	НО	OL	DIST	RICT
	6 City, state, and ZIP code								_		
See	CULVER CITY CA 90230										
	7 List account number(s) here (optional)	•				6					
Par	Taxpayer Identification Number (TIN)										
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	void	Soc	cial s	ecur	ity n	umber				
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>											
	n page 3.		or								
Note.	. If the account is in more than one name, see the instructions for line 1 and the chart on pag	e 4 for	Em	ploy	er ide	entif	ication	num	ber		
guidelines on whose number to enter.				4 2	3	0	7	1			
Par	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				be	issu	ed t	to me);	and			
Se	ne number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because: (a) I am exempt from backup withholding, or exercice (IRS) that I am subject to backup withholding as a result of a failure to report all interes	b) I have	not	bee	n not	ifie	d by th	e Int			
Se no	ne number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because: (a) I am exempt from backup withholding, or exercice (IRS) that I am subject to backup withholding as a result of a failure to report all interes	b) I have	not	bee	n not	ifie	d by th	e Int			
Se no 3. I a	ne number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because: (a) I am exempt from backup withholding, or exercise (IRS) that I am subject to backup withholding as a result of a failure to report all interest	(b) I have t or divide	not nds	bee , or	n not	ifie	d by th	e Int			
3. I a 4. The Certif because interest general	the number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because: (a) I am exempt from backup withholding, or dervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and a U.S. citizen or other U.S. person (defined below); and	(b) I have t or divide ing is corr that you a sactions, to an indi	ect.	bee , or curre 1 2 c	n not (c) th ently does etirer	sub not	d by the RS has bject to apply a rran	e Int noti bac For gem	kup moi	withhrtgage	olding and
3. I a 4. The Certif because interest general	the number shown on this form is my correct taxpayer identification number (or I am waiting form not subject to backup withholding because: (a) I am exempt from backup withholding, or exprise (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and at U.S. citizen or other U.S. person (defined below); and the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA report fication instructions. You must cross out item 2 above if you have been notified by the IRS use you have failed to report all interest and dividends on your tax return. For real estate transest paid, acquisition or abandonment of secured property, cancellation of debt, contributions rally, payments other than interest and dividends, you are not required to sign the certification incitons on page 3.	(b) I have t or divide ing is corr that you a sactions, to an indi	ect. ure c item vidu	bee i, or curre i 2 c ual re ist p	n not (c) th ently does etirer	sub not nerde y	d by the specific to apply the arrandour co	e Int noti bac For gem	kup moi	withhrtgage	olding and

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 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? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



FAST-TRACK CONSTRUCTION CORPORATION

License No. 674880



CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



ticense Number **674880**

Entity CORP

BUSINESS NAME FAST-TRACK CONSTRUCTION CORPORATION DBA FAST-TRACK CONSTRUCTION

Classification(s) B C61/D06

Exciration Date 07/31/2021

www.cslb.ca.gov



ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF

FAST-TRACK CONSTRUCTION CORPORATION a California corporation

The undersigned, being all of the directors of Fast-Track Construction Corporation, a California corporation (the "Corporation"), hereby unanimously adopt the following recitals and resolutions pursuant to the terms of the Bylaws of this Corporation and of the California Corporations Code, effective as of the date of the last signature hereon:

Election/Confirmation of Officers

BE IT RESOLVED, that the following persons are hereby elected and confirmed as the officers of this Corporation:

Randy L. Tyler

Secretary

Richard Tyler

Chief Executive Officer

Angela P. Grant

Chief Financial Officer/Treasurer

Ryan John Radebach

President

RESOLVED FURTHER, that any other persons claiming to be executive officers of this Corporation are hereby removed, effective immediately.

Ratification of Past Actions

BE IT RESOLVED, that the undersigned directors ratify and confirm all actions heretofore taken by the Board of Directors of this Corporation reflected on the books and records of this Corporation, and adopt such actions as the acts and deeds of this Corporation.

IN WITNESS WHEREOF, the undersigned, being 100% of the Directors of this Corporation, have executed this Action by Unanimous Written Consent as of the day and year set forth next to their signatures, below.

Dated: April 20, 2016

Dated: April 20, 2016

Raily Lyl yici

Richard Tyler

BOND NUMBER 3340286

DOCUMENT 00 61 13.13

PERFORMANCE BOND (100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:
WHEREAS, the governing board ("Board") of the Oxnard Union High School District, ("District") and FAST-TRACK CONSTRUCTION CORPORATION ("Principal") have entered into a contract for
the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:
NEW HVAC MODERNIZATION - CHANNEL ISLANDS HIGH SCHOOL
("Project" or "Contract") which Contract dated JANUARY 13TH
WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.
NOW, THEREFORE, the Principal and <u>Great American Insurance Company</u> ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of
NINETEEN MILLION ONE HUNDRED THOUSAND NO/100
Dollars ($\frac{19,100,000.00}{}$), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:
- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.
Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators,

successors, or assigns, shall in all things stand to and abide by, and well and truly

BID NUMBER 633 New HVAC Modernization Channel Islands High School OXNARD UNION HIGH SCHOOL DISTRICT GENERAL CONDITIONS DOCUMENT 00 72 13-lvii keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the $\frac{20TH}{}$ day of $\frac{JANUARY}{}$, $20\frac{21}{}$.

FAST-TRACK CONSTRUCTION CORPORATION	GREAT AMERICAN INSURANCE COMPANY	17
Principal	Surety	
165111		<u> </u>
BY PYTHN PRADEBACH - PRESIDENT	By PHILIP E. VEGA, ATTORNEY-in-FAC	
(* χ, * * *	PHILIP E. VEGA	1 /-
	Name of California Agent of Surety	6,5
C. C.	534 E. BADILLO ST. COVINA, CA 91723	_(
	Address of California Agent of Surety	
	626-859-1000	11/21/20
	Telephone No. of California Agent of Surety	/

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

END OF DOCUMENT

BID NUMBER 633 New HVAC Modernization Channel Islands High School OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS
DOCUMENT 00 72 13-lix

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.			
State of California)				
County of Los Angeles)				
On JAIN 22, 2021 before me, Bobby	, P. Ragasa: Notary Public			
On JAN 22, 2021 before me, Bobby P Ragasa; Notary Public Here Insert Name and Title of the Officer				
personally appeared PYAN PURPERACH	-			
personally appeared	Name(s) of Signer(s)			
	, amojo, or organization			
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument.			
Oi Oi	certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct.			
BOBBY P. RAGASA Notary Public - California Los Angeles County	/ITNESS my hand and official seal.			
My Comm. Expires Feb 1, 2022	Signature of Notary Public			
Place Notary Seal Above				
Though this section is optional, completing this in	ONAL ————————————————————————————————————			
Description of Attached Document Title or Type of Document: PERFORMANCE Number of Pages: Signer(s) Other Than				
Capacity(ies) Claimed by Signer(s)				
Signer's Name:	Signer's Name:			
☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General			
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact			
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
Other:	Other:			
Signer Is Representing:	Signer Is Representing:			

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

FOUR

No. 0 20974

RNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

PHILIP E. VEGA KEVIN VEGA BRITTON CHRISTIANSEN MYRNA F. SMITH Address ALL OF COVINA, CALIFORNIA Limit of Power ALL

\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of FEBRUARY , 2020 .

Attest

My C.B.

Assistant Secretary

N/ 1/1/

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

Susar a Lohoust

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7TH day of

FEBRUARY

MARK VICARIO (877-377-2405)
2020 , before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

20th

day of

JANUARY

2021



Assistant Secretary

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Great American Insurance Company

of Cincinnati, Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 6th day of December, 1976, I have hereunto set my hand and caused my official seal to be affixed this 6th day of December, 1976.

Fee \$25.00

Wesley J. Kinder Insurance Commissioner

Rec. No. 112876

Filed 10/19/76

Ву

John J. Faber
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 15th day of February, 2013.

Dave Jones Insurance Commissioner

Ву

Pauline D'Andrea

A notary public or other officer completing this certificate document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
personally appeared PHILIP E. VEGA who proved to me on the basis of satisfactory e	/IN EDWARD VEGA, NOTARY PUBLIC Here Insert Name and Title of the Officer Name(s) of Signer(s) evidence to be the person(s) whose name(s) is/are
his/her/their authorized capacity(ies), and that by his or the entity upon behalf of which the person(s) acts	dged to me that he/she/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument.
KEVIN EDWARD VEGA Notary Public - California Los Angeles County	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal signature
Place Notary Seal Above	TONAL
Though this section is optional, completing this i	information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than	Document Date:
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited — General Individual — Attorney in Fact Trustee — Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited

ISSUED IN FOUR (4) ORIGINAL COUNTERPARTS

DOCUMENT 00 61 13.16

PAYMENT BOND Contractor's Labor & Material Bond (100% of Contract Price)

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

(11000)
KNOW ALL PERSONS BY THESE PRESENTS:
WHEREAS, the governing board ("Board") of the Oxnard Union High School District, ("District") and FAST-TRACK CONSTRUCTION CORPORATION, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:
NEW HVAC MODERNIZATION - CHANNEL ISLANDS HIGH SCHOOL
("Project" or "Contract") which Contract dated JANUARY 13TH , 2021, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.
NOW, THEREFORE, the Principal and GREAT AMERICAN INSURANCE COMPANY
("Surety") are
held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of NINETEEN MILLION ONE HUNDRED THOUSAND NO/100
Dollars (\$\frac{19,100,000.00}{\text{19,100,000.00}}\)), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.
The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs,

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the $\frac{20\text{TH}}{20}$ day of $\frac{\text{JANUARY}}{20}$, $20\frac{21}{20}$.

FAST-TRACK CONSTRUCTION CORPORATION	GREAT AMERICAN INSURANCE COMPANY
Principal	Surety
BY RYAN PROEPHOUT - PRESIDENT	By PHILIP E. VEGA, ATTORNEY-in-FACT
	PHILIP E. VEGA
	Name of California Agent of Surety
	534 E. BADILLO ST. COVINA, CA 91723
	Address of California Agent of Surety
	626-859-1000
	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
State of California)					
County of Los Angeles)					
On JAN 27, W21 before me, Bobby P Ragasa; Notary Public ,					
Date Here Insert Name and Title of the Officer					
personally appeared WAN WADERACH					
	Name(s) of Signer(s)				
who proved to me on the basis of satisfactory evsubscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/hor the entity upon behalf of which the person(s) acted	ged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s),				
of	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph true and correct.				
Notary Public – California Los Angeles County Commission # 2227298	TNESS my hand and official seal.				
	Signature of Notary Public				
Place Notary Seal Above					
Though this section is optional, completing this in fraudulent reattachment of this fo	formation can deter alteration of the document or				
Description of Attached Document Title or Type of Document: PAYMENT BOND Number of Pages: Signer(s) Other Than					
Capacity(ies) Claimed by Signer(s)					
Signer's Name: □ Corporate Officer — Title(s):	Signer's Name: ☐ Corporate Officer — Title(s):				
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General				
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact				
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:				
☐ Other: Signer Is Representing:	Other: Signer Is Representing:				

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET ● CINCINNATI, OHIO 45202 ● 513-369-5000 ● FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than

FOUR

No. 0 20974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

PHILIP E. VEGA KEVIN VEGA BRITTON CHRISTIANSEN MYRNA F. SMITH Address ALL OF COVINA, CALIFORNIA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

7TH day of FEBRUARY , 2020 .

Attest

Thy C.

Assistant Secretary

11/1 m/ 1/1/100

Divisional Senior Vice President

Susar a Lopoust

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7TH day of

FEBRUARY

MARK VICARIO (877-377-2405)
, 2020 , before me personally appeared MARK VICARIO, to me known,

GREAT AMERICAN INSURANCE COMPANY

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

20th

day of

JANUARY

2021



Assistant Secretary

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Great American Insurance Company

of Cincinnati, Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 6th day of December, 1976, I have hereunto set my hand and caused my official seal to be affixed this 6th day of December, 1976.

Fee \$25.00

Wesley J. Kinder Insurance Commissioner

Rec. No. 112876

Filed 10/19/76

By

John J. Faber Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 15th day of February, 2013.

Dave Jones Isurance Commissioner

By

Pauline D'Andrea

Pauline D'Andrea

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

WARRANA WA	
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California) County of LOS ANGELES) On JAN 2 () 2021 before me, KI Date personally appeared PHILIP E. VEGA	EVIN EDWARD VEGA, NOTARY PUBLIC Here Insert Name and Title of the Officer Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are reledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), cted, executed the instrument.
KEVIN EDWARD VEGA Notary Public - California Los Angeles County Commission # 2326181 My Comm. Expires Apr 29, 2024	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal Signature Signature of Notary Public
	PTIONAL s information can deter alteration of the document or
fraudulent reattachment of thi	is form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Th	Document Date:an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:

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DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and

Fast-Track Construction Con	rporation	("Contractor" or "Bidder").
Labor Code section 3700, in	relevant part, provides:	
Every employer exce of the following ways		the payment of compensation in one or more
a. By being insu authorized to	red against liability to pay write compensation insu	compensation by one or more insurers duly rance in this state; and/or
insure, which Industrial Rel	n may be given upon furi	rial Relations a certificate of consent to self- nishing proof satisfactory to the Director of sure and to pay any compensation that may
be insured against liability for	or workers' compensation code, and I will comply v	abor Code which require every employer to or to undertake self- insurance in accordance with such provisions before commencing the
Date:	1-18-2021	
Signature:	14/1/	
Print Name:	Ryan Radebach	
Title:	President	
(In accordance with Labor and filed with the awarding	Code sections 1860 and body prior to performing	1861, the above certificate must be signed any Work under this Contract.)
	END OF DOCU	IMENT

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

Project/Contract between the	Oxnard Union High School District	("District") and
Fast-Track Construction Corp	poration	("Contractor" or "Bidder").
regarding prevailing wages, apprentice and trainee emplo	nform to the State of California Pubenefits, on-site audits with 48-hopyment requirements, for all Work bliance monitoring and enforcemen	ours' notice, payroll records, and c on the above Project including,
Date:	1-18-2021	
Signature:	Ty /the	
Print Name:	Ryan Radebach	
Title:	President	

END OF DOCUMENT

DOCUMENT 00 45 46.02

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: 633	_between	the Oxnard	Union H	igh Sc	hool
District ("District") and Fast-Track Construction Corpora	ation				
("Contractor" or "Bidder") ("Contract" or "Project").					

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. This form must be provided to the District no later than four (4) calendar days after bid opening.

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. □ Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
B. □ Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this
C. □ NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	form and the Certification
D. Inable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

^{*} A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
A.	
В.	
C.	
D.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any			*
2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSear ch/supplier-search.aspx	(916) 375- 4940		*
3. DVBE Organization (List)			*

^{*}Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	0112011		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
"See attached"			

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE	THEN			AND	
was selected to participate	Check "YES" in	the		include a copy of their DVBE	
	"SELECTED" co	olumn		letter(s) from	
was NOT selected to	Check "NO" in	the		state why in the "REASON	
participate	"SELECTED" co	olumn		NOT SELECTE	D" column
did not respond to your	Check the "NO	RESPO	NSE"		
solicitation	column.			8	
DVBE CONTACTED		SELEC	TED	REASON	NO
				NOT	RESPONSE
	L			SELECTED	
		YES	NO		
"See attached"					

A copy of this form must be retained by you and may be subject to a future audit.

Addendum #1

CERTIFICATION

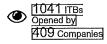
I, Ryan Radebach	, certify that I am the bidder's Presi	dent	$_{\mathtt{a}}$ and
herein. In making this certific	effort to ascertain the facts with regard to the represe cation, I am aware of section 12650 et seq. of the Gov	ntations r	
providing for the imposition of	of treble damages for making false claims.		
Date:	1-18-2021		
Proper Name of Contractor:	Fast-Track Construction Corporation		
Signature:	Ny / 1/2		
Print Name:	Ryan Radebach		
Title:	President		

END OF DOCUMENT

Dashboard / New HVAC Modernization For Channel Islands HS (Oxnard, CA) ARCHIVED Project Reports

Vendor Engagement Overview









Reviewing: 27

Bidding: 3

34 Not Bidding: 34

Bids Submitted: 1

Bidder/Contact List

Plan Room Activity

M.W.B.E. List

Message History

M.W.B.E. Bidders by Classification

M.W.B.E.--Acoustical Contractors (5)

Company	Phone	Last View
Creative Ceiling Solutions	562-941-4177	10/26/20
R. E. Drywall Contracting Inc.	626-336-9629	10/26/20
Coustic-Glo	800-268-7842	10/26/20
Cali USA Acoustics, Inc.	805-376-9300	10/26/20

M.W.B.E.--Alarm Systems (1)

Company	Phone	Last View
and the second of the second o		
A-1 Steel Fence Co., Inc.	562-693-4853	10/26/20

M.W.B.E.--Asbestos Removal (9)

Company	Phone	Last View
Allen, R.J., Inc.	714-539-1022	Not Messaged
Interior Demolition Inc.	818-249-4932	10/26/20
National Demolition Contractors	310-732-1991	10/26/20
Best Demolition & Recycling Co., Inc. Perez Disposal Co., Inc.	818-366-3500	Not Messaged
Quality Environmental, Inc.	562-941-1434	10/26/20
Westcor Environmental, Inc.	562-677-3990	10/26/20

M.W.B.E.--Carpentry-Millwork-Cabinetry-Etc. (3)

Company	Phone	Last View
RT Framing Corporation	805-496-3985	10/26/20
J&C Cabinets	213-908-0195	10/26/20
M2 Woodcraft, Inc.	626-644-1481	10/26/20

M.W.B.E.--Concrete Contractors (9)

Company	Phone	Last View
Allen, R.J., Inc.	714-539-1022	Not Messaged
J & H Engineering	10 (A)	10/26/20
Padilla Paving Co., Inc.	661-510-2869	10/26/20
S & A Concrete, Inc.	626-693-4706	10/26/20
CCU Demolition Inc.	661-695-5788	10/26/20
Sahara Construction Co., Inc.	661-695-5788	10/26/20
Fehoko Concrete Inc.	323-540-9499	10/26/20
All Concrete Related Service	562-331-6311	10/26/20
Martinez, Jonathan, Construction, Inc.	424-702-5076	10/26/20

M.W.B.E.--Drywall Contractors (4)

Company	Phone	Last View	
R. E. Drywall Contracting Inc.	626-336-9629	10/26/20	
CS Drywall, Inc.	909-593-5299	10/26/20	1

to a contract the second of the contract of th

M.W.B.E.--Electrical Contractors (20)

: Company	Phone	Last View
Mireles Electric	909-593-5299	10/26/20
Ozuna Electric Co., Inc.	626-339-8026	10/26/20
G & C Industrial Electric	714-862-5093	10/26/20
FCI Management, Inc.	562-719-9300	10/26/20
Carob Valley Electric, Inc.	562-907-2105	10/26/20
Pacific Energy Construction Corp.	818-700-5300	10/26/20
Pde Total Energy Solutions	562-204-3550	10/26/20
AR Electric, Inc.	626-331-6111	10/26/20
Foddrill Construction Corp.	909-591-4095	10/26/20
Lead Builders, Inc.	805-498-9903	10/26/20
Pro-Cal Lighting, Inc.	760-696-5580	10/26/20
JRG Electric, Inc.	877-868-8802	10/26/20
Servitek Electric, Inc.	626-227-1650	10/26/20
Bravi Electric, Inc.	562-321-2171	10/26/20
Tektron Electrical Services	310-365-6039	10/26/20
Mederos Electrico, Inc.	626-533-0232	10/26/20
Siege Electric, Inc.	619-631-7471	10/26/20
Electric For You	310-627-7582	10/26/20
Ron's Electric	818-447-8049	10/26/20
M.W.B.EEnvironmental Services (1)		
Company	Phone	Last View
Air Management Industries	909-945-0041	10/26/20
M.W.B.EExcavating Contractors (3)		
Company	Phone	Last View
Central Reclamation	909-945-0041	10/26/20
Ground Breakers Construction Inc.	661-248-6490	10/26/20
L & S Construction	661-944-0088	10/26/20
M.W.B.EFence Contractors (2)		
Company	Phone	Last View
A-1 Steel Fence Co., Inc.	562-693-4853	10/26/20
	:	
M.W.B.EFire Protection Equip. & Systems (1)		
Company	Phone	Last View
A-1 Steel Fence Co., Inc.	562-693-4853	10/26/20
	4	

Company	Phone	Last View
Dura Flooring Inc.	562-693-4853	10/26/20
Pacific Floor Co., Inc.	818-775-0438	10/26/20
JJJ Floor Covering, Inc.	818-775-0438	10/26/20
Ridan Flooring	818-775-0438	10/26/20
Floor Masters	562-325-0190	10/26/20
HWD F. Olera & Clarks Control (C)		German Marken (m. 1171), 1178, 1178, 1178, 1179,
M.W.B.EGlass & Glazing Contractors (6)		
Company	Phone	Last View
. Hale Glass	714-572-5070	10/26/20
Glass Etc. California	818-705-9878	10/26/20
Glass Door Depot	310-657-0076	10/26/20
Mario's Glass & Mirrors, Inc.	323-888-1035	10/26/20
Summit Glass	562-246-5415	10/26/20
M.W.B.EH.V.A.C. Contractors (9)		THE
Company	Phone	Last View
Lumas Air, Inc.	562-246-5415	10/26/20
Air Management Industries	909-945-0041	10/26/20
Liberty Climate Control, Inc.	626-575-3131	10/26/20
Precision Air Balance Co. Inc.	800-339-3796	10/26/20
BP Air, Inc.	626-480-1811	10/26/20
A & R Telecom, Inc.	562-531-1785	10/26/20
Vortechs Air	562-577-2675	10/26/20
		en en la recommendation de la company de la
M.W.B.EIronwork-Railings-Stairs-Etc. (1)		
Company	Phone	Last View
A-1 Steel Fence Co., Inc.	562-693-4853	10/26/20
M.W.B.ELandscape Construction (1)		and the second and th
Company	Phone	Last View
Above & Beyond Tree Service, Inc.	818-719-9826	10/26/20
	And the second of the second o	
M.W.B.EMason Contractors (1)		
Company	Phone	Last View
Fehoko Concrete Inc.	323-540-9499	10/26/20
M.W.B.EPainting Contractors (10)		

·= 1-/

Company	Phone	Last View
Gayton Painting	626-963-2173	10/26/20
Best Choice Painting, Inc.	213-387-9308	10/26/20
California Pro Painting, Inc.	805-922-3706	10/26/20
SKY Painting, Inc.	213-674-7334	10/26/20
Bielski Services, Inc.	800-243-5754	10/26/20
Cory & Jeff Rodgers Painting	818-631-0729	10/26/20
Brio Painting & Wallcovering	562-650-9816	10/26/20
PCH Painting & Design	310-867-4343	10/26/20
Rodin Group, Inc., The	818-358-3427	10/26/20
M.W.B.EPaving & Road Construction (1)		
Company	Phone	Last View
Padilla Paving Co., Inc.	661-510-2869	10/26/20
r adma r aving 60, inc.		10/20/20
M.W.B.EPlumbing-Heating-Piping (6)		
Company	Phone	· Last View
J.D.M. Plumbing Specialist	805-658-8668	10/26/20
Suttles Plumbing & Mechanical Corp.	818-718-9779	10/26/20
Catbird Plumbing & Construction, Inc.	626-862-4347	10/26/20
RS Plumbing Solutions Inc.	866-509-7187	10/26/20
Century Plumbing 1 & 2, Inc.	818-996-6699	10/26/20
Alabout Plumbing J & C Inc.	714-767-3668	10/26/20
M.W.B.ESheet Metal Contractors (3)		
Company	Phone	Last View
Lumas Air, Inc.	714-767-3668	10/26/20
Air Management Industries	909-945-0041	10/26/20
Precision Air Balance Co. Inc.	800-339-3796	10/26/20
M.W.B.ESigns (6)		
Company	Phone	Last View
B & H Signs	626-359-6643	10/26/20
Berloc Sign Co.	818-408-0550	10/26/20
Sign Image, Inc.	818-772-1393	10/26/20
1st Sign Co.	626-336-1616	10/26/20
Mpressions	714-236-2121	10/26/20
H & F Constructors	323-345-3655	10/26/20
	•••	

Company	Phone	Last View
Century Plumbing 1 & 2, Inc.	818-996-6699	10/26/20
Alabout Plumbing J & C Inc.	714-767-3668	10/26/20
M.W.B.EWaterproofing Contractors (1)		
Company	Phone	Last View
Bielski Services, Inc.	800-243-5754	10/26/20
M.W.B.EDemolition Contractors (13)	Y	
Company	Phone	Last View
Allen, R.J., Inc.	714-539-1022	Not Messaged
Interior Demolition Inc.	818-249-4932	10/26/20
Thomas Demolition	310-532-0097	10/26/20
J & H Engineering		10/26/20
Above & Beyond Tree Service, Inc.	818-719-9826	10/26/20
Central Reclamation	818-719-9826	10/26/20
National Demolition Contractors	310-732-1991	10/26/20
Best Demolition & Recycling Co., Inc. Perez Disposal Co., Inc.	818-366-3500	Not Messaged
Quality Environmental, Inc.	562-941-1434	10/26/20
L & S Construction	661-944-0088	10/26/20
Pena Construction Services	818-426-0504	10/26/20
G & F Concrete Cutting, Inc.	562-229-0227	10/26/20
M.W.B.EAir Duct Cleaning (1)		
Company	Phone	Last View
Allen, R.J., Inc.	714-539-1022	Not Messaged
M.W.B.EAccess Control (1)	Acceptable for the second seco	
Company	Phone	Last View
A-1 Steel Fence Co., Inc.	562-693-4853	10/26/20

email addresses above are considered confidential information. Confidential information must not be disclosed, disseminated, distributed or otherwise be used oth 1 the original intent as referred to in the "Terms of Use" policy.

DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

Project/Contract between the Oxnard Union High School District	("District") and
Fast-Track Construction Corporation	("Contractor" or "Bidder").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor 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:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. The availability of drug counseling, rehabilitation, and employee- assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 1-18-2021

Signature: Ryan Radebach

Title: President

END OF DOCUMENT

DOCUMENT 00 45 46.04

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Project/Contract between the	e Oxnard Union High School Distric	t ("District") and
Fast-Track Construction Co	rporation	_ ("Contractor" or "Bidder").
This Tobacco-Free Environme	ent Certification form is required fr	om the successful Bidder.
& Safety Code section 10435 District Board policies, all Dis Smoking and the use of tob District property includes so owned by others while on D electronic smoking device the use of any oral smoking designed.	on, 20 U.S.C. section 6083, Labor 650 et seq., Business and Professions strict sites, including the Project site acco products by all persons is prohool buildings, school grounds, school buildings, school grounds, school strict property. The prohibition on at creates an aerosol or vapor, in an evice for the purpose of circumversafety Code section	s Code section 22950 et seq., and e, are tobacco- free environments. whibited on or in District property. In a color owned vehicles and vehicles are smoking includes the use of any manner or in any form, and the enting the prohibition of tobacco
District sites, including the F of that policy and not permi	vare of the District's policy regard Project site and hereby certify that It any of my firm's employees, age or agents, to use tobacco and/or sm	I will adhere to the requirements ents, subcontractors, or my firm's
Date:	1-18-2021	
Signature:	14/1/	
Print Name:	Ryan Radebach	
Title:	President	
	END OF DOCUMENT	

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION

Project/Contract between the Oxnard Union High School District ("District") and

	Fast-Track Construction	on Corporation	("Contractor"	or		
	"Bidder").					
1.	polychlorinated biphen Protection Agency or for material defined as bei Hazardous Material"),	certifies that no asbestos, or asbestyl (PCB), or any material listed by the fed ederal or state health agencies as a hazar ng hazardous under federal or state laws, shall be furnished, installed, or incorpols, devices, clothing, or equipment use he Project for District.	eral or state Environmen dous material, or any otl rules, or regulations, ("N orated in any way into t	ntal her lew the		
2.		tifies that it has instructed its employees hazards, risks, and liabilities.	with respect to the above	ve-		
3.	Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.					
4.	Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.					
5.	All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.					
6.	Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.					
Date:		1-18-2021				
Signat	ure:	1/y/The				
Print N	lame:	Ryan Radebach				
Title:		President				
		END OF DOCUMENT				

END OF DOCUMENT

DOCUMENT 00 45 46.08

<u>CRIMINAL BACKGROUND INVESTIGATION</u> <u>/FINGERPRINTING CERTIFICATION</u>

Pro	ject/Contract between the	Oxnard Union High School District	: ("District") and				
_Fa	ast-Track Construction Corp	ooration	_ ("Contractor" or "Bidder").				
Th	e undersigned does hereby	certify to the governing board of t	the District as follows:				
far	at I am a representative of niliar with the facts herein tificate on behalf of Contra	the Contractor currently under concertified; and that I am authorize ctor.	ntract with the District; that I am zed and qualified to execute this				
Co	ntractor certifies that it han struction Project that is th	as taken at least one of the follo e subject of the Contract (check a	wing actions with respect to the II that apply):				
	The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.						
Y	The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or						
	have the above-named e	on Code section 45125.1(k). No	ne above option, Contractor must and submitted by the District, in work shall commence until such				
Su	bcontractors, and employ	for background clearance exte vees of Subcontractors coming i re designated as employees or act	ends to all of its employees, into contact with District pupils ing as independent contractors of				
Da	ite:	1-18-2021					
Si	gnature:	1/2/1/2-					
Pr	int Name:	Ryan Radebach					
Tit	de:	President					

BID NUMBER 633 New HVAC Modernization Channel Islands High School OXNARD UNION HIGH SCHOOL DISTRICT GENERAL CONDITIONS DOCUMENT 00 72 13-xli Addendum #1 Attachment A

DOCUMENT 00 45 49

REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name:	Tarlton and Sons Inc
DIR Registration #:	1000004368
Portion of Work:	Gypsum Wallboard; Plaster
Subcontractor Name:	JF and Son, Inc.
DIR Registration #:	1000012197
Portion of Work:	Wood Framing
Subcontractor Name:	Troy's Ornamental Iron Craft, Inc.
DIR Registration #:	1000412581
	Metal Fabrications
	Norcal Concrete Inc DBA One Pro Concrete Inc
DIR Registration #:	
	Structural & Site Concrete
Subcontractor Name:	
DIR Registration #:	1000001523
Portion of Work:	Roofing

Addendum #1 Attachment A

Subcontractor Name: ECO Energy Solutions Inc DBA High Volt Electric DIR Registration #: 1000003822 Portion of Work: Electrical; Low Voltage; Fire Alarm **Subcontractor Name:** Anchor Plumbing Heating & HVAC Inc DIR Registration #: _____ Portion of Work: Plumbing; Site Gas Subcontractor Name: Superior Air Inc DIR Registration #: <u>1000040104</u> Portion of Work: HVAC **Subcontractor Name:** Huntington Glazing Inc DIR Registration #: 1000006329 Portion of Work: Windows & Glazing Subcontractor Name: _______ Floor Covering Inc DIR Registration #: 1000003812 Portion of Work: Flooring Subcontractor Name: JM Construction Services DBA JM Painting Sevices DIR Registration #: 1000576451 Portion of Work: ___Painting Subcontractor Name: Resource Environmental DIR Registration #: ____ Portion of Work: Abatement; Selective Demolition 1-18-2021 Date: Fast-Track Construction Corporation Name of Contractor: Signature: Ryan Radebach Print Name: President Title: END OF DOCUMENT

BID NUMBER 633 New HVAC Modernization Channel Islands High School OXNARD UNION HIGH SCHOOL DISTRICT
GENERAL CONDITIONS
DOCUMENT 00 72 13-xliii

Subcontractor Name: _S	Southcoast Acoustical Interiors
DIR Registration #: _	1000377799
Portion of Work: _	Acoustical Ceiling
	<u> </u>
DIR Registration #: _	
Portion of Work: _	
Subcontractor Name: _	·
DIR Registration #:_	
Portion of Work: _	
Subcontractor Name: _	
DIR Registration #:_	
Portion of Work: _	
Subcontractor Name: _	
DIR Registration #:_	
Portion of Work: _	
Subcontractor Name: _	
DIR Registration $\#$:	
Portion of Work: _	
Subcontractor Name: _	
DIR Registration #:_	
Portion of Work: _	
Date:	1-18-2021
Name of Contractor:	Fast-Track Construction Corporation
Signature:	They I M
Print Name:	Ryan Radebach
Title:	President END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2021

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 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)

tino contineate acce not come, rights to the contineate notice, in near					
PRODUCER	CONTACT NAME:				
Fusco & Orsini Insurance Services, Inc.	PHONE (A/C, No, Ext): (858) 384-1506 FAX (A/C, No): (8	300) 209-9298			
5095 Murphy Canyon Road, Suite 200 San Diego, CA 92123	E-MAIL ADDRESS: service@foagency.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Mt Hawley Insurance Company	37974			
INSURED	INSURER B : California Auto Ins. Co.	38342			
Fast-Track Construction Corporation Dba Fast-Track	INSURER C: Insurance Co. of The West	27847			
Construction 5711 W Slauson Ave., Ste 170	INSURER D: Westchester Surplus Lines Ins	10172			
Culver City, CA 90230	INSURER E :				
	INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
	AT THE POLICIES OF INCHDANCE LISTED BELOWILL	WE DEEN ICCUED TO THE INCUEED NAMED ABOVE FOR THE DOLLO

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.

		DSIONS AND CONDITIONS OF SUCH	ADDL							
INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	х	Х	MGL0192736	7/31/2020	7/31/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
			\ \`	`				MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
1	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:		İ					\$	
В	AU	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Х	ANY AUTO	х	х	BA040000007994	7/24/2020	7/24/2021	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							1		\$	
Α	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
		EXCESS LIAB CLAIMS-MADE	Х	Х	MXL0431256	7/31/2020	7/31/2021	AGGREGATE	\$	2,000,000
		DED RETENTION\$	1						\$	
С	wo	RKERS COMPENSATION						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N		Х	WSD504580802	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	\$	1,000,000
	OFF (Ma	ICER/MEMBER EXCLUDED? Indatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If ye	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D		llution Liability			G28381621001	2/8/2021	2/8/2023	Aggregate		2,000,000
									1	
			<u></u>	<u> </u>		1		1	L	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1400 Raiders Way - Oxnard CA 93033
REVISED ON 1/28/21, TO INCREASE UMBRELLA LIMITS TO \$2,000,000 AND ADD PROFESSIONAL LIABILITY POLICY- SUPERCEDES ALL OTHERS Oxnard Union High School District, Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) are named additional insureds per endorsement per endorsement CG 20101 0815 on general liability and per MCA 8510 0817 CA on auto liability (auto waiver and primary wording applies per same). Primary wording and waivers of subrogation apply per CG 2001 0413, CG 2404 0509 and WC 990634. Excess follows form.

CER	TIFIC	ATE	HOLI	DER
	LILIO	M 1 I	поы	

CANCELLATION

Oxnard Union High School District 309 South K St, Building G Oxnard, CA 93030

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

amle Qui

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)	Location(s) Of Covered Operations
All persons or organizations where required by written contract executed prior to the commencement of your work.	All Locations
nformation required to complete this Schedule, if not sho	own 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 by:
 - 1. Your negligence; or
 - 2. The negligence 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

- 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

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

The most we will pay on behalf of the additional insured is:

- 1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; 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.

Mt. Hawley Insurance Company

Policy Number: MGL0192736

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

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

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated 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.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following: This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

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

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to
the extent required of you by a written contract executed prior to any "accident" or
"loss", provided that the "accident" or "loss" arises out of the operations
contemplated by such contract. The waiver applies only to the person or
organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
 - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Mt. Hawley Insurance Company

Policy Number: MGL0192736

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be otherwise due.

 ${\bf 3}\ \%$ of the total California Workers' Compensation premium

Schedule

Person or Organization
ANY PERSON OR
ORGANIZATION WHEN
REQUIRED BY WRITTEN
CONTRACT

Job Description
ALL CALIFORNIA
OPERATIONS

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 01/01/2021 Policy No. WSD 5045808 02

Endorsement No.

Insured FAST-TRACK CONSTRUCTION

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By_____

WC 99 06 34 (Ed. 8-00)