

# Los Angeles Unified School District

## Procurement Services Division

ALBERTO M. CARVALHO  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent*



JANICE SAWYER  
*Interim Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

March 7, 2022

E-MAIL: [karla@parsarvin.com](mailto:karla@parsarvin.com)

### PARS ARVIN CONSTRUCTION, INC.

6119 Tampa Ave.  
Tarzana, CA 91335

### NOTICE OF AWARD

**RFQ / Contract No:** R-22012 / 2230009  
**SAP Contract No.:** 4400010339  
**Project:** JOB ORDER CONTRACTING  
**Project Description:** GENERAL CONTRACTING SERVICES (PSA)  
**Contract Amount:** \$500,000 (BID ADJUSTMENT FACTOR 1.2813)  
**Contract Duration:** 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **March 4, 2022** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

Upon notification from the Reprographic Archive Unit, the contract documents (sealed set of specifications and Construction Task Catalog (CTC)) will be ready for pickup from LAUSD Headquarters. Once you receive a call from the Reprographics Unit, you must pick them up promptly.

The Gordian Group will be contacting you shortly to provide training and access in the eGordian© web-based application used in the JOC Program. If you have any questions regarding this eGordian application, please contact Farhan Karimi at (310) 228-0082.

If you should have any questions regarding award of contract, please send email to [ronnie.bossier@lausd.net](mailto:ronnie.bossier@lausd.net).

Sincerely,

**Ronnie Bossier**

Digitally signed by Ronnie Bossier  
DN: cn=Ronnie Bossier, o=PSD-Facilities Contracts, ou=Los Angeles  
Unified School District, email=ronnie.bossier@lausd.net, c=US  
Date: 2022.03.07 08:18:41 -08'00'

Ronnie Bossier  
Contract Administration Analyst

J. Reece  
B. White  
S. Boehm, PEX  
K. Kennedy, PEX

C. Pettus, Prequal  
Alliant (OCIP)  
R. Lim, FPPS  
R. White, PSA

B. Rios, A/P  
E. Tran, PSA  
M. Velasquez, Union

# Los Angeles Unified School District

## Procurement Services Division

ALBERTO M. CARVALHO  
Superintendent

MEGAN K. REILLY  
Deputy Superintendent



JANICE SAWYER  
Interim Business Manager

JUDITH REECE  
Chief Procurement Officer

February 22, 2022

Email: [karla@parsarvin.com](mailto:karla@parsarvin.com)

**PARS ARVIN CONSTRUCTION, INC.**  
6119 Tampa Ave.  
Tarzana, CA 91335

### NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

**RFQ / Contract No.** R-22012 / 2230009  
**Project:** JOB ORDER CONTRACT  
**Project Description:** GENERAL CONTRACTING SERVICES (PSA)  
**Contract Amount:** \$500,000 (BID ADJUSTMENT FACTOR 1.2813)  
**Contract Duration:** 365 Calendar Days

This is your notice that you were determined to be one of the qualified and prequalified bidders for the above-referenced project. It is the District's intent to award the contract provided that you comply with all further requirements. This notice **IS NOT AN AWARD OF THE CONTRACT**.

Upon notification from the Reprographic Archive Unit, the contract documents (sealed set of specifications and Construction Task Catalog (CTC)) will be ready for pick-up. Once you receive a call from the Reprographics Unit, you must pick them up promptly from indicated location.

Within **five (5)** business days of this notice, by March 1, 2022, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to [ronnie.bossier@lausd.net](mailto:ronnie.bossier@lausd.net), and hard copies delivered via express courier of your choice to 8525 Rex Road, Pico Rivera, CA 90660, ATTN: RONNIE BOSSIER, the documents indicated below:

**PLEASE EXECUTE AND RETURN ALL DOCUMENTS RECEIVED. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF YOUR BID BOND.**

### NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

- ✓ 1. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.

- ✓ 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
- ✓ Workers' Compensation ✓
- ✓ Comprehensive General Liability ✓
- ✓ Automobile Liability (Owned, hired, and non-owned) ✓
- ✓ Pollution Liability (includes Asbestos/Lead Abatement) endorsement *N/A*

**ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED**

**CONTRACTORS):**

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Alliant Insurance Services at 866-394-7937, or via email at [alliantwrapX@alliant.com](mailto:alliantwrapX@alliant.com). **IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.** Note: All enrollments are to be completed on-line. Access will be granted once Alliant has been notified of your awarded contract.
- **The current Insurance Manual is available from the LAUSD Facilities website at:** [http://www.laschools.org/fcs/cc/pq/file-storage/?folder\\_id=1045824](http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824)
  - **Requirements of an ENROLLED CONTRACTOR:** An OCIP enrollment packet will be sent to you by Alliant. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
  - **Requirements of an EXCLUDED CONTRACTOR:** As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at ALLIANT Insurance Services to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

**PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:**

- **Required from All contractors:** An original Certificate of Liability Insurance, executed by an authorized insurer. **Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
  - **General Liability**, including bodily injury and property damage
  - **Automobile Liability** (Owned, hired, and non-owned)
  - **Workers' Compensation & Employer's Liability Insurance**
  - **Contractor's Pollution Liability (CPL) - Excluded Contractors**
- **Enrolled Contractors** must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for **Off-Site activities** and Automotive Liability Insurance for both **On-Site and Off-Site** activities as specified in the contract. Prime contractors must provide their Certificate of Insurance to Alliant upon enrollment. The certificates can be uploaded into WrapX or emailed: [alliantwrapX@alliant.com](mailto:alliantwrapX@alliant.com)
- **Excluded Contractors** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities **including both On-Site and Off-Site** activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Alliant, upload into WrapX or emailed: [alliantwrapX@alliant.com](mailto:alliantwrapX@alliant.com)

- ✓ 4. A signed **Letter of Assent** (Attachment A to the Project Stabilization Agreement (PSA)). A **Letter of Assent must be executed and submitted by the prime contractor and all listed**

subcontractors to both Facilities Construction Contracts and Labor Compliance Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. Facilities Construction Contracts will NOT award any contract until ALL Letter(s) of Assent for the Prime Contractor and the listed subcontractors have been received. See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).

✓ 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.

✓ 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on 02.24.2022, at Tarzana, California  
Date City

  
\_\_\_\_\_  
Signature of Authorized Officer

Shahriar Rostami  
Print Name

CEO / President  
Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to [ronnie.bossier@lausd.net](mailto:ronnie.bossier@lausd.net).

Sincerely,

**Ronnie J. Bossier** Digitally signed by Ronnie J. Bossier  
Date: 2022.02.22 09:56:55 -08'00'

Ronnie Bossier  
Contract Administration Analyst

c: Alliant Insurance Services  
Inspection Section  
File



**BID AND ACCEPTANCE FORM**Bidder Name: **PARS ARVIN CONSTRUCTION, INC****1.01 BID SUBMISSION INSTRUCTIONS**

- A. Submit this form along with the Required Bid Forms as outlined on Section 00 2113 and Section 00 4113, "sealed" in an envelope showing (1) Bidder's State Contractor License Name, (2) the RFQ Number, (3) Description of the Work [i.e. Job Order Contract – General Contracting Services] and (4) the Bid Opening Date and Time; and deposit the sealed bid at the location below. **E-mail submittals will be accepted in addition to hard copy being delivered to the address below by the bid due date.**

**Los Angeles Unified School District (LAUSD/District)  
Procurement Services Division - Job Order Contracting (JOC) Unit  
8525 Rex Road  
Pico Rivera, CA 90660**

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

**1.02 BID DUE DATE: No later than 3:00 PM February 9, 2022****1.03 PROJECT IDENTIFICATION:**

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for **JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-22012 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

**1.04 Bidder acknowledges the following Addendum:**

Number Number Number Number Number Number Number Number Number Number Number Number

**01 02**

**1.05 BID ADJUSTMENT FACTOR(S)**

- A. Adjustment Factor. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. Base Period (12 months from Notice of Contract award or expenditure of the **\$500,000** Maximum Contract Value, whichever occurs first)

Adjustment Factor - Unit work requirements to be performed for all Work Hours (Weekdays, Weekends and Holidays), for Projects as ordered by the OWNER in individual Job Orders against the contract.

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Utilize four decimal places. Use conventional rounding.

1.06 Cost of Non Pre-Priced Task

Non Pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of Non Pre-priced tasks shall include, but not be limited to, the following:

1. Complete Specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
2. Work schedule.
3. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by LAUSD, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed Unit Price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced task.
4. The final price submitted for Non Pre-priced tasks shall be according to the following formula:

$$\text{COST OF NON PRE-PRICED TASK} = A + B + C + D$$

Contractor Performed Duties

A = Direct labor cost and fringe benefits per prevailing wage rates

B = Direct material costs (supported by quotes)

C = Direct equipment costs (supported by equipment amortization data)

D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task = (A + B + C) x 10%

Subcontractor Performed Duties

E = Cost of Subcontractors to Contractor (supported by quotes)

Total Cost of Non Pre-Priced Task = E x 10%

5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.

- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.08 BASIS OF AWARD OF CONTRACT:

- A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.
- B. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Article 1 - Scope of Work**

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with this Contract.

**Article 2 - Time for Completion**

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The Base Period of the Contract shall be 365 calendar days or the expenditure of the Maximum Contract Value whichever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

1.09 TIME IS OF THE ESSENCE.

**Article 3 - Hold Harmless, Defense and Indemnification**

To the fullest extent permitted by law, the CONTRACTOR, even if it is without fault itself, shall indemnify, defend and hold harmless the OWNER, the Board, the OCIP Administrator, and its and their respective officers, employees, program administrators, representatives, agents and consultants, from every liability, claim, loss, cause of action, action, demand, penalty, cost, expense (including without limitation, attorneys' fees) related to or arising from:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

**Article 4 - Insurance**

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

**Article 5 - Bonding**

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Value and contain the terms and conditions required by Articles 5.17 through 5.18 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

**Article 6 - Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**Article 7 - Vendor COVID-19 Vaccination Requirement**

Effective November 15, 2021, all vendors who may visit any District school site or facility and/or who may come into contact with District students or staff must be fully vaccinated against COVID-19. For purposes of this requirement, the term "vendors" refers to employees/hired staff, agents, contractors, partners, subcontractors, and representatives of the District's vendors and contractors. Prior to providing any such services on or after November 15, 2021, Contractor must certify compliance in the Supplier Portal at <https://vendors.lausd.net/irj/portal>. Additional information is available at <https://achieve.lausd.net/Page/3904>.

BID DATE: **FEBRUARY 9th,** \_\_\_\_\_, 20 **22**

By **PARS ARVIN CONSTRUCTION, INC**  
(Firm Name as it appears on Contractor's State License)

(CORPORATE SEAL)

**SHAHRIAR ROSTAMI**

(Signature of authorized person to sign bid)

Business Address: **6119 TAMPA AVE TARZANA**  
**CA, 91335**

Contractor License No.: **804404**

Phone No. **(818)591-0922**

Fax No. **(818)591-0923**

**FOR PROCUREMENT USE ONLY**

Contract Number

2230009☐  
☐with Plans  
with Specs

## 1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and

PARS ARVIN CONSTRUCTION, INC.,

*{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts}*

, a CORPORATION

*{sole ownership, partnership, corporation, joint venture, or other}*

This Contract is for the purpose of constructing that Project identified as **JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-22012) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE)**. CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

**Article 8 - Contract Value**

The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Five Hundred Thousand Dollars (\$500,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The initial term of the Contract is one year or the expenditure of the initial Maximum Contract Value, whichever occurs first. Upon mutual consent the initial maximum value may be increased to the maximum legal value at any time. Upon mutual consent, the Contract may be extended for two option periods of 12 months each and additional Maximum Contract Value not to exceed ten million dollars (\$10,000,000) over three years. Contract Adjustment Factors shall be adjusted annually on the anniversary of the bid due date, based on the California Consumer Price Index (CCPI).

It is understood and agreed that all applicable taxes are included in the Contract Value and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on \_\_\_\_\_, 20\_\_\_\_ at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

By: \_\_\_\_\_  
Chief Procurement Officer or Designee

**BLUE INK SIGNATURE REQUESTED**  
**FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM**  
**SHALL RENDER THE BID NON-RESPONSIVE**  
**END OF DOCUMENT**



## DOCUMENT 00 4313

## BID SECURITY FORM

Bond Number NAUnited States Fire Insurance Company

Surety

Pars Arvin Construction Inc.

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES ..... OWNER/Obligee

TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)..... Amount of Bond

**Project Description: JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES (R-22012)****Bid Due Date: 02/09/2022**

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this 1st day of February 20 22

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Pars Arvin Construction Inc.

BIDDER

State of \_\_\_\_\_

SS

County of \_\_\_\_\_

By (signed) \_\_\_\_\_

Signature of Authorized Person

On \_\_\_\_\_, before me,

Title President

\_\_\_\_\_, a Notary Public

United States Fire Insurance Company

SURETY

By (signed) Cynthia J. Young

Signature of Attorney-In-Fact

Cynthia J. Young  
Attorney-In-Fact

Personally appeared \_\_\_\_\_  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Seal)

Address 305 Madison AvenueCity, State Morristown, NJ 07960Telephone 973-490-6600

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive]

END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

FEB 01 2022

SS.

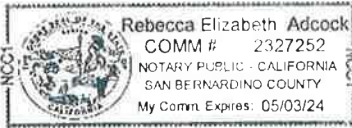
On \_\_\_\_\_ before me, Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer

Title \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 07812

## Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the  
laws of Delaware, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the 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 31st  
day of December, 2003, I have hereunto  
set my hand and caused my official seal to be affixed this  
31st day of December, 2003.



By

John Garamendi  
Insurance Commissioner

Victoria S. Sidbury  
for Ida Zodrow, Deputy  
Asst. Chief Deputy

### NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

03131431020

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Cynthia Russell, Melissa D. Schwartz*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

**UNITED STATES FIRE INSURANCE COMPANY**



*Anthony R. Slimowicz*

\_\_\_\_\_  
Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

\_\_\_\_\_  
Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1<sup>st</sup> day of February 2022

**UNITED STATES FIRE INSURANCE COMPANY**



*Al Wright*

\_\_\_\_\_  
Al Wright, Senior Vice President

## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: **PARS ARVIN CONSTRUCTION, INC**

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- B. Failure to submit this document shall render the bid non-responsive.
- C. Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR and the Los Angeles Unified School District's DIR-approved Labor Compliance Program.

## 1.02 ETHICS POLICY

- A. This certifies and confirms bidder is familiar with and in compliance with all provisions of the OWNER Ethics Policy including: 1) any employees, subcontractors or consultants, who, within the last three (3) years have been or are employees of the OWNER are disclosed below; 2) the bidder or its subcontractors have not compensated any former OWNER employee or consultant to influence any action on a matter pending with the OWNER, if that employee, within the last 12 months, held a OWNER position in which they personally and substantially participated in that matter; 3) the bidder or its subcontractors does not employ a former OWNER employee or consultant who, while serving in a OWNER position within the last two (2) years, substantially participated in the development of the bidding requirements, Specifications, or in any part of the contract's contracting process; 4) the bidder has not employed as a lobbyist any former OWNER employee who left the OWNER within the last 12 months; and 5) the bidder did not receive any confidential information in connection with the procurement.
- B. The bidder further certifies that set forth below are the names of all former Board of Education Members and employees it intends to employ in connection with the services to be performed by the contract, who have been Board of Education Members or employed by the OWNER within the last three (3) years.

**(IF THIS SECTION DOES NOT APPLY, PLEASE INDICATE "NONE" OR "N/A" BELOW.)**

Former Board of Education Members, Employees, Consultants, Subcontractors:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

- C. The OWNER Ethics Policy is available online through the following link:  
<https://achieve.lausd.net/Page/14037>
- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.

- 1. Do you or others in your organization do the following: *(please check all that apply)*

☐ Attend or arrange meetings with OWNER officials in person or over the phone;



- ☐ Draft recommendations for OWNER officials to consider;
- ☐ Give gifts, meals, event tickets or other benefits to OWNER officials;
- ☐ Introduce or market your organization's products or services to OWNER officials;
- ☐ Provide advice or recommend a strategy to a client on OWNER matters;
- ☐ Seek support or opposition from a third party (e.g. the public) on OWNER matters;
- ☐ Send letters or write emails to OWNER officials in order to influence their decision-making; or
- ☐ Take any action to influence purchasing, contracting, policy, or other decisions under consideration by OWNER officials? (*Outside of the service requirements of a contract or written agreement with OWNER and outside of a specific OWNER-issued bid process*)



**CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.**

If the bidder indicated that it performs one or more of the activities above, the bidder shall proceed to the question(s) below. If the bidder checked that none of the activities in question 1 are applicable, the bidder is to skip questions 2 and 3 and note the information for all prospective bidders provided after the instructions below.

2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf?

**OR**

2b. Does a client pay your organization to conduct these activities on *the client's* behalf?

If the bidder answered "yes" to question 2a, the bidder shall proceed directly to question 3. If the bidder answered "yes" to question 2b, the bidder shall skip question 3 and follow the instructions provided immediately after question 3.

3. Will your organization spend over \$10,000 this year performing these activities?

*Use the grid below to estimate the total amount of money your organization as a whole expects to spend during the entire calendar year (Jan 1 – Dec 31) to conduct these activities.*

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$
Copies, publications, and other materials	\$
Transportation and meals	\$
Gifts, meals, and benefits for OWNER officials	\$
Media and advertisements	\$
Other expenses to support the selected activities	\$
<b>Grand Total</b>	<b>\$</b>

### **INSTRUCTIONS**

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <https://achieve.lausd.net/Page/14037> to access the OWNER's training materials and to register. Answers to various questions can be obtained either at the website referenced above or by calling the Ethics Office at 213-241-3330.

### **All prospective bidders on OWNER projects are advised of the following:**

- Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list. Bidder should visit <https://achieve.lausd.net/Page/14037> for more information.
- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.
- Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

1.03 SWEAT-FREE PROCUREMENT POLICY

- A. The OWNER has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, "child", "forced", "convict", and indentured") labor. All sales/goods provided to the OWNER by the bidder and/or their subcontractor shall be in abidance with the OWNER's official policy regarding "sweat-free" schools.
- B. The objective of this policy is specifically to discourage and prevent the use of any form of "exploitive labor" but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of "sweatshop labor".
- C. The Sweat-Free Procurement Policy includes the following principle/requirements:
  - a. Safe and healthy working conditions
  - b. Prohibition of child labor
  - c. Disclosure of manufacturing plant locations
  - d. Verification and enforcement mechanisms
  - e. Compliance with applicable codes
  - f. Penalties for violations
  - g. Responsible bidder forms
  - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District's Sweat-Free Procurement Policy as set forth in this section.

1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work (See Article 6.53, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

Los Angeles Unified School District  
Labor Compliance Program  
333 South Beaudry Avenue, 21<sup>st</sup> Floor  
Los Angeles, CA 90017  
(213) 241-4665

- C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:
- <http://www.laschools.org/new-site/labor-compliance/>
- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

1.05 PREQUALIFICATION

- A. To be considered for award, bidder must (i) abide by and comply with the OWNER Construction Safety Standards, including prime contractor, subcontractor and/or safety prequalification requirements for bidder and **all tiers of its subcontractors**, as applicable, before tendering the bid to OWNER, and (ii) enroll bidder prior to commencement of the Work, and all eligible subcontractors prior to commencement of their subcontracted Work, in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions).
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification and Asbestos and Lead Abatement Prequalification requirements at the time of bid. And that the **bidder has safety pre-qualified all tiers of subcontractors** (other than first-tier mechanical, electrical and plumbing subcontractors licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding **C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses** ("MEP subcontractors") in accordance with OWNER safety prequalification requirements. If the bidder intends to contract with any MEP subcontractors to perform any such component work on the Project, this certifies that the bidder has selected MEP subcontractors in accordance with Document 00 1116 and Document 00 2113.

1.06 **PROJECT STABILIZATION AGREEMENT (PSA) - APPLIES TO ALL JOB ORDER CONTRACTS**  
**[Pursuant to Public Contract Code (PCC) 20919]**

- A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/or Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.19.8 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$175,000 and all prime specialty contracts that exceed \$20,000 as set forth in Article 2 of the Project Stabilization Agreement. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Project Stabilization Agreement by executing a certification or letter of assent in terms substantially identical to Attachment A-Letter of Assent of the Project Stabilization Agreement.

- B. This certifies and confirms bidder has read and agrees to abide by and be bound to the Project Stabilization Agreement as entered into between OWNER and Building Trades Council on May 12, 2003, and amended from time to time by the parties or interpreted pursuant to its terms thereof.

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

A. By signing and submitting this document, bidder certifies:

Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;

[ ] Have, [ ☒ ] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.

1.08 BIDDER CERTIFICATION

A. "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

Executed on FEBRUARY/09/2022, at TARZANA, California.

By: SHAHRIAR ROSTAMI

Signature and Title of Bidder Representative

Certification shall be signed by bidder or an authorized representative of bidder.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)  
[FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]

END OF DOCUMENT

## NON-COLLUSION AFFIDAVIT

## 1.01 GENERAL

- A. The following affidavit is required by Section 7106 of the California Public Contract Code.
- B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid.
- C. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the bid being deemed non-responsive.

State of ~~California~~County of **LOS ANGELES****SHAHRIAR ROSTAMI**

, being first duly sworn, deposes and says that he or she

**PRESIDENT**

(Name of person signing bid)

of

**PARS ARVIN CONSTRUCTION, INC**

is the party making the

(Title of Signer)

(Name of Licensee Bidding)

foregoing bid, the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder Name

**PARS ARVIN CONSTRUCTION, INC**

Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐Partnership ☐Corporation ☒Other ☐

IRS Employers Identification Number:

**95-4880908**

Contractor's State License:

**804404**

Number

**B&C10**

Classification(s)

Name of License Holder:

**SHAHRIAR ROSTAMI**

Expiration Date:

**FEBRURY/29/2024**

Address

**6119 TAMPA AVE**Phone **(818) 591-0922**

City

**TARZANA**

State

**CA**

Zip Code

**91335**

Fax

**(818) 591-0923**

"The signature below binds bidder to all the stated conditions and bidder certifies under penalty of perjury under the laws of the State of California the foregoing is true and correct."

By

**SHAHRIAR ROSTAMI**

Print Name

**PRESIDENT**

Signature and Title

(Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)

Dated this

**9th**

day of

**FEBRUARY**20**22**

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)  
[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]

END OF DOCUMENT



Bidder Name: **PARS ARVIN CONSTRUCTION,INC**

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. **No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. <http://www.dir.ca.gov/>**

[illegible]

**(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)**  
**[YOU MUST SUBMIT THIS FORM EVEN IF YOU DO NOT INTEND TO LIST SUBCONTRACTORS.**  
**[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]**  
**END OF DOCUMENT**

**RIDER**

To be attached to and form part of: Performance and Payment Bonds

Bond Number: 6131034198

Dated: February 23, 2022

Issued by the: **United States Fire Insurance Company**

In the Amount of: \$500,000.00

On behalf of: Pars Arvin Construction Inc.  
(Principal)

And in favor of: Los Angeles Unified School District  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Contractor has been changed from United State Fire Insurance Company to Pars Arvin Construction Inc.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective the 23rd day of February 2022

Signed, Sealed & Dated this 3rd day of March 2022

Pars Arvin Construction Inc,

By: \_\_\_\_\_  
(Principal)

**United States Fire Insurance Company**

By: \_\_\_\_\_  
Cynthia J. Young Attorney-In-Fact



Bond Number: 6131034198

Premium: \$6,120.00

Premium is for the contract term  
and is subject to adjustment based  
on the final contract price

**DOCUMENT 00 6114**

**PERFORMANCE BOND**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and United States Fire Insurance Company

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,

denominated as number \$500,000.00,

Job Order Contract

described as RFQ/Contract No                      at Los Angeles Unified School District  
R-22012/2230009

and is in the Maximum Contract Value of \$500,000.00,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and United States Fire Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of Five Hundred Thousand Dollars (\$ 500,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.

2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:

a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or

d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

(ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

During the period in which SURETY determines which of its options to pursue under this paragraph 2, OWNER may take such actions it determines are appropriate to perform the Work and/or protect the Project, and OWNER's costs and expenses of such efforts may be charged against the Contract balance.

3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.

4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.

5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.

6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

7. The Penal Sum of this Bond shall automatically increase as the Contract Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.

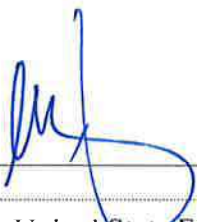
8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.

9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.


10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 23rd day of February 2022

By  Title PRESIDENT

CONTRACTOR/PRINCIPAL  
Pars Arvin Construction Inc.

Surety Name <u>United State Fire Insurance Company</u>	By 
Address of Surety <u>305 Madison Ave.</u>	Attorney-in-Fact: <u>Cynthia J. Young</u>
<u>Morristown, NJ 07960</u>	Address <u>685 E. Carnegie Dr., Ste. 265</u>
Telephone Number <u>973-490-6600</u>	<u>San Bernardino, CA 92408</u>
Bond Number <u>6131034198</u>	Telephone Number <u>909-886-9861</u>

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE	
I hereby certify:	
1.	That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2.	That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of the above Contract Value.
Dean C. Logan, County Clerk	
Date _____	By _____ Deputy

#

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)  
END OF DOCUMENT



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

On **FEB 23 2022**

ss.

before me,

**Rebecca Elizabeth Adcock, Notary Public**

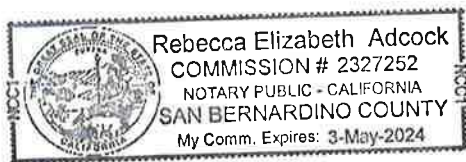
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

**Cynthia J. Young**

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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.

*Rebecca Elizabeth Adcock*

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer

Title \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07812

## Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the  
laws of Delaware, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the 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 31st  
day of December, 2003, I have hereunto  
set my hand and caused my official seal to be affixed this  
31st day of December, 2003.



By

John Garamendi  
Insurance Commissioner

Victoria S. Sidbury  
for Ida Zedrow, Deputy  
Asst. Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0313122

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Cynthia Russell, Melissa D. Schwartz*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

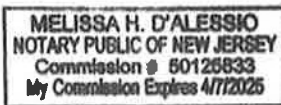


*Matthew E. Lubin*

Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Melissa H. D'Alessio*

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23<sup>rd</sup> day of February 2022

UNITED STATES FIRE INSURANCE COMPANY



*Alfred N. Wright*

Alfred N. Wright, Senior Vice President

PAYMENT BOND  
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and United State Fire Insurance Company

hereinafter called the CONTRACTOR, have entered into a Contract

dated \_\_\_\_\_

for Job Order Contract RFQ / Contract No. R-22012 / 2230009Contract  
Amount Five Hundred Thousand dollars

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

## PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond is executed in accordance with the requirements of Section 3247 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date on which this bond is issued.

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

Signed and sealed this 23rd day of February 20 22CONTRACTOR/PRINCIPAL  
Pars Arvin Construction Inc.By \_\_\_\_\_  
Title PRESIDENT

SURETY  
United States Fire Insurance Company  
By Cynthia J. Young  
Cynthia J. Young Attorney-in-Fact  
Address 305 Madison Ave., Morristown, NJ 07960  
Telephone Number 971-490-6600  
Bond Number 6131034198

The OWNER will obtain the following certification:

## CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement of the surety for the period ending \_\_\_\_\_ showing capital and surplus not less than ten times the amount of the above Contract Value.

Dean C. Logan, County Clerk

Date \_\_\_\_\_ By \_\_\_\_\_ Deputy \_\_\_\_\_

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)  
END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

ss.

On FEB 23 2022

before me,

Rebecca Elizabeth Adcock, Notary Public

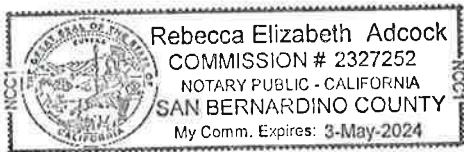
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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.

Rebecca Elizabeth Adcock  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer

Title \_\_\_\_\_

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07812

## Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the  
laws of Delaware, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the 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 31st  
day of December, 2003, I have hereunto  
set my hand and caused my official seal to be affixed this  
31st day of December, 2003.



By

John Garamendi  
Insurance Commissioner

Victoria S. Sidbury  
for Ida Zodrow, Deputy  
Asst. Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0313122

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz, Cynthia Russell, Melissa D. Schwartz*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28<sup>th</sup> day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 23rd day of February 2022

**UNITED STATES FIRE INSURANCE COMPANY**



Alfred N. Wright, Senior Vice President

**To:** KARLA@PARSARVIN.COM;  
**Cc:** KARLA@PARSARVIN.COM;Kathleen.Dalessandro@alliant.com;angela.mccloud@lausd.net;cynthia.vargas@lausd.net;diane.siu@lausd.net;gayane.stepanyan@lausd.net;christy.guzman@lausd.net;  
**Subject:** OCIP IV - JOC Contracts / 2230009 / Welcome Letter Packet

**Sent:** 03/01/2022, 05:33:26 AM



03/01/2022

Attn: Karla Jimenez  
Pars Arvin Construction, Inc.  
6119 Tampa Ave Tarzana, CA 91335

Re: OCIP IV - JOC Contracts  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 2230009  
WC Policy Number: WA5-66D-067329-571

Dear Karla Jimenez,

Attached is the Welcome Packet for the LAUSD OCIP IV Program.

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2230009. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- **Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's X-mod.**
- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.

Print



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/01/2022

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).

<b>PRODUCER</b>  <b>Alliant Insurance Services, Inc.</b> 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	<b>CONTACT NAME:</b> Kathleen Dalessandro  <table style="width: 100%;"> <tr> <td style="width: 60%;"> <b>PHONE</b>            (A/C, No, Ext): (213) 270-0156         </td> <td style="width: 40%;"> <b>FAX</b>            (A/C, No):         </td> </tr> </table> <b>E-MAIL ADDRESS:</b> Kathleen.Dalessandro@alliant.com	<b>PHONE</b> (A/C, No, Ext): (213) 270-0156	<b>FAX</b> (A/C, No):								
<b>PHONE</b> (A/C, No, Ext): (213) 270-0156	<b>FAX</b> (A/C, No):										
<b>INSURED</b>  <b>Pars Arvin Construction, Inc.</b> 6119 Tampa Ave Tarzana, CA, 91335 Attn: Karla Jimenez	<table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC#</th> </tr> <tr> <td><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td><b>INSURER B:</b> Everest National Insurance Company</td> <td style="text-align: center;">10120</td> </tr> <tr> <td><b>INSURER C:</b> LM Insurance Corporation</td> <td style="text-align: center;">33600</td> </tr> <tr> <td><b>INSURER D:</b> Allied World Assurance Company (U.S.) Inc.</td> <td style="text-align: center;">19489</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035	<b>INSURER B:</b> Everest National Insurance Company	10120	<b>INSURER C:</b> LM Insurance Corporation	33600	<b>INSURER D:</b> Allied World Assurance Company (U.S.) Inc.	19489
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<b>INSURER C:</b> LM Insurance Corporation	33600										
<b>INSURER D:</b> Allied World Assurance Company (U.S.) Inc.	19489										

## COVERAGES

**CERTIFICATE NUMBER: 316386**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-661-067129-028	02/22/2022	05/01/2023	GL-EachOccurrence	\$2,000,000
							GL-DamageToRentedPremises	\$1,000,000
							GL-MedExp	\$10,000
							GL-Personal&AdvInjury	\$2,000,000
							GL-GeneralAggregate	\$4,000,000
							GL-ProductsComp/OPAggregate	\$4,000,000
							AL-CombinedSingleLimit	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						AL-BodilyInjury(Per person)	
							AL-BodilyInjury(Per Accident)	
							AL-Property Damage(Per Accident)	
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS - MADE DED <input type="checkbox"/> RETENTION \$			XC1EX00107181	02/22/2022	05/01/2023	EUL-Aggregate	\$10,000,000
							EUL-EachOccurrence	\$10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA5-66D-067329-571	02/22/2022	05/01/2023	<input checked="" type="checkbox"/> WC-StatutoryLimits <input type="checkbox"/> Other	
							WC-E.L.EachAccident	\$1,000,000
							WC-E.L.DiseasePolicyLimit	\$1,000,000
							WC-E.L.Disease EachEmployee	\$1,000,000
D	Excess & Umbrella #2			3113202	02/22/2022	05/01/2023	EUL-EachOccurrence	\$15,000,000
							EUL-Aggregate	\$15,000,000

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2230009 at the following schools: . The coverage is effective from the start date of the contract, 02/22/2022, through the completion of the work onsite, or completion of the project, whichever is first.

## CERTIFICATE HOLDER

**Pars Arvin Construction, Inc.**  
 6119 Tampa Ave  
 Tarzana, CA, 91335  
 Attn: Karla Jimenez

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE : AUTHORIZED REPRESENTATIVE

*Karla Jimenez*

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# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)  
03/01/2022

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	<b>CERTIFICATE HOLDER</b> Pars Arvin Construction, Inc. 6119 Tampa Ave Tarzana, CA, 91335 Attn: Karla Jimenez
<b>INSURED</b> Pars Arvin Construction, Inc. 6119 Tampa Ave Tarzana, CA, 91335 Attn: Karla Jimenez	

(continued from previous page)

## Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 2/22/2022 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

## Excess #4

ACE Property and Casualty Insurance Company

Policy Number: XCQG71124654001 (50.00%)

Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

## Excess #4

Berkley National Insurance Company

Policy Number: CEX0960316100 (50.00%)

Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/22/2022

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).

<b>PRODUCER</b> Contractors Best Insurance 20335 Ventura Blvd., Suite 426 Woodland Hills CA 91364-	<b>CONTACT NAME:</b> Shilo Losino	<b>FAX (A/C, No):</b> (866)309-9237	
	<b>PHONE (A/C, No, Ext):</b> (818)348-4900	<b>E-MAIL ADDRESS:</b> Shilo@contractorsbestins.com	
<b>INSURED</b> Pars Arvin Construction Inc. 6119 Tampa Ave Tarzana CA 91335-	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Allstate Insurance Company		
	<b>INSURER B:</b> Kinsale Insurance Company		38920
	<b>INSURER C:</b> STATE COMPENSATION INS FUND		35076
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	0100166611-0	10/29/2021	10/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	648916292-1	12/26/2021	12/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			0100166725-0	10/29/2021	10/29/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	1677300-2022	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*10 Days for Non-Payment; 30 Days all other

JOB ORDER CONTRACT, R-22012 / 2230009  
GENERAL CONTRACTING SERVICES (PSA)  
\$500,000 (BID ADJUSTMENT FACTOR 1.2813)

Certificate Holder is Additional insured per attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

AI 003594

Los Angeles Unified School District (LAUSD) Procurement Division 333 S. Beaudry Ave 28th Floor Los Angeles CA 90017-	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**C. With respect to the insurance afforded to the Additional Insured, the following is added to SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**D. Duties of the Additional Insured in the event of "occurrence", claim, or "suit":**

1. The Additional Insured must promptly give notice of an "occurrence", a claim which is made, or a "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

<i>Attached To and Forming Part of Policy</i> 0100166611-0	<i>Effective Date of Endorsement</i> 10/29/2021 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Pars Arvin Construction Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

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

- A. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured and is proximately caused by "your work" or "your product" for the Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B. The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract. If such insurance is required by written contract, the insurance provided to the Additional Insured is limited to the alleged or actual vicarious liability imposed on the Additional Insured as a result of the alleged or actual negligent conduct of the Named Insured as a result of liability solely caused by "your work" or "your product" for the Additional Insured.
  2. Any insurance provided by this endorsement to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to the Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
  3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
  4. This insurance does not apply to "bodily injury" or "property damage," arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US-BLANKET

<i>Attached To and Forming Part of Policy</i> 0100166611-0	<i>Effective Date of Endorsement</i> 10/29/2021 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Pars Arvin Construction Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

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

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

**SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of “your work” done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.





Par Arvin Construction, Inc.

License No. 804404

ATTACHMENT A  
LETTER OF ASSENT

February 25, 2022

Project Labor Coordinator  
Labor Compliance Program/Dept.  
333 S. Beaudry Avenue, 21<sup>st</sup> Floor  
Los Angeles, CA 90017

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

RE: Project Stabilization Agreement- New School Construction and Major  
Rehabilitation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir/Madam:

This is to confirm **Pars Arvin Construction, Inc.** agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New school Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to **LAUSD Contract No. R-22012/ 2230009 for the JOB ORDER CONTRACT**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

A handwritten signature in blue ink that reads "Sean Rostami".

**Pars Arvin Construction, Inc.**

By: Shahriar Rostami  
President