Los Angeles Unified School District **Procurement Services Division**

ALBERTO M. CARVALHO Superintendent

KARLA ESTRADA Deputy Superintendent of Instruction

PEDRO SALCIDO Deputy Superintendent of Business Services & Operations

DAVID D. HART Chief Business Officer

SUNG YON LEE Deputy Chief Business Officer

> CHRIS MOUNT Chief Procurement Officer

October 5, 2023

EMAILED info@parsarvin.com

PARS ARVIN CONSTRUCTION INC. 6119 TAMPA AVE. TARZANA, CA 91335

NOTICE OF AWARD

Bid No.: 2310034 / Colin Project No. 10370446 / Cost Center 1891401

Project: VERDUGO HILLS HIGH SCHOOL (214205)

Project Description: NEW SCIENCE LAB

Contract Amount: \$10,683,000.00 **Contract Duration:** 593 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on October 5, 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) 241-3087.

Please contact your project Owner Authorized Representative (OAR), STEVEN HOWES, at (323) 945-2437 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 me at cynthia.vargas@lausd.net.

Sincerely,

Cynthia Vargas o LAUSD, ou=PSD - Facilities Ontracts, email=cynthia.vargas.o=LAUSD, ou=PSD - Facilities Contracts, email=cynthia.vargas@lausd.net, c=US Date: 2023.10.05 11:10:38 -07'00'

Digitally signed by Cynthia Vargas

Cynthia Vargas Contract Administration Analyst

c: ROBERT LESTER, RPMD STEVEN HOWES, (OAR) Inspection Section John McEvoy Elvis Tran **Willis Towers Watson** File (Bid No: 2310034) **Existing Facilities** P/S

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 LAUSD/FACILITIES CONTRACTS 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

BID - NOTICE INVITING BIDS Notice Type:

Ad Description:

2310034, Verdugo Hills High School (BV) - New Science Labs (PSA) -10370446

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:

03/15/2023, 03/20/2023

Executed on: 03/20/2023 At Los Angeles, California

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

) Hanklen



DJ#: 3680425

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

SPECIFICATIONS (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: 2310034

New Science Labs (PSA) at Verdugo Hills HS (BV) (10370446). Prime contractor shall hold license in the following classification(s): "B" license required.

Contractor Caused Compensable Delay

(L.D.): \$1,500.00 per calendar day. The District's Contract Bond Estimate is \$7,026,000.00.

\$7,026,000.00.
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 AGREEMENT RFQ DOCUMENTS ARE AVAILABLE FOR DOWNLOAD AT

FOR DOWNLOAD AT https://www.rampla.org/s/.
NON-MANDATORY PRE-PROPOSAL MEETING WILL BE HELD ON WEDNESDAY, MARCH 29, 2023 AT 10:30 A.M. VIA MICROSOFT TEAMS

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, MARCH 29, 2023 IN ORDER TO BE ADDED TO VIDEO MEETING

MEETING. STATEMENT OF QUALIFICATIONS ARE

STATEMENT OF QUALIFICATIONS ARE DUE: APRIL 12, 2023 (WEDNESDAY @ 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 utilizing 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 expectaging the

bid proposal or engage in the performance of any contract unless currently registered with the California Department of Industrial Relations

For Bids with a Mandatory Pre-Proposal Meeting, Bidders who have not signed in on the attendance sheet will not be

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

Section 1/71.5 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,
21° 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

or all proposals or bids, and to waive any informality in any bid. DATED: 03/13/2023
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Procurement Services Division. 3/15, 3/20/23

DJ-3680425#

BID AND ACCEPTANCE FORM

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 Wednesday June 28, 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: VERDUGO HILLS HS NEW SCIENCE LABS (PSA) PROJECT # 10370446

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 Nu

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:

Ten million-six hundred-eighty Three Thousands dollars a (\$10,685,000)

1.06 BID ITEMS N/A

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.

\$6,250 Aluminum Windows

\$12,500 Glazing \$6,250 HVAC

\$10,000 Excavation and Fill

- 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:

ADDENDUM NO. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

REVISED 2/7/2023 BID AND ACCEPTANCE FORM 00 4100-1

Bidder Name: PARS ARVIN CONSTRUCTION, INC.

- 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.
- 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:

<u>VERDUGO HILLS HS – NEW SCIENCE LABS</u>

2310034 - 10370446 / 214205

[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 593 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

ADDENDUM NO. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

REVISED 2/7/2023 BID AND ACCEPTANCE FORM 00 4100-2 The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER

Article 5 - Bonding

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the 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, telecommunication, 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.

Article 9 - Internal Revenue Code Section 179D

For the purposes of this section, the term "CONTRACTOR" shall refer to the Architect-Engineer or other entity with whom the OWNER has entered into the Contract and that would qualify as the entity primarily responsible for designing certain energy efficient improvements for property owned by a Federal, State, or local government or a political subdivision as defined by Internal Revenue Code Section 179D, as amended ("Section 179D").

If this contract pertains to a project that includes energy-efficiency improvements to (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR qualifies as a "Designer" of these improvements, CONTRACTOR may opt to be treated as the taxpayer for the purposes of Section 179D, and if so, shall coordinate the allocation of that deduction as follows:

ADDENDUM NO. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

REVISED 2/7/2023 BID AND ACCEPTANCE FORM 00 4100-3

- 1. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.
- 2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.
- 3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.
- 4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.
- 5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)
- 6. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.
- 7. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction. If this contract pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

	BID DATE: June 28th	_, 20 <u>23</u>
Ву	PARS ARVIN CONSTRUCTION, INC. (Firm Name as it appears on Contractor's State Licens	e) (SEAL)
	(Authorized person to sign bid – print name)	
	(Signature of authorized person to sign bid)	
Busine	ess Address: 6119 TAMPA AVE TARZANA CA,91335	

ADDENDUM NO. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

Phone No. (818)591-0922	
Fax No	
Email Addressinfo@parsarvin.com	

ADDENDUM NO. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

REVISED 2/7/2023 BID AND ACCEPTANCE FORM 00 4100-5

FOR FC USE ONLY

Contract Number 2310034

with Plans with Specs

1.10 ACCEPTANCE

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

PARS ARVIN CONSTRUCTION INC
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }
, a <u>corporation</u>
{sole ownership, partnership, corporation, joint venture, or other}
This Contract is for the purpose of constructing that Project identified as <u>VERDUGO HILLS HIGH</u> <u>SCHOOL</u> and commonly referred to as <u>NEW SCIENCE LABS</u> .
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 10 - 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 Ten million six hundred eighty-three thousand dollars
(To be filled in by OWNER / Office of Facilities Contracts)
(\$10,683,000.00), 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.
10/5/2023
Executed on
(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 DISTRICTDocuSigned by:
LOS ANGELES UNIFIED SCHOOL DISTRICT
By: — ODC65969FCAE433
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. 004 NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE

REVISED 2/7/2023 BID AND ACCEPTANCE FORM 00 4100-6

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.
	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&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. <u>Contractor</u>. 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. <u>Subcontracts</u>. 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. <u>Breach</u>. 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.

X

- B. <u>Violation</u>; <u>liability for unpaid wages</u>; <u>liquidated damages</u>. 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. <u>Subcontracts</u>. 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. <u>Funding Agreement Definition</u>. 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 <u>not</u> 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.

Signed:	Jun .	Signed:	Docusigned by: Christopher Mount ODC65969FCAE433
Name:	SHAHRIAR ROSTAMI	Name:	CHRIS MOUNT
Title:	PRESIDENT	Title:	CHIEF PROCUREMENT OFFICER
Date:	06/28/2023	Date:	10/5/2023
		(RV	10/4/2023
		gw gw	10/4/2023
		Str	10/5/2023

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,_	PARS ARVIN CONSTRUCTION, INC.	, certifies or	affirms the truthfulness and
accuracy of each	statement of its certification and d	lisclosure, if any.	In addition, the Contractor
understands and	agrees that the provisions of 31 U	S.C. Chap. 38, A	dministrative Remedies for
False Claims and	Statements, apply to this certificat	ion and disclosure	e, if any.
Signature of Con	tractor's Authorized Official		
SHAHRIAR ROSTAN	Al .		
Name and Title o	of Contractor's Authorized Official		
Date 06/28/202	3	_	

The Contractor, PARS ARVIN CONSTRUCTION, INC.

			DOCUMENT 00	4313	
	NVA		BID SECURITY F	ORM	
Bond Numbe	erN/A	United State Fir	e Insurance Compa	any	Surety
		Pars Arvin Constru	iction, Inc.		Bidder
THE LOS A	NGELES UNIF	TED SCHOOL DISTRIC	Γ, acting by and thro	igh its BOARD OF EDUCATION OF THE	CITY
OF LOS AN	GELES			OWNER/Obligee	
TEN PERCE	ENT (10%) OF	THE AMOUNT OF THE	BASE BID ATTAC	HED	Amount of Bone
Date of Bid (Project Num	ription: New Sc Opening: June ber(s): 1037044 nber: 2310034	26, 2023			
WHEREAS, th	e bidder is herewi	ith submitting to OWNER the	above described bid, w	nich is attached hereto and made part thereof.	
NOW, THERE of the United S	FORE, the Surety states, for which p	and the bidder are firmly held ayment we bind ourselves, or	d and bound, jointly and ur heirs, executors, adm	severally, to OWNER in the amount set forth above inistrators, and assigns, jointly and severally, by the	e, lawful money ese presents.
the terms, cond and shall furnis this obligation	ditions, and obliga sh bond(s) as requ shall be void; othe	ations to be kept and performed uired by the contract and specified by the contract and specified in the contract and specifie	ed on the part of the bid cifications, or the call for rce and effect for a mini	r by OWNER, and if the bidder shall well, truly and der, and shall within the required time enter into a vibids, or by law, with a surety acceptable to OWNE mum period of 60 days from the date of the bid, or	written contract ER, then
be sustained b	y OWNER if the b	of money set forth above sha pidder fails to execute a writte s to be kept and performed or	n contract, or fails to se	t shall not be considered a limitation upon, any dar cure the necessary bond(s), or fails to comply with	nages which may all the
money set fortl	h above. In additi	's liability claimable and recover to the liability of the Surety and costs, even if such amou	under this bond, the C	ment shall be and hereby is expressly limited to the ourt shall award to the prevailing party in any suit but um of this bond.	e amount of prought on this
Dated this	18th	_ day of May	20 23	ACKNOWLEDGMENT BY AN ATTORN	IEY-IN-FACT
	Pars An	vin Construction, Inc.		State of	
		BIDDER		County of	ss —
By (signed) _	Si	gnature of Authorized Person	<u> </u>	On	, before me
Title		President		,	a Notary Public
		*		Personally appeared	
				Personally known to me (or proved to no of satisfactory evidence) to be the personal to b	
	United States	Fire Insurance Compar	ıy	is subscribed to this instrument and ackn	owledged to
By (signed) _	Cyne	SURETY Signature of Attorney-In-Face	Cynthia J. Young	me that he/she executed the same in his/ capacity, and that by his/her signature on the person, or the entity upon behalf of whic acted, executed the instrument. WITNESS my hand and official seal.	the instrument h the person
Address	305 Madiso	n Avenue			(Notary Seal)
 City, State	Morristown,	New Jersey 07960		_	
Telephone _	973-490-660	00			
	ATTACH (CERTIFIED COPY OF PO	WER OF ATTORNE	Signature of Notary Y AND ALL-PURPOSE ACKNOWLEDGME	ENT.
[lf y		(THIS DOCUMENT 9	<u>CANNOT</u> BE ALTER	ED, MODIFIED, OR CHANGED.) ubmit this form shall render your bid non-	
NEW SC	IENCE LABS		END OF DOCU	REVISED 0	1/05/2012

VERDUGO HILLS HS BEST VALUE BID SECURITY FORM 00 4313-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California SS. County of San Bernardino MAY 1 8 2023 before me, Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public") Cynthia J. Young personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity. and that by her signature on the instrument the person, or the entity upon behalf of which the person Rebecca Elizabeth Adcock acted, executed the instrument. COMMISSION # 2327252 NOTARY PUBLIC - CALIFORNIA AN BERNARDINO COUNTY I certify under PENALTY OF PERJURY under the laws of My Comm. Expires: 3-May-2024 the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary Public **OPTIONAL** Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document:_____ Number of Pages: _____ Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: THUMBPRIN1 Top of thumb here ☐ Individual □ Corporate Officer Title □ Partner -- □ Limited □ General ☐ Attorney-in-Fact □ Trustee ☐ Guardian or Conservator Other: Signer is Representing:

STATE OF CALIFORNIA **DEPARTMENT OF INSURANCE** Nº 07812

SAN FRANCISCO

Certificate of Authority

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

United States Fire Insurance Company

of Wilmington, Delaware , organized under the
laws of Delaware , subject to its Articles of Incorporation or
$other fundamental\ organizational\ documents,\ is\ hereby\ authorized\ to\ transact\ within\ the\ State,\ subject\ to$
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the

	day ofD	ecember	, <u>2003</u> , I ha	ve hereunto
	set my hand ar	nd caused my o	fficial seal to be affixe	d this
_MMM44	31st	day of	December	2003
5 3520				
4.			Jobn	Garamendi
THE RESERVED			Instivence	e Compressioner
	_		N	THAD

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

for Ida Zodrow 108

NOTICE:

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

03131

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

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

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

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

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

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

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

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

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey County of Morris }

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

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4772025

Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18th day of May 2023



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: PARS ARVIN CONSTRUCTION, INC

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- Bidder shall list only one subcontractor for each portion of the Work. Bidders should note that the OWNER's C. 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.
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TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE)
Demo/Abatement	EAGLE CONTRACTING, INC	970089	1000001143	Bell Gardens/CA
Acoustical Ceiling	JHN INC dba COUSTIC-GLO	585006	1000004348	Simi Valley/CA
Asphalt/Seal/Striping	EL CAMINO ASPHALT PAVING COR	P . 799983	1000026445	Orange/CA
Lab Equipment/Casev	vork H2l Group, Inc.	1060739	1000537618	Newbury Park/CA
Strutural Concrete/Rebar/Form	COAN CONSTRUCTION CO., INC.	419686	1000011697	Pomona/CA
Site Concrete/Rebar/Form	A&S CEMENT CONTRACTORS, INC	. 467407	1000003777	Stanton/CA

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END OF DOCUMENT

NEW SCIENCE LABS VERDUGO HILLS HS BEST VALUE REVISED 12/12/2019 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 4336-1

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: PARS ARVIN CONSTRUCTION, INC

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C., Bidder shall list only one subcontractor for each portion of the Work. 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.
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Door, Frame and Hardware	WALTON CONSTRUCTION SPECIALTIES	714421	1000025463	San Gabriel/CA
Light Pole Installation	ELECTRO CONSTRUCTION CORPORATION	95881	1000004159	Altadena/CA
Low Voltage	TELENET VOIP, INC.	647808	1000003189	El Segundo/CA
Fire Alarm	JAM FIRE PROTECTION INC.	791060	1000005174	Monrovia/CA
Framing, Drywall, Lath, Plas	ter SCHMITT CONTRACTING INC	913382	1000025179	Brea/CA
Fire Protection	COSCO FIRE PROTECTION INC	577621	1000002305	San Juan Capistrano/CA
Flooring/Mosaic Tile	MIKES CUSTOM FLOORING INC	426696	1000017563	Redlands/CA

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HVAC	KEY AIR CONDITIONING CONTRACTORS, INC	668439	1000004214	Santa FE Springs/CA
Chain Link Gate and Fer	ce Troy's Ornamental Iron Craft	945177	1000412581	Stanton/CA
Landscape/Irrigation	SALAZAR LANDSCAPING	1000327	1000064302	Lynwood/CA
Masonry/Paver	FRANK S. SMITH MASONRY, INC.	263226	1000004318	Pomona/CA
Metal Deck	ECKLES CONSTRUCTION, INC.	312536	1000003773	Huntington Beach/CA
Structural&Misc. Stee	I_TRUSSWORKS INTERNATIONAL,	INC 1018654	1000052360	Pomona/CA

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Paint	BORBON INC.	351557	1000002552	Anaheim/CA
Partition & Accessorie	ES PENNER PARTITIONS INC.	924223	1000004040	Anaheim/CA
Plumbing/Site Utilities/Bl	dg SHACK PLUMBING	1001655	1000029493	Santa Monica/CA
Roof, Sheet Metal&Flashing	DANNY LETNER, INC DBA LETNER ROOFING	689961	1000002763	Orange/CA
Window and Glazing	HUNTINGTON GLAZING, INC.	481983	1000006329	Los Angeles/CA

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Signag e	BRAILLE SIGNS, INC	682485	1000007239	Santa Ana/CA
Marker Board	ABC School Equipment	267316	1000001620	Corona/CA
Ceramic Tile	CONTINENTAL MARBLE AND TILE COMPANY	394	1000002594	Corona/CA
Surveying	On-Point Land Surveying	LS 8133	1000003100	Redlands/CA

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00 4336-1

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

1.01	DVBE	EREQUIREMENTS	Bidder Name:	PARS ARVIN CONSTRUCTION, INC.
	A.	In accordance with the Education Code Section 1707 for Disabled Veteran Business Enterprise (DVBE), p allocated to the District by the State Allocation Board Act of 1998, the District requires bidders to submit D goal will be included in each Contract entered into re whole or in part with funds allocated to the District b F. Greene School Facilities Act of 1998.	er year, of the overall do I pursuant to the Leroy I VBE information as set lated to construction or	ollar amount of funds F. Greene School Facilities forth in this section. This modernization funded in
	В.	To identify certified DVBE participants, you may con	nsult the Office of Small	Business and Disabled

Veteran Business Enterprise Services (OSDS) website at https://caleprocure.ca.gov/pages/sbdvbeindex.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/smallbusiness/sbe-certification.

NAME OF FIRM / LOCATION (CITY/STATE) / TELEPHONE	
LIST DVBE SUBCONTRACTORS/SUPPLIERS YOUR FIRM WILL USE AS PART OF T If your firm is a DVBE, please list value of work that will be self-performed. For each firm copy of the DVBE certification with the bid submittal. Certification from either the State of	listed, include a
Department of General Services (DGS) or LAUSD will be accepted at the time of bid. How certification from DGS is provided, the most qualified bidder must also provide an LAUSI to issuance of the Notice of Intent to Award. It is the responsibility of the Prime contractor subcontractors/suppliers register to become LAUSD certified prior to award. Please have a subcontractors/suppliers utilize the following link to access the online registration: http://www.laschools.org/new-site/small-business/sbe-certification .	vever, if bidder's D certificate prior · to ensure that its all
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No DVBE utilization (check, if applicable)

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END OF DOCUMENT

CERTIFICATION REQUIREMENTS

4 0 4	CHINATED A F	
1.01	GENERAL	

Bidder Name: PARS ARVIN CONSTRUCTION, INC.

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

N/A	N/A	N/A
N/A	N/A	N/A

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.

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 <u>estimate</u> 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	\$

INSTRUCTIONS

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

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

• Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list. Bidder should visit https://achieve.lausd.net/Page/14037 for more information.

- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.
- Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work. (See Article 6.48, 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 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.

1.07 DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD A. By signing and submitting this document, bidder certifies: Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and; [] Have, [✔] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects. 1.08 **BIDDER CERTIFICATION** "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under A. the laws of the State of California that the foregoing is true and correct." TARZANA , California. Executed on 06/28/2023 By: __SHAHRIAR ROSTAMI Signature and Title of Bidder Representative

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.)

[FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]

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

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

1.01 **GENERAL** A. The following affidavit is required by Section 7106 of the California Public Contract Code. B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid. C. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the bid being deemed non-responsive. State of California County of LOS ANGELES SHAHRIAR ROSTAMI being first duly sworn, deposes and says that he or she (Name of person signing bid) of ______ pars arvin construction,inc _____ is the party making PRESIDENT the (Title of Signer) (Name of Licensee Bidding) foregoing bid, the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. Bidder Name PARS ARVIN CONSTRUCTION, INC. Check One: Name as it appears on Contractor's State License Sole Ownership IRS Employers Identification Number: _____ 95-4880908 Partnership Contractor's State License: 804404 B & C10 Number Classification(s) Corporation Name of License Holder: SHAHRIAR ROSTAMI Other Expiration Date: FEBRURY/29/2024 Address 6119 TAMPA AVE Phone (818) 591-0922

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

By SHAHRIAR ROSTAMI

Print Name

PRESIDENT

Signature and Title

Fax (818)591-0923

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

_____ State **CA** Zip Code **91335**

Dated this 28th day of JUNE 20 23

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

END OF DOCUMENT

NEW SCIENCE LABS VERDUGO HILLS HS **BET VALUE**

REVISED 01/05/2012 NON-COLLUSION AFFIDAVIT 00 4519-1



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

MARK HOVATTER

Chief Facilities Executive

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and **Procurement Services**

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small **Business**

02/28/2023

PARS ARVIN CONSTRUCTION, INC. 6119 TAMPA AVENUE TARZANA, CA 91335

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

Thank you for submitting your certification application to the Los Angeles Unified School District (LAUSD) for the following:

Small Business Enterprise

Based on the information that was provided, your company has been approved for the following:

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	236220	02/28/2023	02/28/2026
Small Business Enterprise	238210	02/28/2023	02/28/2026

LAUSD is pleased to issue this certificate subject to the following conditions:

In order for your participation to be counted as a Small Business, Micro Business, or Veteran/Disabled Veteran Business Enterprise, you must maintain a current certification with LAUSD. Prior to the expiration date referenced above, you must reapply for certification with LAUSD by visiting the Supplier Portal at https://vendors.lausd.net.

LAUSD reserves the right to withdraw this certification if at any time it is determined that certification was obtained by knowingly providing false or misleading information. LAUSD reserves the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, LAUSD may, at its sole discretion, disqualify said firm from participation in any LAUSD contract for a period of up to five years.

Changes to your business status that may impact your certification(s) must be reported as soon as possible. You are required to notify the LAUSD Small Business Program office or Vendor Services (VSU) of any changes impacting your certification eligibility. You may also contact VSU for assistance with Supplier Portal login credentials (username/password) or your SAP vendor number

Small Business Program office: (213) 241-1340

Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900007065.

Sincerely,

Lorena Padilla-Melendez

Director of Community Relations and Small Business

Bond Number: 6131034306
Premium: \$64,592.00
Premium is for the contract term and subject to adjustment based on the final contract price.

DOCUMENT 00 6114 PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and PARS ARVIN CONSTRUCTION, INC.

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

denominated as number 2310034,

described as NEW SCIENCE LABS (PSA) at VERDUGO HILLS HS (214205)

and is in the Contract Amount of \$10,683,000.00,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and <u>United States Fire Insurance Company</u>, 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 **TEN MILLION SIX HUNDRED EIGHTY-THREE THOUSAND** Dollars (\$10,683,000.00), 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

NEW SCIENCE LABS VERDUGO HILLS HS REVISED 01/05/2012 FAITHFUL PERFORMANCE BOND 00 6114-1 (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 28th day of September CONTRACTOR/PRINCIPAL PARS ARVIN CONSTRUCTION, INC. Title Shahriar Rostami, President Surety Name United States Fire Insurance Company Address of Surety 305 Madison Ave Attorney-in-Fact : Cynthia J. Young Address 685 E. Carnegie Dr., Ste. 26 Morristown, NJ 07962 Telephone Number 973-490-6600 San Bernardino, CA 92408 Bond Number 6131034306 Telephone Number _909-886-9861 The OWNER will obtain the following certification: CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE I hereby certify: That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that 1. such authority is in full force and effect. 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 Deputy

#2310034/CV

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

NEW SCIENCE LABS VERDUGO HILLS HS REVISED 01/05/2012 FAITHFUL PERFORMANCE BOND 00 6114-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

A notary public or other 05		CIVIL CODE 1189
A notary public or other officer completing document to which this certificate is attacked.	ng this certificate verifies only the identi- thed and not the truthfulness, accuracy, o	ty of the individual who signed the or validity of that document.
State of California)	
County of San Bernardino)	
On <u>SEP 2 8 7023</u> before m	e, Vanessa Copeland	, Notary Public,
personally appeared	Cynthia J. Young Name(s) of Signer(s)	, with a tollo,
who proved to me on the basis of satisfa- within instrument and acknowledged t capacity(ies), and that by his/her/their si which the person(s) acted, executed the in	ignature(s) on the instrument the para	
WANESSA COPELAND Notary Public - California Orange County Commission # 2424393 My Comm, Expires Oct 31, 2026	laws of the State paragraph is true a	ENALTY OF PERJURY under the of California that the foregoin and correct. and and official seal.
Place Notary Seal Above	V ,2	Ignature of Notary Public
and could present fraud Description of Attached Document	equired by law, it may prove valuable to pedulent and reattachment of this form to and	ersons relying on the document ther document.
The or rate of Bootiment.		
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Signer(s) Other Than Named Above:	Number of Page	s:
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Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Cynthia J. Young	Number of Page Capacity(ies) Clair	med by Signer(s)
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Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact	Capacity(ies) Clai Signer's Name: Individual Corporate Office	imed by Signer(s) cer – Title(s):
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact Trustee	Capacity(ies) Clai Signer's Name: Individual Corporate Offic Partner:	imed by Signer(s) cer – Title(s):
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact Trustee Guardian or Conservator	Capacity(ies) Clai Signer's Name: Individual Corporate Offic Partner: Lim Attorney in Fac	imed by Signer(s) cer – Title(s): ited
Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact Trustee	Capacity(ies) Clai Signer's Name: Individual Corporate Offic Partner: Lim Attorney in Fac	imed by Signer(s) cer – Title(s): ited

STATE OF CALIFORNIA DEPARTMENT OF INSURANCE SAN FRANCISCO

Nº 07812

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,
United States Fire Insurance Company

, organized under the	Wilmington, Delaware	of
, subject to its Articles of Incorporation or	Delaware	laws of
ereby authorized to transact within the State, subject to	nental organizational documents, is l	other funda
asses of insurance: Fire, Marine,	s of this Certificate, the following cl	all provisio
Liability, Workers' Compensation,	isability, Plate Glass,	Surety,
and Machinery, Burglary, Credit,	crier Liäbility, Boiler	Common C
mobile, Aircraft, and Miscellaneous	, Team and Vehicle, Auto	Sprinkle
ned in the Insurance Laws of the State of California.	ses are now <u>or</u> may hereafter be defi	as such cla
ed upon the holder hereof now and hereafter being in	ERTIFICATE is expressly condition	THIS
ty, of the applicable laws and lawful requirements made	ice with all, and not in violation of a	full compli
rnia as long as such laws or requirements are in effect	ity of the laws of the State of Califo	under auth
nts now are, or may hereafter be changed or amended.	ole, and as such laws and requireme	and applic



Ву

for ida Zodrow Asst. Chief Deputy

NOTICE:

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

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

03131

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

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey}
County of Morris

Matthew E. Lubin, President

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

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa A D'alissio

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of September 20 23



UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

DOCUMENT 00 6113 PAYMENT BOND (LABOR AND MATERIAL)

Bond Number: 6131034306 Premium included in charge for Performance Bond

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and PARS ARVIN CONSTRUCTION, INC.

hereinafter called the CONTRACTOR, have entered into a Contract

NEW SCIENCE LABS (PSA) AT VERDUGO HILLS HIGH SCHOOL (214205)

Contract Amount: TEN MILLION SIX HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$10,683,000.00)

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, United States Fire Insurance Company 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 28th	day of September	20 23
	CONTRACTOR/PRINCIPAL S ARVIN CONSTRUCTION, INC. Title Shahriar Rostami, Preside	ent
Surety Name United States Fire Insurance Comp Address of Surety 305 Madison Ave. Morristown, NJ 07962 Telephone Number 973-490-6600 Bond Number 6131034306	By Cynthes . Attorney-in-Fact: Cynthia Address 685 E. Carnegie D San Bernardino, C. Telephone Number 909-886	r., Ste. 265 A 92048
The OWNER will obtain the following certification: CERTIFICATION BY I hereby certify: 1. That the Surety named above has been certified be such authority is in full force and effect. 2. That there is on file in this office the financial state showing capital and surplus not less than ten time.	atement of the surety for the period endinges the amount of the above Contract Amount.	itted Surety Insurer and that
Date	Conny B. McCormack, County Clerk By	
	Deput	ly

#2310034/CV

A notary public or other officer completing this c document to which this certificate is attached and	pertificate verifies only the identity of the individual who signed the land the truthfulness, accuracy, or validity of that document.
State of California	
County of San Bernardino	
On SEP 2 8 2023 before me,	Vanessa Coneland
personally appeared	Cunthin I Value
Na Na	me(s) of Signer(s)
within institution and acknowledged to me	vidence to be the person(s) whose name(s) is/are subscribed to t that he/she/they executed the same in his/her/their authorize(s) on the instrument the person(s), or the entity upon behalf nt.
VANESSA COPELAND Notary Public - California Grange County Commission # 2424393 My Comm. Expires Oct 31, 2026	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoin paragraph is true and correct. WITNESS my hand and official seal. Signature.
Place Notary Seal Above	Signature of Notary Public
Though the information below is not required and could present fraudulent as Description of Attached Document	by law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Type or Title of Document:	Number of Pages:
Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s)	
• • • •	Capacity(ies) Claimed by Signer(s)
Signer's Name: Cynthia J. Young	Signer's Name:
Signer's Name: Cynthia J. Young Individual Corporate Officer — Title(s):	Signer's Name: Individual
Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s):	Signer's Name: Individual Corporate Officer – Title(s):
Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General	Signer's Name: Individual Corporate Officer – Title(s): Partner: Limited General
Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General	Signer's Name: Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact
Signer's Name: Cynthia J. Young Individual Corporate Officer — Title(s): Partner: Limited General Attorney in Fact Trustee	Signer's Name: Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact Trustee
Signer's Name: Cynthia J. Young Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact	Signer's Name: Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact Trustee Guardian or Conservator

STATE OF CALIFORNIA DEPARTMENT OF INSURANCE SAN FRANCISCO

Nº 07812

Certificate of Authority

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

United States Fire Insurance Company

		3155.775 F V 700
of	Wilmington, Delaware	
laws of	Delaware	, organized under the
other funda		, subject to its Articles of Incorporation or
all provisio	ns of this Certificate the set	s hereby authorized to transact within the State, subject to
M-LINE WATER	or incare, the jouowing	classes of insurance: Fire Manie
surecy,	Disability, Plate Glass,	Liability, Workers' Compensation,
COMMON CE	arrier Liability, Boiler	and Machinery, Burglary, Credit
abrinkler	, Team and Vehicle, Auto	Omobile, Aircraft, and Miscellangova
as such clas	ses are now or may hereafter be def	ined in the Insurance I amount at a
0.0000000000000000000000000000000000000	and the state of t	red upon the holden houses
Jun computat	nce with all, and not in violation of a	ny, of the applicable laws and lawful requirements made
unaer autho	rity of the law of the	The time made

under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

	la.
To the state of	and the same of th

IN WITNESS WHEREOF, effective as of the 31st day of ______ December _____, ____ 2003 ___, I have hereunto set my hand and caused my official seal to be affixed this December . 2003

By

ictoria Ida Zodrow

Qualification with the Secretary of State must be accomplished as required by the Catifornia Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be conditions contained herein.

FORM CB-3

(CO) 05P 00 39301

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

03131

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

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Fifty Million Dollars (\$50,000,000).

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

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

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 60125833 My Commission Expires 4/7/2026

Melissa H. D'Alessio (Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of September 20 23



Mehad C Jay

Michael C. Fay, Senior Vice President



Company Profile

Company Search

Company Search

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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

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Quarterly Statements

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Company Performance & Comparison Data

Company

Enforcement Action

Composite Complaints Studies

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Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

UNITED STATES FIRE INSURANCE COMPANY

305 MADISON AVE MORRISTOWN, NJ 07960-6117

Old Company Names

Effective Date

MJR FIRE INSURANCE COMPANY

12/31/2003

Agent For Service

AMANDA GARCIA

330 N Brand Blvd Ste 700 CA 91203 Glendale

Reference Information

NAIC #:	21113
California Company ID #:	4821-5
Date Authorized in California:	12/31/2003
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: 0158 FAIRFAX FIN GRP

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

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DOCUMENT 00 6217

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 (Contracto	r)		Certificate Hold	er (OWNER)		
EAGLE CONTRACTING, INC.			LOS ANGELES UNIFIED SCHOOL DISTRICT			
8204 GARFIELD AVENUE		333 S. Beaudry Ave. Los Angeles, CA 90017				
BELL GARDENS, CA 90201			(Attn: Facilities Contracts)			
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability		
WORKERS' COMPENSATION	Starr Indemnity & Liability 100000499101	5/12/2023	5/12/2024	Statutory in compliance with the compensation laws of the State of California		
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit	Starr Surplus Lines Ins. Co. 1000067794231	5/12/2023	5/12/2024	\$2,000.000.00 each Occurrence		
(Bodily Injury and/or Property Damage)						
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Starr Indemnity & Liability 1000685965231	5/12/2023	5/12/2024	\$1,000,000.00 each Occurrence		
POLLUTION LIABILITY (Includes Asbestos Abatement)	Starr Surplus Lines Ins. Co. 1000067794231	5/12/2023	5/12/2024	\$5,000,000.00 each		
Name of school where work is being per VERDUGO HILLS HIGH SCHO				: · · · · · · · · · · · · · · · · · · ·		

- Contractual Assumed Liability, relating to contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER).
- b. Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- c. Products Liability or Completed Operations.
- d. 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:		AssuredPartners Design Professional Insurance Services, LLC
	September 27th, 2023	Insurance Company
	,	3697 Mount Diablo Blvd, Suite 230
		Number and Street
•	*	Lafayette, CA 94549
		City and State
		By: (signed) Market
	and the second s	Signature of Authorized Representative or Insurer
		Mandy Guo
		Name (typed)
		Assured Partners Design Professional Insurance Services, LLC
		Organization
		3697 Mount Diablo Blvd, Suite 230
		Address
		Lafayette, CA 94549
		Telephone
		510-272-1402

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

2310034/CV

Vargas, Cynthia

From: Dushyant A. Nihal From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>

Sent: Tuesday, September 26, 2023 8:42 AM

To: Vargas, Cynthia; karla@parsarvin.com; Irene Montes

Subject: Welcome Letter - Contract#: 2310034 on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) -

WC Policy Number: 900 0199406 - #C355018

Attachments: Pars_Arvin_Construction_Inc_OCIP_V_Project_COI_61f90f9d-150b-4ffc-808b-5538403ef869.pdf;

SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Attn: Karla Jimenez

Pars Arvin Construction, Inc.

23283 Ventura Blvd.

Woodland Hills, CA 91364

Parent Contractor Name: Los Angeles Unified School District

Work Location: - 214205 | Verdugo Hills HS

Enrollment Effective Date: 09/22/2023

Dear Karla,

Welcome, you have been enrolled into the LAUSD'S OCIP V for work performed under contract number **2310034**. 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 - 214205 | Verdugo Hills HS 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 WTW ComPAS 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 onsite 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 Xmod.
- Adhere to all Safety Guidelines at all times. Questions Contact John McEvoy, Director of Safety, at (310) 800-5018.

- LAUSD provides program oversight within the Risk Management Division, OCIP Unit. If you have any questions regarding Workers' Compensation claims or reporting procedures please contact Juan Chaidez, WC Claim Processing Supervisor at 213 241 2210. For All other LAUSD OCIP related coverage and Insurance questions contact Aristeo Aguilera, OCIP Coordinator at 213 241 7994.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the WTW ComPAS 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 onsite. 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 Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (https://cp.wtwcompas.com)

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) 7002168. "State you are under ESIS Medical Impact MPN"

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!

Sincerely,

Irene Montes
Willis Towers Watson
333 Bush Street
Suite 400
San Francisco, CA 94104
Email:lausd.ocip@willistowerswatson.com
Ph:(415) 244-9858

Enclosures: Certificate of Insurance Sample Enrolled Parties Certificate



CERTIFICATE OF LIABILITY INSURANCE

9/26/2023

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	Willis Towers Watson 300 South Grand Avenue, Suite 2000 Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	Irene Montes (415) 955-0239 irene.montes@wtwco.com	
			INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A:	Starr Indemnity & Liability	38318
INSURED	12 th grant 2 the Call Management	INSURER B:	Starr Specialty Insurance Company	16109
	Pars Arvin Construction, Inc. 23283 Ventura Blvd.	INSURER C:	Starr Indemnity & Liability Company	
	Woodland Hills, CA 91364	INSURER D:	Endurance Risk Solutions Assurance Company	
	**************************************	INSURER E:	ACE Property & Casualty Insurance Co.	
			Ascot Specialty Insurance Company	

COVERAGES CERTIFICATE NUMBER: LAUSDV - 0000676

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.

TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	INSD	WVD	TOLIOT NOMBER	(MANUSSITIT)	(MANUSOVITTI)	EACH OCCURRENCE DAMAGE TO RENTED	\$	2,000,00
				000026031231 9/22/2023	9/22/2023 5/1/2028	MED EXP (Any one person)	\$	6
	Y	Y	1000026031231			PERSONAL & ADV INJURY	\$	4,000,00
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,00
POLICY X PROJECT LOC						PRODUCTS - COMP/ OP AGG	\$	4,000,00
OTHER							\$	
AUTOMOBILE LIABILITY						(Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTO						BODILT INJURY (Fer accident)	\$	
HIRED NON-OWNED AUTO ONLY						PROPERTY DAMAGE (Per accident)	\$	
		18					\$	
UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,00
X EXCESS LIAB CLAIMS-MADE			1000588359231	9/22/2023	5/1/2028	AGGREGATE	\$	10,000,00
DED RETENTION \$						Prod-Comp/Ops		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTHER		
OFFICER/MEMBER EXCLUDED?	Y	Y	900 0199406	9/22/2023	5/1/2024	a through the entry in	e	4 000 00
(Mandatory in NH) If yes, describe under	1.86			CONTRACTOR SALES	TO CONTRACTOR OF THE PARTY OF T		S	1,000,00
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,00
						30.0		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number 2310034. The coverage is effective from the start date of the contract, 9/22/2023, through the completion of the work onsite, or completion of the project, whichever is first.

Location: 214205 - Verdugo Hills HS

ERTIFICATE HULDER	CANCELLATION
	· I

Los Angeles Unified School District 8625 Rex Road Pico Rivera, CA 90660 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



DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V Project

Insurer	Policy #	Eff.Date	Exp.Date	Limits
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	9/22/2023	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	9/22/2023	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	9/22/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	9/22/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	9/22/2023	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	9/22/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	9/22/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

G

Н

Great American Security Ins. Company -Shepherd Specialty Insurance Services, Inc. -Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE J

COMPANY -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/22/2023

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	Contractors Best Insurance			CONTACT Shilo Losino		
	21200 Oxnard St			PHONE (A/C, No, Ext): (818)667-7656	FAX (A/C, No): (954)200-8733	
245 Woodland Hills	245	CA 91365-	E-MAIL ADDRESS: Shilo@contractorsbestins.com			
	Woodland Hills		INSURER(S) AFFORDING COVERAGE	NAIC#		
	W-1			INSURER A : Allstate Insurance Company	19232	
INSURED	Pars Arvin Construction Inc. 6119 Tampa Ave Tarzana			INSURER B : Evanston Insurance Co	35378	
			INSURER C : STATE COMPENSATION INS FUN	D 35076		
				INSURER D: Western World Insurance Company		
		CA	CA 91335-	INSURER E :		
				INSURER F:		

COVERAGES	CERTIFICATE NOWIDER.	REVISION NUMBER:
THIS IS TO CERTIFY THAT	THE POLICIES OF INSURANCE LISTED BELOW HAVE BE	EN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED. NOTWITHST	ANDING ANY REQUIREMENT, TERM OR CONDITION OF A	NY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE IS	SSUED OR MAY PERTAIN, THE INSURANCE AFFORDER	D BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS
EXCLUSIONS AND COND	TIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BE	EN REDUCED BY PAID CLAIMS.

NSR TR	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
)	X COMMERCIAL GENERAL LIABILITY	x x	NPP8916814		07/14/2024	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
			2			MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
-	X POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
+	OTHER:	-		1		COMBINED SINGLE LIMIT	\$
-	AUTOMOBILE LIABILITY		648916292	12/26/2022	12/26/2023	(Ea accident)	s 1,000,000
-	ANY AUTO					BODILY INJURY (Per person)	\$
-	OWNED X SCHEDULED AUTOS						\$
1	X HIRED X NON-OWNED AUTOS ONLY	D. D			PROPERTY DAMAGE (Per accident)	\$	
+						est consideration with the second	\$
	UMBRELLA LIAB X OCCUR		EZXS3123082	07/14/2023	07/14/2024	EACH OCCURRENCE	s 1,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	s 1,000,000
	DED RETENTION \$						s
	WORKERS COMPENSATION		1677300-2023	01/01/2023 01/01/2024	01/01/2024	X PER OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N					E.L. EACH ACCIDENT	s 1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	*					*	

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

Project: 2310034 (Colin #10370446) - Verdugo Hills High School (Scope ID 2142205) - New Science Lab (PSA) (Cost Center 1891401)

Certificate Holder is Additional insured per attached endorsemement.

CERTIFICATE HOLDER		CANCELLATION	AI 004209	
Los Angeles Unified School Dis Procurement Division 333 S. Beaudry Ave	strict (LAUSD)	SHOULD ANY OF THE ABOVE DESCRIBED POLICE THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS.		
28th Floor Los Angeles	CA 90017-	AUTHORIZED REPRESENTATIVE		



License No. 804404

ATTACHMENT A

LETTER OF ASSENT

September 27, 2023

Project Labor Coordinator Labor Compliance Program/Dept. 333 S. Beaudry Avenue, 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 Rebhabilitiation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir/Madam:

This is to confirm Pars Arvin Construction, Inc. agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement — New school Construction Major Rehabilittion Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to LAUSD Contract No. 2310034 Verdugo Hills HS- Science Labs 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, Sean Rostami

Pars Arvin Construction, Inc.

By: Shahriar Rostami

President

EAGLE CONTRACTING INCORPORATED

8204 Garfield Ave. Bell Gardens, CA 90201

ENVIRONMENTAL REMEDIATION / DEMOLITION SERVICES

September 27, 2023

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

Attention: Labor Compliance Department

Emal: lcp@lausd.net of 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. 2310034 Verdugo Hills HS-Science Labs 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

FAX # 562-381-8131

LICENSE # 970089

DOSH # 1044



950 Enchanted Way, suite 109 Simi Valley, CA 93065 805-306-8000 1-800-COU STIC Fax 805-306-8002 info@cousticglo.net www.cousticglo.net License 585006 (C2 & C33)

DATE 09/25/2023

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

Attention: Labor Compliance Department

Email: lep@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 JHN Inc. dba Coustic-Glo 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 Verdugo Hills High School, New Science Lab - 2310034, 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,

JHN Inc. dba Coustic-Glo

By: Richard Read - CEO



"Let us pave the way for you"

License #799983 (714) 997-9357

LETTER OF ASSENT

10/02/2023

Project Labor Coordinator Labor Compliance Program/Dept. 333 S. Beaudry Avenue, 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 Rebhabilitiation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir/Madam:

This is to confirm El Camino Asphalt Paving Corp., agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New school Construction Major Rehabilittion Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to LAUSD Contract No. 2310034 for the Verdugo Hills High School – New Science Lab (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,

El Caming Asphalt Paving Corp.

By: Harvey Silva, Jr. President/Owner



Letter of Assent

9/28/23

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

Attn: Labor Compliance Department Email lcp@lausd.net

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 <u>H2I Group</u>, <u>Inc.</u> agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabiliatation 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 bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to <u>Verdugo Hills High School</u>, <u>New Science Lab Project #2310034</u>, 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,

H2I Group, Inc.

By: Sue Clineff Vice President





Specialized Concrete Construction

1481 E. Grand Avenue • Pomona, California 91766 (909) 868-6812 • FAX (909) 868-7118

ATTACHMENT A

LETTER OF ASSENT

September 29, 2023

Project Labor Coordinator Labor Compliance Program/Dept. 333 S. Beaudry Avenue, 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 Rebhabilitiation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir/Madam:

This is to confirm Coan Construction Co Inc. agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement — New school Construction Major Rehabilition Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to LAUSD Contract No. 2310034 for the Verdugo Hills High School — New Science Lab (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,

Coan Construction Co Inc.

By: Perry Coan President



ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

September 29, 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:

This is to confirm **A&S** Cement Contractors 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 LAUSD Contract No. 2310034 Verdugo Hills HS, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

A&S Cement Contractors Inc.

Ray Madrigal

President



WALTON CONSTRUCTION SPECIALTIES PO BOX 1441 • SAN GABRIEL, CA • 91778-1441 PH: (626) 201-8000 • FAX: (760) 503-9372 waltondoor@gmail.com • Ca Lic. #: 714421

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

Attention: Labor Compliance Department

Email: lcp@lausd.net Fax (213) 241-8356

Date: September 29, 2023

Re: Project Stabilization Agreement - New School Construction and Major

Rehabilitation Funded by Proposition BB and/or Measure K - Letter of Assent

Dear Madam:

This is to confirm that **Walton Construction Specialties** 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 **LAUSD Contract No 2310034**, **for Verdugo Hill HS (Project #10370446)**, **Science Lab**, 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,

Robert Walton ~ Owner

Walton Construction Specialties

Valour Malter

ATTACHMENT A-LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

September 26, 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:

This is to confirm 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 contract 2310034 - Verdugo Hills High School, 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,

Tona .

Rune A. Jensen

ELECTRO CONTRUCTION CORP.

CEO



Telenet VoIP, Inc.

850 Parkview Drive North, El Segundo, CA 90245
(310) 253-9000 (310) 253-9800 www.TelenetVolP.com
State License # 647808 DIR Registration #1000003189



September 25, 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:

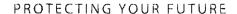
This is to confirm **TELENET VoIP**, **INC**. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement — New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1**, 2003, as such Agreement, may from 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 **LAUSD Contract No. 2310034 Verdugo Hills High School Science Lab (PSA)** 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.

Thank you.

Sincerely,

Diane Goodman

VP of Sales - Public Works





September 27, 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

This is to confirm JAM Corporation 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 Verdugo Hills HS New Lab Science Building, Contract #2310034, Scope #214205, 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,

John Mongillo

President

JAM Corporation



8/08/2023

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:

This is to confirm Schmitt 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 Verdugo Hills High School Science Lab, 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,

Schmitt Contracting, Inc.

Marlyn Schmitt

Marilyn Schmitt

President

By:

Marilyn Schmitt

Schmitt Contracting Inc.



ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

September 28, 2023

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

Attention: Labor Compliance Department

Email: lep a 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 Cosco Fire Protection, 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 2310034 Verdugo Hills HS, 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,

Cosco Fire Protection, Inc.

John Strohecker, Vice President



ATTACHMENT A - LETTER OF ASSENT

9/28/23

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

Attention: Labor Compliance Department

Re: Email: lcp@lausd.net or fax (213) 241-8356

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 **Mike's Custom Flooring, 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 Verdugo Hills HS 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,

Mike's Custom Flooring, Inc.

By: Eric Esparza - CEO



Key Air Conditioning Contractors, Inc.

10905 LAUREL AVENUE · SANTA FE SPRINGS · CALIFORNIA 90670 · (562) 941-2233 · FAX (562) 944-2664

ATTACHMENT A

LETTER OF ASSENT

September 28, 2023

Project Labor Coordinator Labor Compliance Program/Dept. 333 S. Beaudry Avenue, 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/Madam:

This is to confirm **Key Air Conditioning Contractors**, **Inc.** agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New school Construction Major Rehabilittion Funded by Proposition BB and/or Measure K effective **October 1**, **2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant **to LAUSD Contract No. 2310034 for the Verdugo Hills High School** – **New Science Lab (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,

Bob Donat

KEY AIR CONDITIONING CONTRACTORS, INC.

By: Bob Donat Vice President



Troy's Ornamental Iron Craft

www.TroyslronCraft.com

8150 Electric Avenue Stanton, Ca, 9080 Phone: (949) 587-9604 Fax: (949) 587-9648

09/28/2023

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

Attn: Labor Compliance Department

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 **Troy's Ornamental Iron Craft, 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 **LAUSD Contract No 2310034.26** – **Verdugo Hills H.S.** – **New Science Lab (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

Mansour Rad

Owner

Troy's Ornamental Iron Craft Inc.



October 1, 2023

Subject: Letter of Assent

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

To whom it may concern:

Salazar Landscaping 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 LAUSD Contract No.

2310034 for the Verdugo Hills High school New Science Lab, 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,

Jessie Salazae

Jessie Salazar President (310) 529-2291 10423 Atlantic Ave, South Gate Ca 90280

Liceuse number 263226-C-29 Phone: (909) 468-0525 Fax: (909) 468-0534



September 27, 2023

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

Attention: Labor Compliance Department

Email: <u>lcp@lausd.net</u> or fax (213) 241-8356

alama,

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 Frank S. Smith Masonry, 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 LAUSD P.O. No. 2310034 / Verdugo Hills High School, New Science Lab 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,

Frank S. Smith Masonry, Inc.

By: Melinda Curran

Sec/Treas

ECKLES CONSTRUCTION, INC.

8907 WARNER AVE. SUITE 239, HUNTINGTON BEACH, CA 92647 • (714) 843-5831 • FAX (714) 848-1108

09/28/2023

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:

This is to confirm **Eckles Construction Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Verdugo High School/New Lab Bldg. 214205** -Bid#2310034 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,

Brett Eckles, President Eckles Construction Inc.

TWI - TrussWorks International, Inc.



The Leader in Steel Fabrication - Anaheim, CA

AISC Certified LA City Approved Fabricator LEED AP Staff California SBE Certified

September 29, 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.

This is to confirm TrussWorks International, 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 Contract No. 2310034 (P#10370446) Verdugo Hills High School, 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,

TrussWorks International, Inc.

By:

Michael Farrell

President



ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

September 29, 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:

This is to confirm Borbon, 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 [LAUSD Contract No. 2310034 and Verduo Hills HS, 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,

Borbon, Inc

Paul Morales/President



PENNER PARTITIONS, INC.

3501 E. La Palma Ave • Anaheim, CA 92806 Phone: (714) 666-0822 • Fax: (714) 666-8406 Email: Amy@pennerpartitions.com

ATTACHMENT A - LETTER OF ASSENT

September 29, 2023

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

Attention: Labor Compliance Department

Email: Icp@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

Subject: LAUSD Contract # 2310034 – Verdugo Hills High School – Science Lab

To whom it may concern:

This is to confirm that Penner Partitions, 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 LAUSD Contract # 2310034 – Verdugo Hills High School – Science Lab, 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,

Penner Partitions, Inc.

Amy Pineda

CFO

ATTACHMENT A – LETTER OF ASSENT



Shack Plumbing License # 1001655 DIR#1000029493 1527 19TH ST Santa Monica, CA 90404 Phone:(310) 678-2543 Fax: (310) 363-7278

09/29/2023

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

Attn: Labor Compliance Department

Email:lcp@lausd.net, 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 SHACK PLUMBING agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New school Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to LAUSD Contract No. 2310034 for the Verdugo Hills High School – New Science Lab (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,

Shack Plumbing Corporation

Shawn M. Jahromi





Letter of Assent

August 8, 2023

Project Labor Coordinator Labor Compliance Program 333 South Beaudry Ave., 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 <u>Danny Letner Inc.</u>, <u>dba Letner Roofing Company</u> 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 the Company on the Project Pursuant to (LAUSD Contract No. #2310034 /Name of Project: Verdugo Hills HS New Science Lab Building Project) and this Company shall require all of its contractors and 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,

Danny Letner Inc., dba Letner Roofing Company

Stuart Hein, Corporate Secretary



4800 Huntington Drive S, Los Angeles, CA 90032 License No. 481983 Telephone (323) 227-0305 Fax (323) 222-2782 DIR Registration #: 1000006329

September 25, 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:

This is to confirm Huntington Glazing, 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 Contract No. 2310034 and Project Verdugo Hills High School, New Science Lab, 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,

Huntington Glazing, Inc.

Jose G. Velez / President

HQ: 1815 E WILSHIRE AVE, SUITE #901

SANTA ANA, CA 92705

TEL: (949)797-1570

FAX (714) 486-3627

www.braillesignsinc.com

contact@braillesignsinc.com

DIR#: 1000007239

08/08/2023

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:

This is to confirm Braille Signs, 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 [LAUSD Contract No. 2310034 and Verdugo High School New Science Labs, 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,

Braille Signs, Inc

By: Steve Corum, Secretary



ATTACHMENT A LETTER OF ASSENT

10/2/2023

Project Labor Coordinator Labor Compliance Program/Dept. 333 S. Beaudry Avenue, 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 Rebhabilitiation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir/Madam:

This is to confirm ABC SCHOOL EQUIPMENT INC. agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement — New school Construction Major Rehabilition Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project pursuant to LAUSD Contract No. 2310034 for the Verdugo Hills High School – New Science Lab (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,

ABC SCHOOL EQUIPMENT INC.

By: Stephen Bryan / CFO



Date 9/25/2023

Project Labor Coordinator Labor Compliance Program 333 S Beaudry Avenue, 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:

This is to confirm that Continental Marble & Tile 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 LAUSD Contract No. 2310034 for Verdugo Hills High school, New Science Lab, 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,

Continental Marble & Tile Company

Meghan Guzman

Administrative Assistant



1906 Orange Tree Lane, Suite 240 • Redlands, California 92374 (909) 792-2221 • (909) 784-1836 fax office@onpointlandsurveying.com • www.onpointlandsurveying.com

ATTACHMENT A – LETTER OF ASSENT

09-28-23

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

Attention: Labor Compliance Department

Email: <u>lcp@lausd.net</u> 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

Project: Verdugo Hills High School, LAUSD

Dear Sir:

This is to confirm **On Point Land Surveying, 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 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 **LAUSD Contract No. 2310034 Verdugo Hills High School**, 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 Letter of Assent prior to their commencement of work.

Sincerely,

On Point Land Surveying, Inc.

Shari Todd, Operations Manager