

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

JUDITH REECE
Chief Procurement Officer

February 16, 2023

Sent Via Email: estimating@ohnoconstruction.com

Ohno Construction Company
8884 Jurupa Road
Jurupa Valley, CA 92509
Attn: Michio Marcus Ohno, Chief Operating Officer/Treasurer

NOTICE OF AWARD

Bid/Contract No.: 2310013
Project: CARSON HIGH SCHOOL (BV)
(SCOPE ID # 208341/Colin 10372133)
Project Description: SYNTHETIC TURF REPLACEMENT (PSA)
Contract Amount: \$1,965,000.00
Contract Duration: 224Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **February 16, 2023** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The executed Bid and Acceptance form is attached. **Copies of the Contract Documents shall be provided by our office upon Contractor's request;** please call (213) 241-1188.

Please contact your project Owner Authorized Representative (OAR), Tim Chanchea, at (213) 241-4251, regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at cynthia.vargas@lausd.net.

Sincerely,

Maria Castrellon on behalf of Cynthia Vargas

Maria Castrellon
Contract Administration Analyst

c: Aman Vaish, Regional Director
Tim Chanchea, OAR
Inspection Section
Philip Hannifin
Alliant Insurance Services
Existing Facilities P/S

(When required)

RECORDING REQUESTED BY AND MAIL TO:

LOS ANGELES DAILY JOURNAL

~ SINCE 1888 ~

915 E FIRST ST, LOS ANGELES, CA 90012
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026
Telephone (213) 229-5300 / Fax (213) 229-5481

CYNTHIA VARGAS
MARIA SWANSON
PO#1690001.04-4400003962 333 SO. BEAUDRY AV
LOS ANGELES, CA - 90017

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:
2310013 Carson HS - Synthetic Turf Replacement (PSA) - 10372133

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/26/2022, 10/31/2022

Executed on: 10/31/2022
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email * A 0 0 0 0 0 6 1 5 5 8 9 2 *

This space for filling stamp only

DJ #: 3638182

NOTICE TO CONTRACTORS
BIDDERS ARE CAUTIONED TO CAREFULLY EXAMINE THE REQUEST FOR QUALIFICATIONS (RFQ), SPECIFICATIONS AND BID FORMS BEFORE BIDDING.

Notice is hereby given that the Board of Education of the City of Los Angeles will receive Statements of Qualifications and bids from the District's list of pre-qualified contractors to furnish all labor and material for the following:

REQUEST FOR QUALIFICATIONS / BID NUMBER: 2310013

Synthetic Turf Replacement (PSA) (Best Value) at Carson High School (10372133). Prime contractor shall hold license in the following classification(s): "B" license required.

Contractor Caused Compensable Delay (L.D.): \$750.00 per calendar day. The District's Contract Bond Estimate is \$1,976,000.00.

THE PROJECT WILL BE PROCURED USING A BEST VALUE SELECTION PROCESS (PUBLIC CONTRACT CODE 20119), IS FUNDED BY PROPOSITIONS WHICH WERE APPROVED BY THE VOTERS AND IS SUBJECT TO THE PROJECT STABILIZATION AGREEMENT.

RFQ DOCUMENTS may be requested via e-mail after the first date of the advertisement from the Contract Analyst (CA),

cynthia.vargas@lausd.net
NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD ON WEDNESDAY, NOVEMBER 9, 2022 AT 10:30 A.M. VIA MICROSOFT TEAMS. EMAIL ADDRESS MUST BE PROVIDED TO cynthia.vargas@lausd.net NO LATER THAN 8:30 A.M. ON WEDNESDAY, NOVEMBER 9, 2022 IN ORDER TO BE ADDED TO VIDEO MEETING.

STATEMENT OF QUALIFICATIONS ARE DUE: **NOVEMBER 28, 2022 (MONDAY @ 2:00 PM).**

Bidder should note that OWNER's prequalification program has been expanded pursuant to Public Contract Code Sections 7056 - 7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses. Bidders who will be utilizing a first-tier subcontractor to perform such specialty work must select a subcontractor from the OWNER's List of Prequalified Subcontractors.

All Contractors or subcontractors shall not be qualified to bid, be listed in a bid proposal or engage in the performance of any contract unless currently registered with the California Department of Industrial Relations (DIR).

For Bids with a Mandatory Pre-Proposal Meeting, Bidders who have not signed in on the attendance sheet will not be allowed to submit Statement of Qualifications or Bids.

The Los Angeles Unified School District has a Labor Compliance Program as approved by the Director of the Department of Industrial relations and the Board of Education in compliance with Section 1771.5 of the California Labor Code.

Copies of the prevailing rate of per diem wages are on file at the following District office and shall be made available to any

interested party on request: Facilities Support Services/Labor Compliance Program

333 S. Beaudry Avenue,
21st Floor
Los Angeles, CA 90017
(213) 241-4665

On February 25, 2003, the Board of Education adopted a twenty-five (25%) participation goal for Small Business Enterprise (SBE), per contract, based on the basis of award amount of funds allocated to the school construction and modernization program. This goal will be included in each construction contract. The Board reserves the right to reject any or all proposals or bids, and to waive any informality in any bid.

DATED: 10/24/2022
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Procurement Services Division.
10/26, 10/31/22

DJ-3638182#

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

Bidder Name: Ohno Construction Company

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, along with all other required bid forms, electronically as indicated in Section 00 2113 - Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
- 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: Before 2:00 P.M. on Thursday, January 19, 2023

The only acceptable time of receipt is the date/time stamp imprinted upon the bid package by the representative of Facilities Contracts.

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: **CARSON HIGH SCHOOL - SYNTHETIC TURF REPLACEMENT (PSA) - 10372133 / 208341**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
1

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

(\$ 1,965,000)
(numeric figures)

1.06 BID ITEMS (NOT APPLICABLE)

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. \$61,500.00 Refer to Section 01 2100 for breakdown.

1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.09 BASIS OF AWARD OF CONTRACT:

- A. Pursuant to Public Contract Code 20119, OWNER shall award the contract to the bidder whose bid is determined to be the best value to the District. To determine the best value contractor, the District shall divide each bidder's price by its qualifications score. The lowest resulting cost per quality point will represent the best value bid.

ADDENDUM NO. 1
SYNTHETIC TURF REPLACEMENT
CARSON HIGH SCHOOL
BEST VALUE

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- B. The use of Public Contract Code Section 20119 does not preclude the OWNER from adding to or deducting from the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.
- C. **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 the following titled Project:

**CARSON HIGH SCHOOL
SYNTHETIC TURF REPLACEMENT
2310013 – 10372133/208341**

[Contract Number/Project Number(s) – to be filled in by Facilities Contracts]

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 224 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

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

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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 Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 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>.

Article 8 - Lead Renovation, Repair & Paint (RRP) Rule Requirements

A. Bidder Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, remodeling, and repair/maintenance firms.

B. General Requirement

1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
2. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. *The certificate must be submitted prior to starting work.*
3. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and *provide a copy of the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. The certificate must be submitted prior to starting work.*

BID DATE: Jan. 19, 2023

By Ohno Construction Company (SEAL)
(Firm Name as it appears on Contractor's State License)

Michio Marcus Ohno
(Authorized person to sign bid - print name)

(Signature of authorized person to sign bid) Michio Marcus Ohno

Business Address: 8884 Jurupa Road
Jurupa Valley, CA 92509

Phone No. 619-278-8824

Fax No. 619-278-8761

Email Address estimating@ohnoconstruction.com

ADDENDUM NO. 1
SYNTHETIC TURF REPLACEMENT
CARSON HIGH SCHOOL
BEST VALUE

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BID AND ACCEPTANCE FORM
00 4100-3



FOR FC USE ONLY

Contract Number
2310013☒ 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

OHNO CONSTRUCTION COMPANY*{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 **CARSON HIGH SCHOOL** and commonly referred to as **Synthetic Turf Replacement**. CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 9 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of One million nine hundred sixty-five thousand dollars

(To be filled in by OWNER / Office of Facilities Contracts)

(\$1,965,000.00), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount 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 2/16/2023, 20____ at Los Angeles, California.

(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to \$15M), Director of Facilities Contracts (up to \$5M), Sr. Contract Administration Manager (up to \$1.5M), Contract Administration Manager (up to \$500K), or Assistant Contract Administration Manager (up to \$250K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:

By: Judith Reece

F799964C6CD74AE

CHIEF PROCUREMENT OFFICER, DEPUTY CHIEF PROCUREMENT OFFICER (FACILITIES), DIRECTOR OF FACILITIES CONTRACTS, SR. CONTRACT ADMINISTRATION MANAGER, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT CONTRACT ADMINISTRATION MANAGER

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

ADDENDUM NO. 1
SYNTHETIC TURF REPLACEMENT
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Exhibit A**Provisions Required of Federally Funded Contracts
(As Applicable)**

This Exhibit is made a part of and incorporated into the Agreement.

Table of Contents/Quick Reference Guide

	Provision	Contract Criteria	Required/Applicability
1.	Equal Employment Opportunity	Construction work	Yes, exact language required, 41 CFR Part 60-1.4(b)
2.	Davis Bacon Act	Construction work	Not applicable to PA grants
3.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
4.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes, 29 CFR 5.5(b)
5.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
6.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
7.	Debarment and Suspension	All (>\$25k)	Yes
8.	Byrd Anti-Lobbying Amendment	All (>\$100k; Certification)	Yes, Exact language and certification (certification required for contracts exceeding \$100,000)
9.	Procurement of Recovered Materials	All	Yes
10.	Access to Records	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
11.	DHS Seal, Logo, and Flags	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
12.	Compliance with Federal Law, Regulations and Executive Orders	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
13.	No Obligation by Federal Government	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.
14.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Recommended and deemed incorporated unless otherwise stated in the Agreement or amendment thereto.

Unless otherwise specified herein, all terms provided in this Exhibit shall apply. Should any Terms and Conditions of this Exhibit, unless inapplicable as stated herein or as expressly stated in the Agreement or Amendment thereto, conflict with terms of the original Agreement or any subsequent Amendment, the Terms and Conditions of this Exhibit shall govern.

Contractor acknowledges and agrees that should the Los Angeles Unified School District (the "District") seek federal funds to pay for or reimburse expenses for equipment or services under that certain Agreement, the applicable clauses provided in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326 in addition to certain contract clauses recommended by FEMA shall apply to the Agreement. A list of the required contract provisions and their applicability are provided in the Table of Contents, which is attached hereto and incorporated herein. Contractor and the District agree to the following terms and conditions:

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

Appendix II to the Uniform Rules Website - https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddba6ea7eb23b&mc=true&node=ap2.1.200_1521.ii&mp:rgn=div9

- D. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph A. and the provisions of paragraphs A. through H. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - 1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - 2) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - 3) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- 4) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DAVIS-BACON ACT

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, Contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower-tier Subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12."

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.A. of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.A. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.A. of this section.
- C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor; such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.B. of this section.
- D. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4.A. through D. of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 4.A through D. of this section.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- A. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II (F).
- B. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- C. Funding Agreement Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part

by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

A. Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. **DEBARMENT AND SUSPENSION**

Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower-tier covered transactions.

8. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as shown in this Exhibit. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. ACCESS TO RECORDS

- A. The following access to records requirements apply to this Agreement:
 - 1) The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 4) In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits

or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. NO OBLIGATION BY FEDERAL GOVERNMENT

The Contractor hereby acknowledges and accepts that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, Contractor and the District have executed this Exhibit on the date set forth below.

DS
RH

Signed: DocuSigned by:
Judith Reece
F799964C6CD74AE...

Name: Judith Reece

Title: Chief Procurement Officer

Date: 2/16/2023

Signed: [Signature]

Name: Michio Marcus Ohno

Title: Chief Operating Officer/Treasurer

Date: Jan. 19, 2023



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

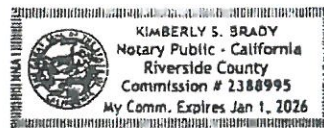
State of California
County of Riverside

On January 19, 2023 before me Kimberly S Brady, Notary Public, personally appeared Michio Marcus Ohno, 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 he executed the same in his authorized capacity, and that by his 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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION Instructions for completing this form

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial working and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared before the notary public for acknowledgment.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Carson High School Bid
Exhibit A
Provisions Required of Federally Funded
Contracts

Number of Pages 8 Document Date 1/19/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☒ Corporate Officer
Title: Chief Operating Officer
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

Attachment 1 to Exhibit A

44 C.F.R. APPENDIX A TO PART 18 – CERTIFICATION REGARDING LOBBYING

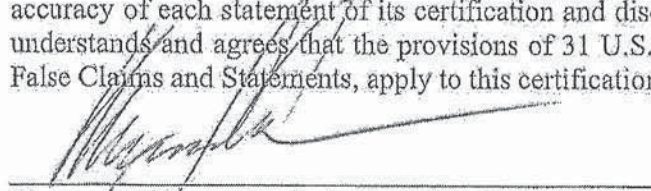
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, Ohno Construction Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Michio Marcus Ohno, Chief Operating Officer/Treasurer

Name and Title of Contractor's Authorized Official

Date Jan. 19, 2023



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

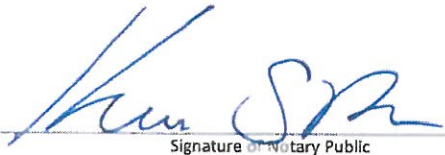
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

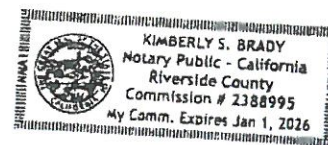
State of California
County of Riverside

On January 19, 2023 before me Kimberly S Brady, Notary Public, personally appeared Michio Marcus Ohno, who proved to me on the basis of satisfactory evident to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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 of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION Instructions for completing this form

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 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Carson High School Bid
Attachment 1 to Exhibit A

Number of Pages 1 Document Date 1/19/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☒ Corporate Officer
Title: Chief Operating Officer
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

BID SECURITY FORM

Bond Number N/ATravelers Casualty and Surety Company of America

Surety

Ohno Construction Company

Bidder

THE LOS ANGELES UNIFIED SCHOOL DISTRICT, acting by and through its BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee

TEN PERCENT (10%) OF THE AMOUNT OF THE BASE BID ATTACHED.....Amount of Bond

Project Description: Synthetic Turf Replacement

Date of Bid Opening:

Project Number(s): 10372133 / 208341

Contract Number: 2310013

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 19th day of January 20 23

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Ohno Construction Company

BIDDER

State of Washington

SS

County of KingBy (signed) [Signature]

Signature of Authorized Person

MICHAEL MARCUS OHNOOn 1/19/2023

before me,

Title CHIEF OPERATING OFFICER /TREASUREREmma C. Doleshel

a Notary Public

Travelers Casualty and Surety Company of America

SURETY

By (signed) [Signature]

Signature of Attorney-In-Fact

Jim S. Kuich

Personally appeared Jim S. Kuich
 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 PO Box 3018City, State Bothell, WA 98041-3018Telephone (425)489-4500

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

SYNTHETIC TURF REPLACEMENT
 CARSON HIGH SCHOOL
 BEST VALUE

REVISED 01/05/2012
 BID SECURITY FORM

00 4313-1

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

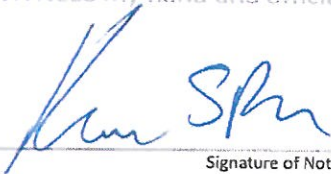
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State of California
County of Riverside

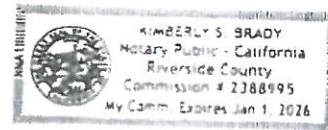
On January 19, 2023 before me Kimberly S Brady, Notary Public, personally appeared Michio Marcus Ohno, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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 of Notary Public



(Notary Seal)

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- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Carson High School Bid
Bid Bond

Number of Pages 1 Document Date 1/19/23

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☒ Corporate Officer
Title: Chief Operating Officer
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Heather L. Allen, Sarah H. Behrens, Emma C. Doleshel, Jim W. Doyle, Natalie C. Chau, Chad M. Epple, Jim S. Kuich, Theresa A. Lamb, Maxwell Martin, Michael A. Murphy, Andy D. Prill, S. M. Scott, and Steve Wagner of Bothell, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of January 2023.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

License lookup

This search only provides information about the license types we issue (a license can be a certification, contract, registration, or other authorization). We may redirect you to the Department of Revenue for licenses we don't issue. This data is updated every morning by 6am and may not show the most current information.

Professional License Details

License Number: 22002307

License Type: Notary Public

Status: Active

Name: Emma C Doleshel

Prior Name: None

First Issue Date: February 15, 2022

Sub-status: None

City: Lake Stevens

Current Issue Date: February 15, 2022

Disciplinary Action: No

State: WA

Expiration Date: December 01, 2025

Program: Notary Public

County: Snohomish

Endorsements

None

[Back](#)[Search Another License](#)

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SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: Ohno Construction Company

- 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. Bidders should note that the OWNER's prequalification requirements include mechanical, electrical, and plumbing contractors (i.e., contractors licensed pursuant to Sections 7056-7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses pursuant to regulations of the Contractors' State License Board) that contract directly with a bidder to perform any such component work on the Project ("MEP subcontractors"). Bidders that intend to contract with any MEP subcontractors to perform any such component work on the Project shall only select MEP subcontractors that have been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. Non-MEP subcontractors do not need to be prequalified to perform non-MEP component work on the Project. Bidders and MEP subcontractors shall not be eligible to bid or perform work on the Project if they (a) have not submitted completed prequalification questionnaires and financial statements to the OWNER at least ten (10) business days before the date fixed for the public opening of bids, and (b) have not been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. The OWNER's list of prequalified contractors can be found online at <https://www.laschools.org/new-site/prequalification/additional-resources> by clicking on "Safety PQ Program Approved List." The list is updated on an ongoing basis. If an MEP subcontractor does not appear on the list, bidder should verify with the subcontractor to determine if subcontractor has received a notice from OWNER that confirms its prequalification by the above deadline. Unless prohibited by the OWNER, bidders licensed pursuant to Section 7057 of the Business and Professions Code, specifically holding general building contractor B licenses pursuant to regulations of the Contractors' State License Board, may self-perform any work on the Project to the extent permitted by law. Bids that fail to adhere to these requirements will be deemed non-responsive by the OWNER.
- 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)].

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor's State License)	<u>LICENSE NO.</u>	<u>DIR REGISTRATION NO.</u>	<u>LOCATION OF BUSINESS (CITY, STATE)</u>
Abatement	Eagle Contracting, Inc (SBE)	970089	1000001143	Bell Gardens, CA
Asphalt	Hardy & Harper Inc	215952	1000000076	Lake Forest, CA
Electrical	Electro Construction Corp (SBE)	95881	1000004159	Altadena, CA
Track Surfacing	Beynon Sports Surfacing, Inc	883198	1000004698	Tualatin, CA

(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

SYNTHETIC TURF REPLACEMENT
 CARSON HIGH SCHOOL
 BEST VALUE

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST
 REVISED 12/12/2019
 00 4336-1

**DISABLED VETERAN BUSINESS ENTERPRISES (DVBE)
SCHOOL FACILITIES PROGRAM**

1.01 DVBE REQUIREMENTSBidder Name: Ohno Construction Company

- A. In accordance with the Education Code Section 17076.11 participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE), per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998, the District requires bidders to submit DVBE information as set forth in this section. This goal will be included in each Contract entered into related to construction or modernization funded in whole or in part with funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998.
- B. To identify certified DVBE participants, you may consult the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) website at <https://caleprocure.ca.gov/pages/sbdrvbe-index.aspx> or by contacting their office at (916) 375-4940 or by visiting the Los Angeles Unified School District Small Business Outreach Program website at <http://www.laschools.org/new-site/small-business/sbe-certification>.

LIST ANY DVBE SUBCONTRACTORS/SUPPLIERS YOUR FIRM HAS CONTACTED.

NAME OF FIRM / LOCATION (CITY/STATE) / TELEPHONE

DVBE / RJ Daum Construction Company / Garden Grove, CA / 714-894-4300

DVBE / Veterans Engineering Services Inc. / Yorba Linda, CA / 714-733-1461

SBE / Resource Environmental, Inc. / Long Beach, CA / 562-468-7000

SBE / Matrix Environmental Inc. / Anaheim, CA / 562-236-2704

DBE/SBE / Fehoko Concrete / Lennox, CA / 323-540-9499

LIST DVBE SUBCONTRACTORS/SUPPLIERS YOUR FIRM WILL USE AS PART OF THIS PROJECT. If your firm is a DVBE, please list value of work that will be self-performed. For each firm listed, include a copy of the DVBE certification with the bid submittal. Certification from either the State of California – Department of General Services (DGS) or LAUSD will be accepted at the time of bid. However, if bidder's certification from DGS is provided, the most qualified bidder must also provide an LAUSD certificate prior to issuance of the Notice of Intent to Award. It is the responsibility of the Prime contractor to ensure that its subcontractors/suppliers register to become LAUSD certified prior to award. Please have all subcontractors/suppliers utilize the following link to access the online registration: <http://www.laschools.org/new-site/small-business/sbe-certification>.

NAME OF FIRM / LOCATION (CITY/STATE) / AMOUNT OF SUBCONTRACT

Ohno Construction Company / SBE (Not DVBE) / Jurupa Valley, CA \$ 1,650,000

Eagle Contracting, Inc. / SBE (Not DVBE) / Bell Gardens, CA \$ 2,000

Electro Construction Corp. / SBE (Not DVBE) / Altadena, CA \$ 147,444

\$

\$

☒ No DVBE utilization (check, if applicable)

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

END OF DOCUMENT

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: Ohno Construction Company

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with the electronic 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:

None

- 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.

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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	\$
Grand Total	\$ N/A

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.

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- 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 6.48, 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:

Labor Compliance Program
 333 South Beaudry Avenue, 21st Floor
 Los Angeles, CA 90017
 (213) 241-4665

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- 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/dir>
- 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). An experience modification rate exceeding 1.00 at the time of the bid may disqualify subcontractors from enrollment in OCIP.
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification requirements at the time of bid, and that the bidder has safety pre-qualified in accordance with OWNER safety prequalification requirements all tiers of subcontractors other than mechanical, electrical and plumbing subcontractors (i.e., contractors licensed pursuant to Sections 7056–7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses pursuant to regulations of the Contractors' State License Board) that contract directly with a bidder to perform any such component work on the Project ("MEP subcontractors"). 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 and that all MEP subcontractors have been listed on Document 00 4336.

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

- 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 6.48 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.

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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, [X] 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 Jan. 19, 2023, at Jurupa Valley, California.

By: [Signature] Chief Operating Officer/Treasurer
Michio Marcus Ohno 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



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Jurat

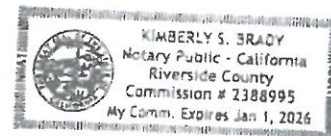
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me this 19th day of January, 2023 by Michio Marcus Ohno, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The wording of all Jurats completed in California after January, 2015 must be in the form set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a Jurat stamp containing the correct wording or attaching a separate Jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be resigned in front of the notary public during Jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the Jurat process was completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different Jurat form.
 - Additional information is not required but could help to ensure this Jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Carson High School Bid
Certification Requirements

Number of Pages 5 Document Date 1/19/23

Example of an oath or affirmation to be asked by the notary prior to signing:

"Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?"
(The affiant must reply affirmatively.)

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 San Bernardino ss.Michio Marcus Ohno

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

Chief Operating Officer/ (Name of person signing bid)

Treasurer

of

Ohno Construction Company

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 Ohno Construction Company

Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 91-0919645Sole Ownership ☐Contractor's State License: 8333470A, B, C-12, C-27 & D-12Partnership ☐

Number

Classification(s)

Corporation ☒Name of License Holder: Ohno Construction Company - RMO - Yoshio Ohno, PresidentOther ☐Expiration Date: 03/31/2024Address 8884 Jurupa RoadPhone (619) 278-8824City Jurupa Valley State CA Zip Code 92509Fax (619) 278-8761

"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 Michio Marcus Ohno

Print Name

Chief Operating Officer/
Treasurer

Signature and Title

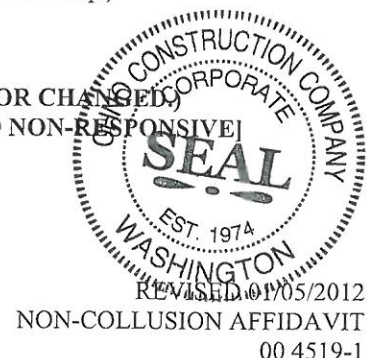
(Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)

Dated this 19th day of January 20 23

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

END OF DOCUMENT

SYNTHETIC TURF REPLACEMENT
CARSON HIGH SCHOOL
BEST VALUE



00 4519-1

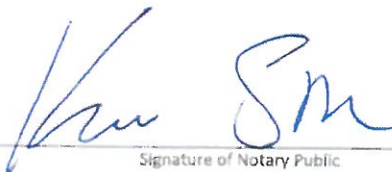
Jurat

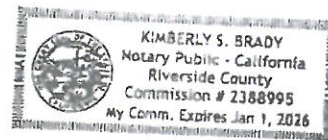
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me this 19th day of January, 2023 by Michio Marcus Ohno, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The wording of all Jurats completed in California after January, 2015 must be in the form set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a Jurat stamp containing the correct wording or attaching a separate Jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be resigned in front of the notary public during Jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the Jurat process was completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different Jurat form.
 - Additional information is not required but could help to ensure this Jurat is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

Carson High School Bid
Non-Collusion Affidavit

Number of Pages 1 Document Date 1/19/23

Example of an oath or affirmation to be asked by the notary prior to signing:

"Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?"
(The affiant must reply affirmatively.)

Consent in Lieu of Special Meeting of Directors

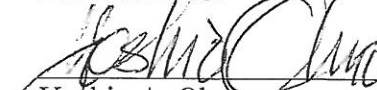
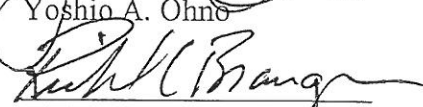
In accordance with the provisions of the Washington Business Corporation Act for unanimous consent of the directors in lieu of meetings, and for waiver of notice thereof, the undersigned, being all the directors of Ohno Construction Company hereby, expressly in lieu of a special meeting of directors, consent to and approve the resolutions set forth below.

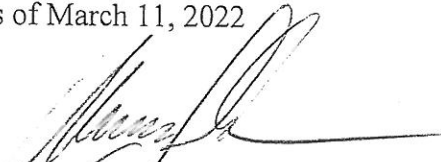

RESOLVED, That the following persons are authorized to sign contracts on behalf of the Corporation:

Yoshio A. Ohno, President
Richard L. Brangwin, Vice President
Michio Marcus Ohno, Chief Operating Officer / Treasurer
Barbara Ohno, Secretary
Sidney Fontenot, Director of Estimating
Tyler Britz, Senior Project Manager / Assistant Vice President

SIGNED AND DATED as of March 11, 2022

DIRECTORS:


Yoshio A. Ohno

Richard L. Brangwin


Michio Marcus Ohno

Barbara Ohno

Certified to be a true copy of a resolution duly adopted by the Board of Directors of Ohno Construction Company:


Barbara Ohno, Corporate Secretary

Corporate Seal

Date: 3/11/2022



DOCUMENT 00 6113
PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and OHNO CONSTRUCTION COMPANY

hereinafter called the CONTRACTOR, have entered into a Contract

for: SYNTHETIC TURF REPLACEMENT (PSA) AT CARSON HIGH SCHOOL 208341

Contract Amount: ONE MILLION NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$1,965,000.00)

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, Travelers Casualty and Surety Company of America 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 Contract Amount. 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 9550 *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 9100 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 6th day of February 20 23

CONTRACTOR/PRINCIPAL
OHNO CONSTRUCTION COMPANY

By MARCUS OHNO Title CHIEF OPERATING OFFICER / TREASURER

Surety Name Travelers Casualty and Surety Company of America

Address of Surety One Tower Square
Hartford, CT 06183

Telephone Number (860)277-0111

Bond Number 107745190

By J. S. Kuich
Attorney-in-Fact: Jim S. Kuich

Address PO Box 3018, Bothell, WA 98041-3018

Telephone Number (425)489-4500

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 Amount.

Conny B. McCormack, County Clerk

Date _____

By _____
Deputy

#2310013/CV

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

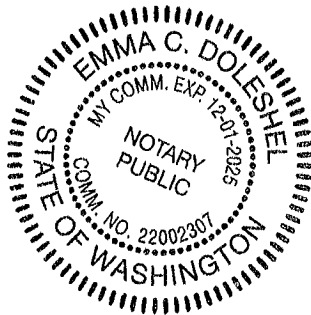
ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 6th day of February, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jim S. Kuich, known to me to be the Attorney-in-fact for Travelers Casualty and Surety Company of America, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Emma C. Doleshel
NOTARY PUBLIC

My commission expires: 12/1/2025





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather L. Allen, Sarah H. Behrens, Emma C. Doleshel, Jim W. Doyle, Natalie C. Chau, Chad M. Epple, Jim S. Kulch, Theresa A. Lamb, Maxwell Martin, Michael A. Murphy, Andy D. Prill, S. M. Scott, and Steve Wagner of Bothell, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **February**, 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF WASHINGTON

COUNTY OF King

On this 6th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michio Marcus Ohno, personally know 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 as COO/Treasurer of Ohno Construction Company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the said instrument and that the seal affixed is the corporate seal of said entity.

Witness my hand and seal the day and year first above written.

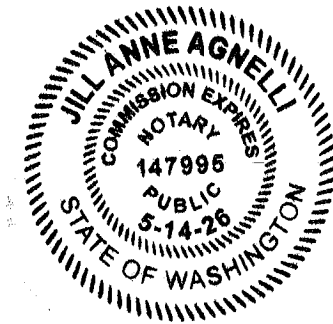
Jill Anne Agnelli

Notary Public residing at 9416 Martin Luther King Jr Way S., Seattle, WA 98118

Printed Name: Jill Anne Agnelli

My Commission Expires:

5-14-2026



DOCUMENT 00 6114
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and OHNO CONSTRUCTION COMPANY

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

denominated as number **2310013**,

described as **SYNTHETIC TURF REPLACEMENT (PSA)** at **CARSON HIGH SCHOOL (208341)**

and is in the Contract Amount of **\$1,965,000.00**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Travelers Casualty and Surety Company of America, 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 **ONE MILLION NINE HUNDRED SIXTY-FIVE THOUSAND Dollars (\$1,965,000.00)**, 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 Contract Amount; 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 Amount 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 Amount 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 Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 6th day of February 20 23

By [Signature] Title CONTRACTOR/PRINCIPAL
OHNO CONSTRUCTION COMPANY
By MICHAEL MARCUS OHNO Title CHIEF OPERATING OFFICER / TREASURER

Surety Name <u>Travelers Casualty and Surety Company of America</u>	By <u>[Signature]</u>
Address of Surety <u>One Tower Square</u>	Attorney-in-Fact: <u>Jim S. Kuich</u>
<u>Hartford, CT 06183</u>	Address <u>PO Box 3018, Bothell, WA 98041-3018</u>
Telephone Number <u>(860)277-0111</u>	
Bond Number <u>107745190</u>	Telephone Number <u>(425)489-4500</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 Amount.
Conny B. McCormack, County Clerk	
Date _____	
By _____	Deputy

#2310013/CV

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

SYNTHETIC TURF REPLACEMENT
CARSON HIGH SCHOOL

REVISED 01/05/2012
FAITHFUL PERFORMANCE BOND
00 6114-3

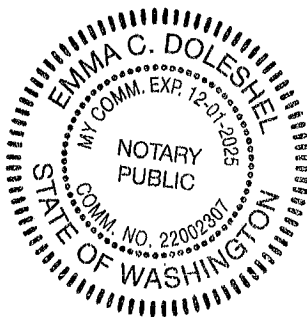
ATTORNEY-IN-FACT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 6th day of February, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jim S. Kuich, known to me to be the Attorney-in-fact for Travelers Casualty and Surety Company of America, whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Emma C. Doleshel
NOTARY PUBLIC

My commission expires: 12/1/2025



TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Heather L. Allen, Sarah H. Behrens, Emma C. Doleshel, Jim W. Doyle, Natalie C. Chau, Chad M. Epple, Jim S. Kulch, Theresa A. Lamb, Maxwell Martin, Michael A. Murphy, Andy D. Prill, S. M. Scott, and Steve Wagner of Bothell, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

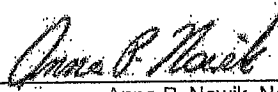
City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

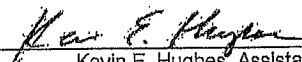
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of February 2023.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF WASHINGTON

COUNTY OF King

On this 6th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michio Marcus Ohno, personally know 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 as COO/Treasurer of Ohno Construction Company, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the said instrument and that the seal affixed is the corporate seal of said entity.

Witness my hand and seal the day and year first above written.

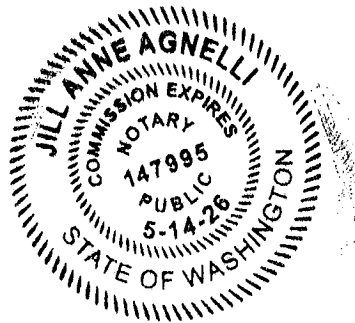
Jill Anne Agnelli

Notary Public residing at 9416 Martin Luther King Jr Way S., Seattle, WA 98118

Printed Name: Jill Anne Agnelli

My Commission Expires:

5-14-2026





- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD, CT 06183

Old Company Names	Effective Date
AETNA CASUALTY & SURETY COMPANY OF AMERICA	07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

[back to top](#)

NAIC Group List

NAIC Group #:	3548	Travelers Grp
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Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY
- TEAM AND VEHICLE
- WORKERS' COMPENSATION

[back to top](#)

CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

FOR MATTERS NOT OTHERWISE COVERED BY THE OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

This is to certify that policies of insurance as described below have been issued to the Insured named below (CONTRACTOR) and are in force for the period indicated for operations in California.

See below for Cancellation Clause.

Name and Address of Insured (Contractor) EAGLE CONTRACTING, INC. 8204 GARFIELD AVENUE BELL GARDENS, CA 90201			Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave. Los Angeles, CA 90017 (Attn: Facilities Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	Starr Indemnity & Liability 1000004991	5/12/2022	5/12/2023	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	Starr Surplus Lines Ins. Co. 1000067794221	5/12/2022	5/12/2023	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Starr Indemnity & Liability 1000685965221	5/12/2022	5/12/2023	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	Starr Surplus Lines Ins. Co. 1000067794221	5/12/2022	5/12/2023	\$5,000,000.00 each Occurrence
Name of school where work is being performed: CARSON HIGH SCHOOL (208341)				

The Comprehensive General Liability policy includes coverage designated below:

- Contractual Assumed Liability, relating to contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER).
- Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- Products Liability or Completed Operations.
- Pollution Liability (including Asbestos) when Named Insured has a contract with the OWNER that involves the removal of these materials.

This certificate of insurance is not an insurance policy and of itself does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any conditions of any contract(s) with respect to which this certificate is issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

THE LIABILITY POLICY(IES) REFERENCED ABOVE HAS/HAVE BEEN ENDORSED TO NAME THE OWNER AS AN ADDITIONAL INSURED AND TO PROVIDE SPECIFICALLY THAT ANY INSURANCE CARRIED BY THE DISTRICT WHICH MAY BE APPLICABLE TO ANY CLAIM OR LOSS RELATING TO CONTRACT(S) BETWEEN CONTRACTOR AND OWNER SHALL BE DEEMED EXCESS AND THE ABOVE CONTRACTOR'S INSURANCE PRIMARY DESPITE ANY CONFLICTING PROVISIONS TO THE CONTRARY WHICH MAY HAVE APPEARED IN THE POLICY(IES) PRIOR TO EXECUTION OF SAID ENDORSEMENT.

CANCELLATION CLAUSE: THE ABOVE-NAMED CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF CANCELLATION OR ANY MATERIAL CHANGE IN THE POLICY.

Dated at:

February 2, 2023

Assured Partners Design Professional Insurance Services, LLC


Insurance Company

3697 Mount Diablo Blvd, Suite 230

Number and Street

Lafayette, CA 94549

City and State

By: (signed) 

Signature of Authorized Representative or Insurer

Christine Silan

Name (typed)

Assured Partners Design Professional Insurance Services, LLC

Organization

3697 Mount Diablo Blvd, Suite 230

Address

Lafayette, CA 94549

Telephone

510-272-1444

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

END OF DOCUMENT

CARSON HIGH SCHOOL (208341)
SYNTHETIC TURF REPLACEMENT
2310013

REVISED 11/16/2015
CERTIFICATE OF INSURANCE
FOR HAZARDOUS MATERIALS
00 6217-1

Vargas, Cynthia

From: WrapX.NoReply <WrapX.NoReply@alliant.com>
Sent: Monday, February 6, 2023 2:02 AM
To: jill@ohnoconstruction.com
Cc: jill@ohnoconstruction.com; Kathleen.Dalessandro@alliant.com; Aguilera, Aristeo; beverly.williams@lausd.net; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie; lourdes.jusay; Castrellon, Maria; Siu, Diane; Worshim-McCloud, Angela; Martinez, Rosario; Takeda, Rosanna; Mangali, Remil
Subject: OCIP IV Projects / 2310013 / Welcome Letter Packet
Attachments: Additional Insured wording for offsite certificates_LAUSD4.pdf; Contractor Certificate_OHNO Construction.pdf

CAUTION: EXTERNAL EMAIL



02/06/2023

Attn: Jill Agnelli
OHNO Construction
9416 Martin Luther King Jr Way S Seattle, WA 98118
Work Location: 8575 - Carson Senior High School

Re: OCIP IV Projects
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2310013
WC Policy Number: WA5-66D-067329-681

Dear Jill Agnelli,

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 2310013. 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 8575 - Carson Senior High School 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.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed. WrapX website: (<https://AlliantWrapx.alliant.com/ContractorPortal>)

You may use the Internet to produce a job site health care provider directory with the most up-to-date information for member health care providers in the Medical Provider Network (MPN) that are closest to your job site!

Go to: <http://www.esis.com/awcmpn>

"If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 700-2168."

Remember: In emergency situations, workers may immediately seek treatment from the nearest facility or provider, regardless as to whether or not it is part of the network.

On behalf of Los Angeles Unified School District we wish you a safe and successful project!
Please call us at (866) 394-7937 if you have any questions or concerns.

Sincerely,
Kathleen Dalessandro
License : OG77261
Email : Kathleen.Dalessandro@alliant.com
Tel : (213) 270-0156

Enclosures: Certificate of Insurance
Additional Insured wording for offsite certificates

This email and its attachments are for the exclusive use of the intended recipients, and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This email may also contain information that is confidential, or otherwise protected from disclosure by contract or law. Any unauthorized use, disclosure, or distribution of this email and its attachments is prohibited. If you are not the intended recipient, let us know by reply email and then destroy all electronic and physical copies of this message and attachments. Nothing in this email or its attachments is intended to be



OHNOCON-01

MMALISCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2023

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

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

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(425) 489-4500	FAX (A/C, No): (425) 485-8489
	E-MAIL ADDRESS:	now.info@hubinternational.com	
INSURED Ohno Construction Company 9416 MLK Jr. Way S. Seattle, WA 98118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : American Guarantee & Liability Insurance Company		26247
	INSURER C : Axis Surplus Insurance Company		26620
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO 5685894-00	12/6/2022	12/6/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP 5559365-00	12/6/2022	12/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	SXS 5559368-00	12/6/2022	12/6/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC555936400	12/6/2022	12/6/2023	<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
C	<input checked="" type="checkbox"/> POLLUTION LIAB.			CM003778-05-2022	12/6/2022	12/6/2023	OCC/AGG: \$ 5,000,000

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

Re: 2310013 / Colin Project #10372133 - Carson High School (208341) - Offsite Operations

Los Angeles Unified School District - Owner Controlled Insurance Program

The Certificate Holder and all contractually required entities (see attached addendum) are granted Additional Insured status on a Primary and Noncontributing basis on the general liability (ISO endorsement CG 20 37 07/04 and CG 20 10 07/04 or their equivalents), Automobile and Excess/umbrella liability policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies. Workers Compensation, General Liability And Excess Coverages Listed Apply Off-Site For All Operations Of The Insured. All Other Coverages Listed Apply On-Site And Off-Site. As per written contract or agreement, the following and their officials, employees and agents and any wholly owned subsidiaries or parent organizations, along with all Enrolled Parties are included as additional insureds: Los Angeles Unified School District, the Board, its officials, employees and agents.

CERTIFICATE HOLDER

CANCELLATION

Los Angeles Unified School District
Procurement Division
333 S. Beaudry Ave, 28th Floor
Los Angeles, CA 90017

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



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5685894-00

Effective Date: 12/06/2022

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph 1.a. above; or

(2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 5685894-00	12/06/2022	12/06/2023	12/06/2022		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage **A**, and for all medical expenses caused by accidents under Section I — Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III — Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 5559365-00

Effective Date: 12/06/2022

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
 - Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions of Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions of Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

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

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

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

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

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

This endorsement, effective on 12/06/2022 at 12:01 A.M. standard time, forms a part of of the

Policy No. WC 5559364-00

Endorsement No.

issued to Zurich American Insurance Company

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

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

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE
REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
WITH THE INSURED, EXECUTED PRIOR TO THE
ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE
PROVIDED UNDER THIS POLICY FOR WORK PERFORMED
BY YOU FOR THAT PERSON AND/OR ORGANIZATION /

Endorsement No. 8

Effective Date: 12/06/2022 @12:01 a.m. Standard Time at the address of the **Named Insured**

Policy Number: CM003778-05-2022

Insured Name: Ohno Construction Company

Issuing Company: AXIS Surplus Insurance Company

Additional (Return) Premium: \$0

If the Endorsement Effective Date is blank, then the effective date of this Endorsement is the Inception Date of the Policy.

ADDITIONAL INSURED (PRIMARY/NON-CONTRIBUTORY) ENDORSEMENT

THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the:

C-PRO PLUS - CONTRACTOR'S PROFESSIONAL AND POLLUTION LIABILITY POLICY WITH SUBGAP INDEMNITY COVERAGE

In consideration of the premium charged, it is agreed that:

The persons or organizations listed below shall be considered an additional **Insureds** under this Policy, but solely as set forth in Section III. DEFINITIONS, Paragraph N.5:

Schedule of Additional Insureds:

As required by written contract in effect prior to any related **Claim**

It is further agreed that for the additional **Insureds** listed in the Schedule of Additional **Insureds** above, Section V. GENERAL CONDITIONS AND LIMITATIONS, Paragraph O. Other Insurance is amended by adding the following:

Solely as respects Coverage B – Contractor's Pollution Liability, this insurance is primary and non-contributory where required by a written contract or written agreement executed prior to the commencement of any associated **Pollution Condition** giving rise to a **Claim** made against an **Insured** designated in the Schedule of Additional **Insureds**. When this insurance is primary and non-contributory, our obligations are not affected by any other insurance carried directly by such additional **Insured** whether it is stated to be primary or excess coverage.

However, regardless of the provisions above, we will not extend any insurance coverage to such an additional **Insured** person or organization:

- (1) That is not available to you under the terms of this Policy; or
- (2) That is broader than required by the written contract or written agreement referred to above.

Nothing in this endorsement shall operate to increase the Limits of Liability of this Policy as shown on the DECLARATIONS.

All other terms and conditions of the Policy shall apply and remain unchanged.



C-Pro Plus

**Contractor's Professional and Pollution Liability Policy
with SubGap Indemnity Coverage**

CLAIMS MADE AND REPORTED COVERAGE

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C-Pro Plus

Contractor's Professional and Pollution Liability Policy with SubGap Indemnity Coverage

THIS POLICY IS WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST YOU AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD OR DURING ANY OPTIONAL TAIL COVERAGE (IF PURCHASED), OR MADE AGAINST YOU DURING THE POLICY PERIOD AND REPORTED TO US IN WRITING DURING THE EXTENDED REPORTING PERIOD (IF APPLICABLE).

THE PAYMENT OF CLAIM EXPENSE REDUCES THE LIMIT OF LIABILITY, AND CLAIM EXPENSE SHALL APPLY TO THE SELF INSURED RETENTION AMOUNT PAYABLE BY YOU.

Please read the entire Policy carefully. Provisions and requirements contained in this Policy specify what is and what is not covered, restrict coverage, and designate your rights and duties.

Throughout this Policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as an **Insured** under this policy. The words "we", "us" and "our" refer to the Company providing this insurance as specified in the Declarations. Words and phrases that appear in **Bold** have special meaning as described in Section III. DEFINITIONS.

In consideration of your payment of premium and in reliance on the statements in the application for this Policy and subject to the Declarations and all other terms of this Policy, including any endorsements hereto, we agree with you as follows:

I. INSURING AGREEMENT

A. Coverages

1. Coverage A - Contractor's Professional Liability

We will pay on your behalf those sums, in excess of the Self Insured Retention and within the applicable Limit of Liability, that you or we are legally obligated to pay as **Damages** or **Claim Expense** because of **Claims** arising out of actual or alleged **Wrongful Acts** that take place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

2. Coverage B - Contractor's Pollution Liability

We will pay on your behalf those sums, in excess of the Self Insured Retention and within the applicable Limit of Liability, that you or we are legally obligated to pay as **Loss, Emergency Response Costs, or Claim Expense** because of **Claims** due to **Pollution Conditions** arising out of **Covered Operations** that take place on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

3. Coverage C - SubGap Indemnity

We will indemnify you for **SubGap Damages** resulting from **SubGap Claims**, in excess of all available **Design Professionals' Insurance** or the Self Insured Retention (SIR) set forth in Item 5 of the Declarations and within the applicable Limit of Liability, provided such **SubGap Claims** arise out of **Professional Services** provided by a **Design Professional** or **Subconsultant** on or after the **Retroactive Date** and prior to the end of the **Policy Period**. You shall take all reasonable actions and pursue all legal options to recover **SubGap Damages** from the **Design Professional** and any available **Design Professionals' Insurance** prior to seeking indemnification from us.

This insurance applies only when prior to the effective date of the first policy issued to you and continuously renewed by us, no principal, partner, director, officer, or any person whose signature appears on any application of yours had knowledge of any act, error, omission, situation or event that could reasonably be expected to result in a **Claim** or **SubGap Claim**. Coverage shall apply to **Claims** or **SubGap Claims** that are (1) first made and reported to us in writing during the **Policy Period** or during any Optional Tail Coverage (if

purchased and as applicable); or (2) first made during the **Policy Period** and reported to us in writing during the Extended Reporting Period (if applicable).

B. Defense and Settlement

1. We will have the right and duty to defend any **Claim** to which this insurance applies, even if the allegations are groundless, false or fraudulent. We also have the right to select counsel to defend such **Claim**.
2. Our right and duty to defend and pay **Damages, Loss, Emergency Response Costs, or Claim Expense** on your behalf ends when the applicable Limit of Liability has been exhausted by payment of **Damages, Loss, Emergency Response Costs or Claim Expense**.
3. We may, at our discretion, investigate and settle a covered **Claim**. If we are willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer and you are not willing to accept such judgment or settlement, our liability for any **Claim Expense, Damages, Loss, or Emergency Response Costs** incurred after we indicate our willingness to accept such judgment or settlement shall be limited to the amount for which we could have resolved the **Claim**. Nothing in this provision will cause our liability to exceed the applicable Limit of Liability set forth in the Declarations..
4. No offer to settle any **Claim** shall be made or accepted by you without our prior written agreement.
5. We have the right but not the duty to participate in the investigation or settlement of any **SubGap Claim** to which this insurance applies.
6. You must not enter into settlement negotiations or settle any **SubGap Claim** with a **Design Professional** without our knowledge and express written consent.
7. We shall have no duty to defend any **Design Professional**, even if the **Design Professionals' Insurance** has been reduced, exhausted, or for any reason is unavailable.

II. COVERAGE EXTENSIONS

A. Supplementary Payments

Except as specifically noted below, payments made under this Section are not subject to the Self Insured Retention and are in addition to the Limit of Liability.

1. Expense Reimbursement

If we request that you attend a deposition, hearing, **Mediation**, arbitration or trial in connection with the defense of a **Claim**, we will reimburse you for your actual loss of earnings and reasonable expenses up to \$500 per day per person, but no more than \$10,000 in total for each **Policy Period**. Reimbursement will be made upon your written request, which shall include documentation adequate to support the expense amount requested.

2. Regulatory Actions Reimbursement

We will reimburse you for legal fees and expenses that you incur with our prior written consent in responding to a regulatory or administrative action brought directly against you by a government agency under the:

- a. Americans with Disabilities Act of 1990 (ADA);
- b. Fair Housing Act (FHA);
- c. Occupational Safety and Health Act (OSHA);

or any similar law or legislation of any state, provided that the regulatory or administrative action:

- a. arises out of **Professional Services**;
- b. is first commenced during the **Policy Period**; and
- c. is reported to us during the **Policy Period** and prior to you incurring any legal fees or expenses.

We will not reimburse you for any fines, taxes, or penalties. The maximum we will pay under this provision is \$25,000 per **Policy Period**. Any additional amounts will be considered **Claim Expense** and will be subject to the Self Insured Retention and will reduce the Limit of Liability. Reimbursement will be made upon your written request, which shall include documentation adequate to support the expense amount requested.

3. **Mediation**

If we and you agree to use **Mediation** to resolve a **Claim**, and we approve of the **Mediation** process and forum in writing prior to such **Mediation**, and if such **Claim** is resolved thereby, the Self Insured Retention stated in the Declarations shall be reduced by 50% for such **Claim**, subject to a maximum reduction of \$25,000.

B. **Pre-Claim Assistance and Circumstance Reporting**

1. **Pre-Claim Assistance**

If you become aware of a **Circumstance** and you give notice to us of such **Circumstance** in accordance with paragraph 2. below, at our sole discretion we may elect to investigate the reported **Circumstance**. Until a **Claim** that arises from the reported **Circumstance** is made, we will be responsible for any costs we incur for the investigation of such **Circumstance**.

2. **Circumstance Reporting**

If during the **Policy Period** you become aware of a **Circumstance** and give notice to us of:

- a. the facts and situation surrounding the **Circumstance**, including any associated actual or alleged **Wrongful Act** or **Pollution Condition**; and
- b. the **Damages, Loss, or Emergency Response Costs** which have or may result from the **Circumstance**; and
- c. how and when you first became aware of the **Circumstance** and any associated actual or alleged **Wrongful Act** or **Pollution Condition**;

then any **Claim** for which coverage is provided by this Policy that may be made arising out of the **Circumstance** shall be deemed for the purposes of this insurance to have been made on the date on which such notice was given to us.

C. **Estates, Heirs, Legal Representation, Assigns, Spouses and Domestic Partners**

The estates, heirs, legal representatives, assigns, spouses and domestic partners of natural person **Insureds** shall be considered **Insureds** under this Policy, but only for **Claims** arising solely out of your **Wrongful Acts** or **Pollution Conditions** covered by this Policy and brought against them in their status as such, and in the case of spouses or domestic partners, out of their ownership interest in property from which the claimant seeks recovery for your **Wrongful Acts** or **Pollution Conditions**. The coverage extension afforded by this subsection does not apply to any **Claim** alleging a wrongful or negligent act, error, or omission by any such estate, heir, legal representative, assign, spouse or domestic partner. All terms and conditions of this Policy applicable to **Damage, Loss and Claim Expense** incurred by such **Insureds** shall apply to loss incurred by such estates, heirs, legal representatives, assigns, spouses or domestic partners.

The term "domestic partner" as used in this subsection shall include any natural person legally qualifying as a domestic partner under applicable state law.

D. **New Subsidiaries**

If, during the **Policy Period**, you directly or indirectly form or acquire any entity in which you own more than fifty percent (50%) of the issued and outstanding voting equity securities; or control voting rights representing the present right to vote for election; or appoint more than fifty percent (50%) of the directors or trustees;

1. Coverage under this Policy shall automatically apply to such entity, but only for **Professional Services** or **Covered Operations** performed after the formation or acquisition date thereof, unless paragraph 2. below applies.
2. If such entity's annual gross revenues exceed ten percent (10%) of your annual gross revenues at the Inception Date of this Policy, the coverage provided in paragraph 1. above shall not extend beyond ninety (90) days from the formation or acquisition date unless paragraph 3. below applies.
3. If you give written notice to us within ninety (90) days of such formation or acquisition and provide all necessary underwriting information we request, and pay any additional premium that we may require, then we may issue an endorsement adding such entity as an **Insured** under this Policy. Unless an

endorsement naming the entity as an **Insured** under this Policy is issued, such entity is not an **Insured** under this Policy.

E. Extended Reporting Period and Optional Tail Coverage

1. Extended Reporting Period

If this Policy is canceled or non-renewed for any reason other than nonpayment of premium or Self Insured Retention, the failure to comply with any term or condition, fraud, or material misrepresentation, you shall be entitled to an Extended Reporting Period of sixty (60) days from the effective date of such cancellation or non-renewal to report **Claims** or **SubGap Claims** first made during the **Policy Period**. This Extended Reporting Period may not be canceled by us, does not require payment of an additional premium and shall be included within the Optional Tail Coverage, if purchased. Coverage for Claims first reported during the Extended Reporting Period shall be excess over any other valid insurance.

2. Optional Tail Coverage

If you do not renew this Policy or if we cancel or refuse to renew this Policy for reasons other than the nonpayment of premium or Self Insured Retention, the failure to comply with any term or condition, fraud, or material misrepresentation, and you do not replace this insurance with other insurance that provides contractor's professional and pollution liability coverage, you shall have the option upon the payment of an additional premium to purchase Optional Tail Coverage, thereby extending the period during which a **Claim** can be made and reported to us.

The premium for the Optional Tail Coverage shall be (1) 100% of the annual premium for twelve (12) months of coverage, (2) 175% for twenty-four (24) months of coverage, or (3) 200% for thirty-six (36) months of coverage. The purchase of Optional Tail Coverage must be endorsed on to this Policy. The Limit of Liability for the Optional Tail Coverage period shall be the same Limit of Liability set forth in Item 3 of the Declarations, and there shall not be an additional Limit of Liability for the Optional Tail Coverage.

Your option to purchase the Optional Tail Coverage shall lapse unless written notice that you are exercising the option, along with payment of the additional premium, is postmarked and mailed within thirty (30) days after the effective date of cancellation or non-renewal. If such notice and the premium are not mailed to us within thirty (30) days, the option to purchase the Optional Tail Coverage lapses and you shall not at a later date be entitled to purchase Optional Tail Coverage.

The premium for the Optional Tail Coverage period shall be deemed fully earned at its inception and not refundable. **Claims** first made during the Optional Tail Coverage shall be deemed to have been made during the **Policy Period**. Optional Tail Coverage shall apply only to **Wrongful Acts** or **Pollution Conditions** that occurred on or after the **Retroactive Date** and prior to the effective date of cancellation or nonrenewal of the Policy.

The Limit of Liability for the Optional Tail Coverage period shall be the same Limit of Liability set forth in Item 3 of the Declarations, and there shall not be an additional Limit of Liability for the Optional Tail Coverage.

III. DEFINITIONS

- A. **Automobile** means a land motor vehicle, van, truck, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- B. **Bodily Injury** means physical injury to the body or sickness or disease sustained by a person, including: death, mental injury, mental anguish, emotional distress, shock or fright, resulting therefrom.
- C. **Circumstance** means any **Wrongful Act**, **Pollution Condition**, incident or event that takes place during the **Policy Period**, and which may reasonably give rise to a **Claim** under this Policy.
- D. **Claim** means any demand, including any suit, received by you, alleging liability or responsibility on your part and seeking: **Damages** arising from a **Wrongful Act**; **Loss**; or **Emergency Response Costs**.
- E. **Claim Expense** means expense incurred by us, or you with our consent, in the investigation, adjustment, negotiation, arbitration, **Mediation** and defense of covered **Claims**, whether paid by us or you with our consent. **Claim Expense** includes:

1. fees charged by a lawyer designated by us or you with our consent ;
2. costs assessed against you in any suit defended by us; and
3. premiums for appeal bonds or bonds to release attachments; however, we have no obligation to furnish these bonds.

Claim Expense does not include:

1. loss of earnings, except as provided in Section II.A.1. of this Policy; and
2. salaries or other compensation paid to any **Insured** or our regular employees or officials.

F. **Cleanup Costs** means reasonable and necessary expenses incurred with our prior written permission for the investigation, removal, and remediation (including the associated monitoring, neutralization, immobilization, testing, treatment, and disposal) of contaminated soil, surface water, groundwater, or other contamination caused by a **Pollution Condition** to the extent:

1. required by **Environmental Laws**, or specifically mandated by court order, the government or any political subdivision of the United States of America or any state or any municipality thereof, or Canada or any province thereof; or
2. actually incurred by the government or any political subdivision of the United States of America or any state or any municipality thereof, or Canada or any province thereof.

Cleanup Costs include **Restoration Costs**.

G. **Construction Manager** means a person or legal entity that provides construction expertise in the form of:

1. recommendations to the owner and design professional(s) during the planning, design, construction and post-construction phases;
2. scheduling of construction; or
3. overall coordination of consultants and contractors during construction.

H. **Covered Operations** means those activities or operations set forth in the application for this coverage that are conducted by you or on your behalf by others for whom you are legally responsible. **Covered Operations** do not include **Professional Services**.

I. **Damages** means:

1. monetary judgments, awards, or settlements to which we consent; and
2. pre-judgment and post-judgment interest and other costs included as part of a judgment, award, or settlement to which we consent.

Damages does not include:

1. fines, penalties, taxes, or the multiple portion of multiplied damages, punitive or exemplary damages;
2. the restitution, return, withdrawal or reduction of fees, profits, commissions or charges for services rendered or offered or any other consideration or expenses paid to you or by you for services or products.

J. **Design Professional** means a person or legal entity qualified by law, specialized knowledge, skill, training, experience, education and licensing to perform **Professional Services**, either in its own capacity or through the services of a **Subconsultant**.

K. **Design Professionals' Insurance** means all professional liability policies insuring **Design Professionals** and **Subconsultants**.

L. **Emergency Response Costs** mean the reasonable and necessary costs incurred by you to avoid, prevent, or contain an imminent and substantial endangerment to the public health or welfare or the environment within the first forty-eight (48) hours of the commencement of a **Pollution Condition**. You must promptly notify us in writing, but no later than five (5) days, after incurring **Emergency Response Costs**.

- M. **Environmental Laws** means any federal, state, provincial or local laws (including, but not limited to statutes, standards, rules, regulations, ordinances, governmental, judicial, or administrative orders and directives) that are applicable to a **Pollution Condition**.
- N. **Insured** means:
1. the **Named Insured**;
 2. your current or former principals, partners, executive officers, directors, stockholders or trustees while acting on your behalf and within the scope of their duties as such;
 3. your current or former employees including leased personnel under your supervision, but only for acts within the scope of their employment or lease agreement;
 4. a retired principal, partner, officer, director or employee, but only while acting within their duties as a consultant for you.
 5. with respect to Coverage B only, **Insured** may also include a client for whom you perform or have performed **Covered Operations**, but only:
 - a. with respect to the client's vicarious tort liability resulting from your **Covered Operations**; and
 - b. when you are required in a written contract or agreement in effect during the **Policy Period** and signed by you prior to commencement of any associated **Pollution Condition**, to include such client as an **Insured**;
 6. a joint venture to which you are a party, but only to the extent the joint venture's legal liability arises out of your performance of **Professional Services** or **Covered Operations** under such joint venture;
- O. **Loss** means a monetary judgment, award or settlement of compensatory damages, arising from **Bodily Injury** or **Property Damage** due to a **Pollution Condition**. **Loss** includes **Cleanup Costs**.
- P. **Mediation** means a formal non-binding process in which a neutral panel or third party assists the parties in resolving their dispute and reaching their own settlement. We may, at our sole option, recognize any process or forum that is presented to us for our approval prior to any **Mediation** taking place, and to which we give our written acceptance.
- Q. **Mold(s)** includes but is not limited to any superficial growth of fungus or spore-producing organism present on any matter, or produced on damp or decaying organic matter or on living organisms, fungi that produce molds, mildew and associated spores and mycotoxins.
- R. **Natural Resource Damage** means the physical injury to, or the destruction of, including the resulting loss of use or loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.), any state or local government, any Native American tribe, or if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.
- S. **Named Insured** means the person or legal entity designated in Item 1. of the Declarations.
- T. **Nuclear Facility** means a site where a nuclear reactor is or was located, or where nuclear or radioactive waste or material is or was disposed, processed, handled or stored.
- U. **Policy Period** means the period set forth in the Declarations, or any shorter period resulting from a termination of this Policy.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including **Mold**, smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, and waste.
- W. **Pollution Condition** means the discharge, dispersal, migration, seepage, release, or escape of any **Pollutant** into or upon land, or any structure on land, the atmosphere, or any watercourse or water body, that arises out of **Covered Operations** and results in **Bodily Injury** or **Property Damage**. A **Pollution Condition** does not include conditions that are naturally present in the environment in the concentration or amounts discovered,

or concentrations that are below maximum contaminant levels or actionable levels fixed by federal and state authorities.

X. **Professional Services** means those services requiring specialized knowledge, skill, training, experience, education or licensing that a person or legal entity is legally qualified to perform for others as a professional in the capacity as:

1. an architect, engineer or designer;
2. a landscape architect, land surveyor or planner;
3. a **Construction Manager**; or
4. an Interior designer/space planner.

Y. **Property Damage** means:

1. physical injury to or destruction of tangible property, including the resulting loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed;
3. **Natural Resource Damage(s)**.

Z. **Restoration Costs** mean reasonable and necessary costs incurred by you with our prior written consent to repair, replace, or restore real or personal property to substantially the same condition as it was prior to being damaged during work performed in the course of incurring **Cleanup Costs** or **Emergency Response Costs**. **Restoration Costs** shall not exceed the value of the property and do not include improvements or betterments.

AA. **Retroactive Date** means the date on or after which any alleged or actual **Wrongful Act** or **Covered Operations** must have taken place in order to be considered for coverage under this Policy, as stated in the Declarations. If none is shown, the **Retroactive Date** will be the effective date of the first policy issued by us to you.

BB. **Subconsultant** means a person or legal entity qualified by law, specialized knowledge, skill, training, experience, education or licensing to perform **Professional Services** and acting under an agreement with a **Design Professional** as a subcontractor at any tier.

CC. **SubGap Claim** means any written demand made by you against a **Design Professional** or **Subconsultant**, seeking **SubGap Damages** and alleging liability, negligence or responsibility on the part of the **Design Professional** or **Subconsultant** in its performance of or failure to perform **Professional Services**.

DD. **SubGap Damages** means the amount you are legally entitled to recover from a **Design Professional** or **Subconsultant** due to a negligent act, error or omission in the **Design Professional's** or **Subconsultant's** performance of or failure to perform **Professional Services**. **SubGap Damages** must be determined by adjudication of a court of competent jurisdiction (except for a judgment by default or consent), an arbitration to which we agree in writing, a settlement to which we agree in writing, or other method of dispute resolution to which we agree in writing.

EE. **Wrongful Act** means a negligent act, error or omission committed by you or any entity for which you are legally liable in the performance of **Professional Services**.

All **Wrongful Acts** that take place on or after the **Retroactive Date** and prior to the end of the **Policy Period** of the last policy we issued to you, and are related by common facts, circumstances, transactions, events and/or decisions shall be treated as one and the same **Wrongful Act**.

IV. EXCLUSIONS

A. This insurance does not apply to, and we shall have no obligation to pay, **Damages, Loss, Emergency Response Costs, SubGap Damages, or Claim Expense** or defend **Claims** involving, caused by, resulting directly or indirectly from, or arising out of any of the following:

1. an act or omission that is dishonest, fraudulent, criminal, malicious or was intentionally committed while knowing it was wrongful, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding, or written admission. You shall reimburse us for any sums paid by us to the extent this exclusion is applicable. This exclusion does not apply to an **Insured** that did not commit, acquiesce or participate in such actions.

2. a **Claim** or **SubGap Claim** made by any **Insured** against any other **Insured**, however, as respects Coverage B – Contractor’s Pollution Liability, this exclusion shall not apply to your client who meets the requirements set forth in Section III. N. 5;
3. a **Claim** made by, or a **SubGap Claim** made against, any individual or entity or its subrogees or assignees:
 - a. that wholly or partially owns, operates or manages you; or
 - b. in which you have an ownership interest in excess of 49 percent; or
 - c. that is controlled, operated or managed by you;
4. actual or alleged wrongful termination, failure to hire, failure to promote, failure to accommodate or discrimination, harassment or retaliation on any basis by you against any past or present employee, officer, or applicant for employment;
5. any obligation for which you or any carrier as your insurer may be liable under any workers' compensation, unemployment compensation, employers liability, disability benefits law or under any similar law;
6. conduct by an individual, or by a corporation, or partnership of which you are a partner, shareholder, director, officer, member or employee, that is not designated in the Declarations or this Policy as an **Insured**;
7. a. your breach, or a breach by any **Design Professional**, of any oral or written contract or agreement, including but not limited to any warranties or guarantees; or
 - b. the tort liability of others assumed by you or the **Design Professional** under any oral or written contract or agreement, including but not limited to hold harmless and indemnification agreements. However, this paragraph 7(b) shall not apply to liability that you or the **Design Professional** would have as a matter of law in the absence of such contract and that arises out of a **Wrongful Act**; or a **Pollution Condition**; or a negligent act, error or omission in a **Design Professional’s** performance of or failure to perform **Professional Services**.
8. the design or manufacture of any goods or products for multiple sale that are sold or supplied by you or a **Design Professional** or **Subconsultant**, or by others under license from you or a **Design Professional** or **Subconsultant**.
9. the cost to repair or replace faulty workmanship, including supervision or approval thereof, performed or failed to have been performed by you or your subcontractors or materials, parts or equipment furnished or supplied by any of the preceding. This exclusion shall not apply to **Claims** arising out of your actions in the capacity of an architect or engineer or a **Construction Manager** having an agency relationship with the project owner.
10. nuclear reaction, radiation, or contamination, under any circumstances and regardless of cause, within or originating from a **Nuclear Facility**;
11. any **Wrongful Act, Claim, Pollution Condition, SubGap Claim**, situation, event, transaction, circumstance or matter for which notice was given by you under any policy of insurance prior to the Inception Date of this Policy; or any **Wrongful Act, Claim, Pollution Condition, SubGap Claim**, situation, event, transaction, circumstance or matter regardless of when occurring that is related to such prior notice.
12. the failure to protect any property or persons, or the preparation or failure to prepare any safety precautions or procedures, in connection with any project, including but not limited to temporary equipment or structures such as cranes, shoring, sheeting, bracing, and scaffolding.
13. your bankruptcy or your advice, procurement, or failure to advise or procure any financing, insurance, suretyship or bond, or your payment of, or failure to pay any sums or money for any project.
14. construction means, methods, or techniques. However, this exclusion shall not apply to Coverage B – Contractors’ Pollution Liability.
15. cost estimates being exceeded. This exclusion shall not apply to those **Damages** which arise out of a **Wrongful Act**.
16. any project that is insured under a project specific professional liability policy.

17. attorneys' fees and other costs and expenses related to your pursuit, investigation, or appeal of a **SubGap Claim**.
 18. any payment, obligation or settlement that has been incurred or reached without our prior express written consent.
- B. We are not obligated to pay **Loss, Emergency Response Costs, or Claim Expense** or defend **Claims** for or arising directly or indirectly out of **Pollution Conditions**:
1. occurring outside of the United States, its territories, possessions, Canada or Mexico;
 2. at any location which is or was at the time of the **Pollution Condition** owned, rented or leased by you;
 3. an incident at any location to which you arrange for, send or have sent materials for treatment, recycling, reclamation, storage or disposal unless endorsed onto this Policy;
 4. involving the ownership, entrustment, maintenance, use, operation, loading or unloading of any **Automobile**, aircraft, watercraft, vessel or rolling stock, beyond the boundaries of the site at which you are performing **Covered Operations** for your client.
- C. We are not obligated to pay **SubGap Damages** arising directly or indirectly out of a default judgment, consent judgment, or any award in any lawsuit or any other proceeding related to a **SubGap Claim** in which any **Design Professional** has failed to appear, plead, answer, respond, defend itself, indemnify you, or otherwise failed to adhere to required procedures such that the **Design Professional's** defense has been compromised. This exclusion shall not apply where you agree to cooperate with us to determine what the **SubGap Damages** would have been had the **Design Professional** not defaulted or otherwise compromised its defense.

V. GENERAL CONDITIONS AND LIMITATIONS

A. Action Against Us

1. With respect to Coverage A – Contractor's Professional Liability and Coverage B – Contractor's Pollution Liability: no action will lie against us unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy by all **Insureds**, and the amount of your obligation to pay **Damages** or **Loss** has been fully determined either by judgment or award against you after actual trial, arbitration, other dispute resolution process, or by written agreement among you, the claimant and us. Any person or organization, or the legal representative thereof, who has secured such judgment, award or written agreement, may sue us to recover under this Policy to the extent of the insurance afforded by this Policy. We will not be liable for any amounts that are not covered by this Policy, or that exceed the remaining applicable Limit of Liability.
2. With respect to Coverage C – SubGap Indemnity: no action will lie against us unless, as a condition precedent thereto, there has been full compliance with all of the terms of this Policy by all **Insureds**, and the amount of the **Design Professionals'** obligation to pay **SubGap Damages** has been fully determined either by judgment or award after actual trial, arbitration, other dispute resolution process, or by written agreement among you, the **Design Professional** and us.
3. No person or organization will have any right under this Policy to join us as a party to any action against you to determine your liability, nor will we be impleaded by you or your legal representative.

B. Assignment

Assignment of any interest under this Policy shall not bind us without our prior express written consent.

C. Audit and Inspection

Solely for our benefit, we may audit or inspect your books, records and operations at any time during the **Policy Period** or within three years after the termination of this Policy, as far as they relate to the subject matter of this Policy. Neither our right to make any inspection or any report thereon shall constitute an undertaking, on behalf of or for the benefit of you or others, to determine or warrant that such operations are safe or in compliance with environmental law or any other law.

D. Authorization

The **Named Insured** shall be responsible for payment of all premiums and Self Insured Retentions. The **Named Insured** shall have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing Optional Tail Coverage. In the event of a disagreement between or among any **Insureds**, the **Named Insured** shall have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

E. Bankruptcy

Your bankruptcy or insolvency will not relieve us of our obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

F. Cancellation and Nonrenewal

1. Cancellation

- a. The **Named Insured** may cancel this Policy by mailing or delivering advance written notice of cancellation to us to the address listed in Item 10. of the Declarations, stating when the cancellation date shall be effective. If no effective date is stated, the effective date of cancellation shall be thirty (30) days after the date of notice. The **Policy Period** will end on that date.
- b. We may cancel this Policy by mailing or delivering to the **Named Insured** written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- c. If this Policy is canceled, we will send the **Named Insured** any premium refund due. If we cancel, the refund will be the pro rata unearned amount of the annual premium. If the **Named Insured** cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the **Named Insured** is not a condition precedent to cancellation.

2. Nonrenewal

We may elect not to renew this Policy by mailing or delivering written notice of nonrenewal to the **Named Insured** at the address stated in Item 1. of the Declarations. We will mail or deliver the notice at least thirty (30) days before the expiration of the **Policy Period**.

3. Notice

We will deliver notice of cancellation or nonrenewal to the **Named Insured** at the address stated in Item 1. of the Declarations. If notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

G. Changes to the Policy

The terms of this Policy shall not be altered or changed except by written endorsement issued by us.

H. Choice of Law and Venue

If a dispute arises over the meaning, interpretation or operation of any term, condition, definition or provision of this Policy, or any obligation arising out of or based on this Policy, you agree with us that the laws of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York, New York. In the event that you agree with us to resolve the dispute by arbitration, the Commercial Arbitration rules of the American Arbitration Association shall apply.

I. Duties in the Event of a **Claim**

1. If a **Claim** is made against any **Insured**, you must:
 - a. immediately record the specifics of the **Claim** or suit and the date received; and

- b. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **Claim** or suit; and
- c. notify us immediately that a **Claim** has been made or suit has been brought; and
- d. promptly provide written notice of the **Claim** or suit.

All notices and information regarding **Claims** shall be sent to us at the address set forth in Item 10 of the Declarations.

2. You and any other involved **Insured** must:

- a. authorize us to obtain records and other information;
 - b. cooperate with us in the investigation or settlement of the **Claim** or defense against the suit; and
 - c. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you and any other involved **Insured** because of injury or damage to which this insurance may also apply.
 - d. advise us about the existence of all other insurance potentially applicable to the occurrence, offense, **Pollution Condition** or **Wrongful Act**; and, promptly provide us with copies of other insurance policies that we request.
 - e. pay your Self Insured Retention when due.
3. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, admit liability, assume any obligation, or incur any expense, other than for first aid and **Emergency Response Expense**, without our consent which shall not be unreasonably withheld.
4. Your knowledge of a **Claim** shall be determined to have occurred when a principal, partner, director, or executive officer of yours or an employee authorized by you to give or receive notice of an occurrence or **Claim** first learned of the **Claim**.

J. Duties in the Event of a **SubGap Claim**

- 1. As a condition precedent to Coverage C – SubGap Indemnity:
 - a. You must notify us of a **SubGap Claim** in writing at the same time that you make such **SubGap Claim** against the **Design Professional**, but such notice must be provided before the expiration of the **Policy Period**, or the Extended Reporting period (if applicable).
 - b. If we elect to participate in the negotiation or settlement of a **SubGap Claim**, you must cooperate with us and authorize us to obtain records and other information.
- 2. You must take all reasonable steps to obtain from any **Design Professional** an assignment of its rights of contribution, recovery or indemnity against other **Design Professionals** and **Subconsultants** that may have liability arising out of the negligent act, error or omission that was the subject of the **SubGap Claim**.

K. Duties in the Event of **Emergency Response Costs**

You shall notify us in writing promptly, but no later than five (5) days after incurring **Emergency Response Costs**. All information related to the cause and location of the **Pollution Condition** involved and a detailed description of the circumstances that triggered the need for your performance of emergency response activities shall be included with notice of incurring **Emergency Response Costs**.

L. Limitation of Liability

With respect to Coverage C – SubGap Indemnity, unless you have received our express written consent, you shall not accept any limitation of liability clause in a contract between you and a **Design Professional**, unless such clause limits the **Design Professional's** liability to an amount equal to or greater than the Minimum **Design Professionals' Insurance** set forth in Item 6. of the Declarations.

M. Limits of Liability and Self Insured Retentions

1. Each Claim Limits of Liability

- a. With respect to Coverage A – Contractor’s Professional Liability: the Each **Claim** Limit of Liability stated in Item 3.a.1. of the Declarations is the most we will pay for **Damages** and **Claim Expense** combined for any one **Claim** made during the **Policy Period** or Optional Tail Coverage (if purchased).
- b. With respect to Coverage B – Contractor’s Pollution Liability: the Each **Claim** Limit of Liability stated in Item 3.b.1 of the Declarations is the most we will pay for **Loss, Emergency Response Costs** and **Claim Expense** combined for any one **Claim** made during the **Policy Period** or Optional Tail Coverage (if purchased).
- c. With respect to Coverage C – SubGap Indemnity: the Each **SubGap Claim** Limit of Liability stated in Item 3.c.1. of the Declarations is the most we will pay for **SubGap Damages** for any one **SubGap Claim** made during the **Policy Period**.

2. Aggregate Limits of Liability Each Policy Period

- a. With respect to Coverage A – Contractor’s Professional Liability and Coverage C – SubGap Indemnity: the Aggregate Limit of Liability stated in Item 3.a.2. of the Declarations is the most we will pay for **Damages, Claim Expense** and **SubGap Damages** combined for all **Claims** and **SubGap Claims** made during the **Policy Period** or Optional Tail Coverage (if purchased).
- b. With respect to Coverage B – Contractor’s Pollution Liability: the Aggregate Limit of Liability stated in Item 3.b.2 of the Declarations is the most we will pay for **Loss, Emergency Response Costs** and **Claim Expense** combined for all **Claims** made during the **Policy Period** or Optional Tail Coverage (if purchased).
- c. The Policy Aggregate Limit of Liability stated in Item 3.d. of the Declarations is the most we will pay for **Damages, Loss, Emergency Response Costs, SubGap Damages** and **Claim Expense** combined for all **Claims** and **SubGap Claims** made during the **Policy Period** or Optional Tail Coverage (if purchased).

3. Self Insured Retentions

- a. With respect to Coverage A – Contractor’s Professional Liability: we shall be liable for only that part of **Damages** and **Claim Expense** covered under this Policy which is excess of the Self Insured Retention set forth in Item 4.a. of the Declarations. Such Self Insured Retention shall be borne by you uninsured and at your own risk and shall apply separately to each **Claim** covered by this Policy. The Self Insured Retention applies to **Damages** and **Claim Expense**.
- b. With respect to Coverage B – Contractor’s Pollution Liability: we shall be liable for only that part of **Loss, Emergency Response Costs** and **Claim Expense** covered under this Policy which is excess of the Self Insured Retention set forth in Item 4.b. of the Declarations. Such Self Insured Retention shall be borne by you, uninsured and at your own risk, and shall apply separately to each Claim covered by this Policy. The Self Insured Retention applies to **Loss, Emergency Response Costs** and **Claim Expense**.
- c. With respect to Coverage C – **SubGap Indemnity**: we shall indemnify you for only that part of **SubGap Damages** covered under this Policy which is excess of all available **Design Professionals’ Insurance**. Our liability shall attach only upon full payment of the available **Design Professionals’ Insurance**. If the **Design Professionals’ Insurance** is unavailable due to exhaustion of its limits or by valid exclusion contained in such **Design Professionals’ Insurance**, then we shall indemnify you for that part of **SubGap Damages** covered under this Policy which is excess of the Self Insured Retention set forth in Item 5. of the Declarations. This Self Insured Retention shall be borne by you uninsured and at your own risk and shall apply separately to each **SubGap Claim** covered by this Policy.

4. Multiple Insureds, Claims, Claimants, Wrongful Acts, Pollution Conditions, and SubGap Claims

Multiple **Insureds, Claims, Claimants, or SubGap Claims** shall not operate to increase our Limits of Liability as stated in Item 3. of the Declarations.

All **Claims** involving the same **Wrongful Act** or **Pollution Conditions** or series of the same or related **Wrongful Acts** or **Pollution Conditions** shall be treated as a single **Claim** subject to one Limit of Liability

and Self Insured Retention. All **Wrongful Acts** or **Pollution Conditions** that take place on or after the **Retroactive Date** and prior to the end of the **Policy Period** of the last policy we issued to you, and are related by common facts, circumstances, transactions, events and/or decisions shall be treated as one and the same **Wrongful Act** or **Pollution Condition**.

All **SubGap Claims** involving the same negligent act, error or omission or series of related negligent acts, errors or omissions in the **Design Professional's** performance of or failure to perform **Professional Services** shall be treated as a single **SubGap Claim** subject to one Limit of Liability and Self Insured Retention.

All such **Claims** or **SubGap Claims**, whenever made, shall be considered first made on the date the earliest of such **Claims** or **SubGap Claims** was first made, regardless of whether such date is before or during the **Policy Period**.

5. Reimbursement

If we have paid any amounts for **Damages, Loss, Emergency Response Costs, Claim Expense, or SubGap Damages** in excess of the Limit of Liability, or if we have paid part or all of any Self-Insured Retention, you shall promptly reimburse us for such amounts upon demand. We will have the right to seek recovery from you for any **Damages, Loss, Emergency Response Costs, Claim Expense, or SubGap Damages** paid by us as a result of any portion of a **Claim** or **SubGap Claim** that is not covered by this Policy.

N. Minimum **Design Professionals' Insurance**

You shall require by written contract that each **Design Professional** carry and provide evidence of **Design Professionals' Insurance** with a minimum limit of liability indicated in Item 6. of the Declarations.

O. Other Insurance

If other collectible insurance applies, the other insurance must pay first and this Policy is excess over such other insurance. However, this Policy will not be excess over other insurance that is specifically written to apply in excess of this Policy.

P. Policy Territory

Coverage under this Policy applies to **Claims** or **SubGap Claims** made in any jurisdiction in the world.

If a **Claim** is made outside the United States of America and its territories and possessions, Puerto Rico or Canada:

1. We shall have the right but not the duty to investigate, defend or settle any such **Claims** brought against you.
2. If we do not exercise such right, you shall, after giving us the notice required by this Policy, arrange for such investigation and defense of the **Claim** as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof as we and you deem expedient;
3. Subject to the terms of this Policy, we will reimburse the **Named Insured** for the reasonable cost of such investigation and defense and the amount of any such settlement or judgment.
4. Such reimbursement shall be made in United States currency at the conversion rate published in *The Wall Street Journal* on the date the judgment is rendered or the date that the amount of the settlement is agreed upon or the date expenditure is made.

Q. Representations

By accepting this Policy, you agree that:

1. the statements made and information contained in the Application and submission for this insurance furnished to us are true, accurate and complete, and are representations that the **Named Insured** made on behalf of all **Insureds**; and
2. we have issued this Policy in reliance upon those representations.

If such representations or such information are not true, accurate and complete, this Policy shall be null and void in its entirety and we shall have no liability hereunder.

R. Severability

Misrepresentations, concealment, breach of condition or violation of any duty under this Policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this Policy.

S. Subrogation and Recovery

In the event of any payment under this Policy, we will be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing to prejudice such rights.

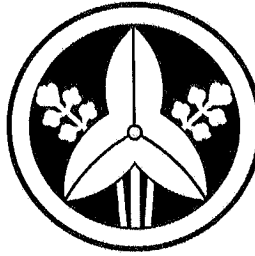
We will have no rights of subrogation against any **Insured** hereunder, or against your clients if prior to the **Claim**, a waiver of subrogation was so required and accepted under a specific written contractual undertaking by you for such client.

Any recoveries shall be applied first to us up to the amount we have paid for **Damages, Loss and Claim Expense**; then, to you as recovery of Self Insured Retention amounts paid as **Damages, Loss and Claim Expense**.

END OF SECTION

Washington

9416 MLK Jr Wy S
Seattle, WA 98118
Bus 206-325-1529
Fax 206 234-8063
mail@ohnoconstruction.com
OHNOCC*254BS

**California**

8884 Jurupa Road
Jurupa Valley, CA 92509
Bus 951-685-5786
Fax 951-361-9402
kim@ohnoconstruction.com
#833470 A, B, C-12, C-27, D-12

OHNO CONSTRUCTION COMPANY

Celebrating Over 50 Years

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

Jan. 31, 2023

Attn: Labor Compliance Department
Email: 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

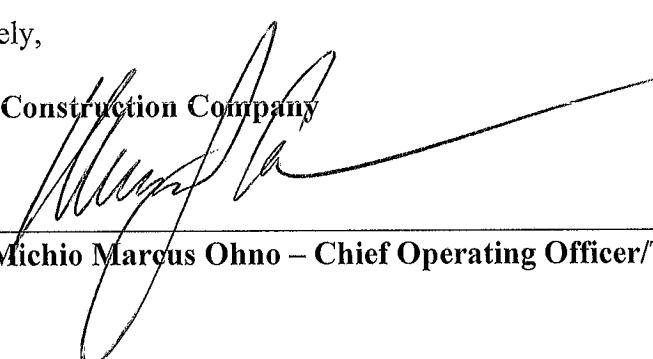
Dear Sir:

This is to confirm that **Ohno Construction Company** 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to **Bid/Contract No. 2310013/Colin Project No. 10372133 – Carson High School (208341) – Synthetic Turf Replacement (PSA)** 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,

Ohno Construction Company

By:


Michio Marcus Ohno – Chief Operating Officer/Treasurer (Authorized Executive)

**EAGLE
CONTRACTING
INCORPORATED**

8204 Garfield Ave.
Bell Gardens, CA 90201

ENVIRONMENTAL REMEDIATION / DEMOLITION SERVICES

February 2, 2023

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Ave. 21st Floor
Los Angeles, CA 90017

Attention: Labor Compliance Department
Email: 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 or Madam:

This is to confirm Eagle Contracting, 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to **Los Angeles Unified School District, Contract No. 2310013 Carson High School (Synthetic Turf Replacement) Project**, 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,

Eagle Contracting, Inc.

Reynaldo Rivera / Office Manager

PHONE # 562-249-8131
LICENSE # 970089

FAX # 562-381-8131
DOSH # 1044



Project Labor Coordinator
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

February 1, 2023

Attn: Labor Compliance Department
Email: 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

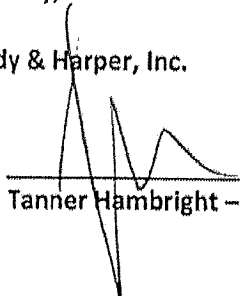
Dear Sir:

This is to confirm that **Hardy & Harper, 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to **Bld/Contract No. 2310013/Colin Project No. 10372133 – Carson High School (208341) – Synthetic Turf Replacement (PSA)** 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,

Hardy & Harper, Inc.

By:


Tanner Hambright – Vice President

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

02/01/2023

Attn: Labor Compliance Department
Email: 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:

This is to confirm that Electro Construction Corp. 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to **Bid/Contract No. 2310013/Colin Project No. 10372133 – Carson High School (208341) – Synthetic Turf Replacement (PSA)** 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,

ELECTRO CONSTRUCTION CORP.

By: 

Kamille Wright, Contract Compliance Administrator

February 1, 2023

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

Attn: Labor Compliance Department
Email: 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:

This is to confirm that Beynon Sports Surfaces, 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to **Bid/Contract No. 2310013/Colin Project No. 10372133 – Carson High School (208341) – Synthetic Turf Replacement (PSA)** 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,

Beynon Sports Surfaces, Inc.

Karol Fair

Digitally signed by Karol Fair
DN: cn=Karol Fair, o, ou,
email=kfair@beynonsports.com, c=US
Date: 2023.02.01 14:35:57 -08'00'

Karol Fair
Director of Operations, SW Region