## **Los Angeles Unified School District**

### **Procurement Services Division**

ALBERTO M. CARVALHO Superintendent

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

JUDITH REECE Chief Procurement Officer

June 8, 2023

E-MAIL: moe.mjconstruction@gamil.com

### MJ CONSTRUCTION DEVELOPMENT, INC.

328 South Oak Street Inglewood, CA 90301

### NOTICE OF AWARD

RFQ / Contract No: <u>R-23015 / 2330005</u>

SAP Contract No.: <u>4400011621</u>

Project: <u>JOB ORDER CONTRACTING</u>

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$350,000 (BID ADJUSTMENT FACTOR 1.3999)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **June 8**, **2023** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

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

If you should have any questions regarding award of contract, please send email to ronnie.bossier@lausd.net.

Sincerely,

### Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o, ou=Procurement Services Division,
email=ronnie.bossier@lausd.net, c=US
Date: 2023.06.08.10:18:34-07'00'

Ronnie Bossier Contract Administration Analyst

c:

J. Reece C. Pettus, Prequal B. Rios, A/P

B. White WTW (OCIP) M. Velasquez, Union

S. Boehm, PEX R. Lim, FPPS G. Garcia, PEX E. Tran, PSA

### DOCUMENT 00 4100

### BID AND ACCEPTANCE FORM

MJ CONSTRUCTION DEVELOPMENT INC

Bidder Name		
A RESIDENCE OF THE PARTY OF THE		

### 1.01 BID SUBMISSION INSTRUCTIONS

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

Los Angeles Unified School District (LAUSD/District)
Procurement Services Division - Job Order Contracting (JOC) Unit
333 S. Beaudry Ave.
Los Angeles, CA 90017

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM April 21, 2023

### 1.03 PROJECT IDENTIFICATION:

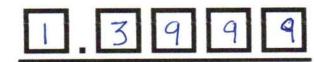
- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-23015 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Number

### 1.05 BID ADJUSTMENT FACTOR(S)

- A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog\* (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- Base Period (12 months from Notice of Contract award or expenditure of the \$350,000 Maximum Contract Value, whichever occurs first)

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



Utilize four decimal places. Use conventional rounding.

1.

### 1.06 Cost of Non Pre-Priced Task

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

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

### COST OF NON PRE-PRICED TASK = A + B + C + D

### **Contractor Performed Duties**

- A = Direct labor cost and fringe benefits per prevailing wage rates
- B = Direct material costs (supported by quotes)
- C = Direct equipment costs (supported by equipment amortization data)
- D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task =  $(A + B + C) \times 10\%$

### Subcontractor Performed Duties

E = Cost of Subcontractors to Contractor (supported by quotes)
Total Cost of Non Pre-Priced Task = E x 10%

- 5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog<sup>8</sup> (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
- Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price
  will be entered into the computer database.
- The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

### 1.08 BASIS OF AWARD OF CONTRACT:

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

### Article 1 - Scope of Work

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

### Article 2 - Time for Completion

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

### 1.09 TIME IS OF THE ESSENCE.

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

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

- 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;
- 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;
- The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
  - As otherwise provided in the Contract Documents.

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

### Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE: APRIL / 21st ,20 23

By MJ CONSTRUCTION DEVELOPMENT INC

(Firm Name as it appears on Contractor's State License)

(CORPORATES

(Signature of authorized person to sign bid)

Print Name: Mohsen Moeinjahromi

Business Address: 328 S OAK ST

INGLEWOOD,CA,90301

989007 Contractor License No.:

Phone No. 323 677 3880

Fax No. 267 276 -7068

MOITARTSIMIMOA FEOREM RESERVED RATE

GENERAL CONTRACTING SERVICES

JOB ORDER CONTRACT

RFQ/BID NO. R-23015

TI :6 HY IZ HAY EZDZ

RELEASED 03/01/2023 **BID AND ACCEPTANCE FORM** 00 4100-4

	FOR PROCUREMENT USE ONLY			
	Contract Number 2330005			
1.10 ACCEPTANCE	with Plans with Specs			
This Contract is made and entered into on the date set forth on Page 4 Los Angeles Unified School District, by and through its Board of Education (hereinafte	of this Contract, by and between the r the "OWNER"), and			
MJ CONSTRUCTION DEVELOPMENT,				
Name as it appears on Contractor's State License – to be filled in by OWNER / Facility , a CORPORATION	ies Contracts}			
{sole ownership, partnership, corporation, joint venture, or other;				
This Contract is for the purpose of constructing that Project identified as JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-23015) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE). CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.  The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog* and the Bid Adjustment Factor(s) as specified in the Bid Form.				
Article 8 - Contract Value				
The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of Three Hundred Fifty Thousand Dollars (\$350,000), to be determined by individual Job Orders, as provided in the Contract Documents.				
The term of the Contract is one year or the expenditure of the Maximum Contract Value, whichever occurs first. Upon mutual consent, the Maximum Contract Value may be increased to a value not to exceed eight million, three hundred sixty-five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the Contract.				
It is understood and agreed that all applicable taxes are included in the Contract Value which the OWNER is exempt, is not included. The OWNER, upon request, will full Exemption Certificates as may be required by the Manufacturer or Dealer.				
All of the above-named Contract Documents are intended to be complementary. World Contract Documents and not by others shall be done as if required by all.	k required by one of the above-named			
6/8/2023 Executed on 20 at Los Angele	es, California.			
By: DIEFECSF CD0843B Chief Procurement Officer or Designee	REMENT SERVICES DIVISION			
Chief Procurement Officer or Designee				
BLUE INK SIGNATURE REQUESTED FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION SHALL BENDER THE PID NON-RESPONSI	S(S) TO THIS FORM			

SHALL RENDER THE BID NON-RESPONSIVE END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015

RELEASED 03/01/2023 BID AND ACCEPTANCE FORM 00 4100-5

### DOCUMENT 00 4313 BID SECURITY FORM Bond Number NA DEVELOPERS SURETY AND INDEMNITY COMPANY Surety M J CONSTRUCTION DEVELOPMENT Bidder Project Description: JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES (R-23015) Bid Due Date: 04/21/2023 WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof. NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents. If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder. This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder. The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond. 20 23 Dated this 17TH \_\_\_\_ day of APRIL ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT M J CONSTRUCTION DEVELOPMENT State of BIDDER County of \_\_\_\_\_ By (signed) Signature of Authorized Person Title \_\_\_\_, a Notary Public Personally appeared Personally known to me (or proved to me on the basis DEVELOPERS SURETY AND INDEMNITY COMPANY of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized SURFTY capacity, and that by his/her signature on the instrument By (signed) SHILO LEE LOSINO the person, or the entity upon behalf of which the person Signature of Attorney-In-Fact acted, executed the instrument. WITNESS my hand and official seal. (Notary Seal) Address P.O. BOX 5939 City, State CLEVELAND, OH 44101 Telephone 818-667-7656 Signature of Notary ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT. (THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.) [If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive] END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFO/BID NO. R-23015 RELEASED 03/01/2023 BID SECURITY FORM 00 4313-1

# POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino	, of Woodland Hills, CA
and contracts of suretyship giving and granting unto said Attorney-in-Fa	knowledge, for and on behalf of said companies, as sureties, bonds, undertakings of full power and authority to do and to perform every act necessary, requisite or ould do, but reserving to each of said company full power of substitution and presents, are hereby ratified and confirmed. This Power of Attorney is effective 31, 2025.
This Power of Attorney is granted and is signed under and by authority of INSURANCE COMPANY and DEVELOPERS SURETY AND INDEM	of the following resolutions adopted by the Board of Directors of COREPOINTE (NITY COMPANY (collectively, "Company") on November 3, 2022.
- Executive Underwriter, Surety, each an employee of AmTrust No hereby authorized to execute a Power of Attorney, qualifying at	enwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, orth America, Inc., an affiliate of the Company (the "Authorized Signors"), are torney(s)-in-fact named in the Power of Attorney to execute, on behalf of the er suretyship obligations, and that the Secretary or any Assistant Secretary of the xecution of any such Power of Attorney.
the Company must be affixed to any such Power of Attorney, and a	ors and the Secretary or any Assistant Secretary of the Company, and the seal of ny such signature or seal may be affixed by facsimile, and such Power of Attorney I in the future with respect to any bond, undertaking or contract of suretyship to
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY of presents to be signed by the Authorized Signor and attested by their Secretar	and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these by or Assistant Secretary this December 5, 2022
By: Sam Zaza  Title: Senior Vice President, Surety	SEAL SEAL SURPORATE SALIFORNIA SA
STATE OF California COUNTY OF C	Orange
On this 5th day of December 2022 before me. Dic	we t Kaulata Sam Zaza
who proved to me on the basis of satisfactory evidence to be the person	whose name is subscribed to within the instrument and acknowledged to me that ature on the instrument the entities upon behalf which the person acted, executed
I certify, under penalty of perjury, under the laws of the State of California	that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.	DIANE J. KAWATA Notary Public - California Orange County
Signature Wiley / Kowata	Commission # 2284027 My Comm. Expires Apr 28, 2023
CORPORAT	E CERTIFICATION
The undersigned, the Secretary or Assistant Secretary of INDEMNITY COMPANY, does hereby certify that the provisions of the this Power of Attorney are in force as of the date of this Certification.	COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND resolutions of the respective Boards of Directors of said corporations set forth in
This Certification is executed in the City of Cleveland, Ohio, DocuSigned by:	this 22 day of November, 2022
Barry W. Moses	
By:6B6415E7ADE548C	Barry W. Moses, Assistant Secretary POA No. N/A

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

	ertificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Los Angeles	)
4/17/2123	Lucas Patterson, Notary Public
On(////// before me,	Here Insert Name and Title of the Officer
477170070	Shilo Lee Losino
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acl	ctory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in the by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
	is true and correct.
LUCAS PATTERSON Notary Public - California Los Angeles County Commission # 2352264	WITNESS my hand and official seal.  Signature
My Comm. Expires Mar 19, 2025	Signature of Notary Public
Place Notary Seal Above	
	TOPTIONAL  g this information can deter alteration of the document or of this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	r Than Named Above
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
Corporate Officer - Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	<ul> <li>□ Partner – □ Limited □ General</li> <li>□ Individual □ Attorney in Fact</li> </ul>
☐ Trustee ☐ Guardian or Conservato	
☐ Other:	Other:
Signer Is Representing:	Signer Is Representing:

### DOCUMENT 00 4500

### CERTIFICATION REQUIREMENTS

### MJ CONSTRUCTION DEVELOPMENT INC

1.01	GENERAL

- Bidder Name:
- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- 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:			
The OWNER Ethics Policy is available online through the following link:			
https://achieve.lausd.net/Page/14037			

- Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
  - 1. Do you or others in your organization do the following: (please check all that apply)
    - Attend or arrange meetings with OWNER officials in person or over the phone;

C.

	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)
M	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

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.

Will your organization spend over \$10,000 this year performing these activities?
 Use the grid below to estimate the total amount of money your organization as a whole expects to spend during the entire calendar year (Jan 1 – Dec 31) to conduct these activities.

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$
Copies, publications, and other materials	S
Transportation and meals	S
Gifts, meals, and benefits for OWNER officials	\$
Media and advertisements	\$
Other expenses to support the selected activities	S
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 <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> 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 <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> 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:
  - Safe and healthy working conditions
  - b. Prohibition of child labor
  - c. Disclosure of manufacturing plant locations
  - d. Verification and enforcement mechanisms
  - e. Compliance with applicable codes
  - f. Penalties for violations
  - g. Responsible bidder forms
  - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District's Sweat-Free Procurement Policy as set forth in this section.

### 1.04 PREVAILING WAGES

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

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 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/

- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

### 1.05 PREQUALIFICATION

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

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

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

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

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

		MJ CONSTRUCTION DEVELOPMENT INC Bidder Name:
1.07	DEB	BARMENT, 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, [X] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
	B.	If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.
1.08	BID	DER CERTIFICATION
	A.	"The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."
		Executed on 04/21/2023 , at LOS ANGELES , California.
		By: Owner/Mohsen Moeinjahromi Signature and Title of Bidder Representative
		Certification shall be signed by bidder or an authorized representative of bidder.
		(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)
		[FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]
		END OF DOCUMENT

		DOCUMENT 00 4519	
		NON-COLLUSION AFFIDAVIT	
1.01	GENER	AL	
	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	g deemed non-responsive.
foregoi or corp put in a a sham commu- the bid propos bid pri- to any collusi	ng bid, the oration; the false or shid, or any inication, or price, or o ed contract ce or any b corporation we or sham	Mohsen Moeinjahromi, being first duly sworn, de  (Name of person signing bid)  of MJ CONSTRUCTION DEVELOPMENT IN  of Signer)  (Name of Licensee Bidding)  bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company  the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or  ham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bid  yone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, so or  or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead  that any other bidder, or to secure any advantage against the public body awarding the Contract  that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly or indirectly or the contents thereof, or divulged information or data relative thereto, or partnership, company association, organization, bid depository, or to any member or agent the	y, association, organization, solicited any other bidder to deer or anyone else to put in 19th by agreement, ad, profit, or cost element of ct of anyone interested in the directly, submitted his or her 19th aid, and will not pay, any fee ereof to effectuate a
Bidder	Name _	Name as it appears on Contractor's State License	Check One:
	The Fri	dentification Number: 81-5102735 e License: 989007 Number B,C10,C36,C8 Classification(s)	Sole Ownership Partnership Corporation X
Name Expira Addre City	of License tion Date: 328 S NGLEV	Holder: MJ CONSTRUCTION DEVELOPMENT INC 05/31/2024	Other3_677_38807068
			2/10/10 - /

By Mohsen Moeinjahromi

Print Name

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

Dated this \_\_\_21st

\_\_\_\_day of April

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

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015

RELEASED 03/01/2023 NON-COLLUSION AFFIDAVIT 00 4519-1

### DOCUMENT 00 7351

### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

MJ CONSTRUCTION DEVELOPMENT INC

1.01 GENERAL

Bidder Name:

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

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	LOCATION OF BUSINESS (CITY, STATE)
		******	

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

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

### DOCUMENT 00 6113

BOND # 0101023

# PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT	T BOARD OF EDUCATION,
hereinafter called the OWNER, and MJ CONSTRUCTION DE	EVELOPMENT
hereinafter called the CONTRACTOR, have entered into a Co	
dated MAY 5, 2023	
for R-23015 / 2330005 GENERAL CONTRACTING SERVICE	S (PSA)
Contract Amount THREE HUNDRED FIFTY THOUSAND DOLLARS	AND NO/100THS (\$350,000.00)
NOW, THEREFORE, the CONTRACTOR, as Principal, and	the following named Surety, DEVELOPERS SURETY AND INDEMNITY COMPANY
	orth under the bond, for the payment whereof in the manner specified, the Principal tors, successors and assigns jointly and severally, firmly by these presents:
PAYMENT BOND	
	intereials, pon, for control of the provisions of section at 181 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 on which this bond is issued or the 8806 of and labor ding the
change, extension of time, alteration or addition to the terms o	
Signed and sealed this15TH	day of MAY 20 23 DEVELOPERS SURETY AND INDEMNITY COMPANY
By Monsen Moemjohlomi Title OWNEY	By SHILO LEE LOSINO Attorney-in-Fact Address P.O. BOX 5939, CLEVELAND, OH 44101 Telephone Number 818-667-7656 Bond Number 0101023
The OWNER will obtain the following certification:	
CERTIFICATION E	he amount of the above Contract Value,
D	Dean C. Logan, County Clerk
Date	By Deputy
(THIS DOCUMENT	CANNOT BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 REVISED 01/05/2012 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

# POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY

DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino		, of _Woodland Hills, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver of suretyship giving and granting unto said Attorney-in-Fact fu connection therewith as each of said company could do, but res Attorney-in-Fact, pursuant to these presents, are hereby ratified shall expire on December 31, 2025	If power and authority to do and to perform every a erving to each of said company full power of substitu-	of necessary, requisite or proper to be done in ation and revocation, and all of the acts of said
This Power of Attorney is granted and is signed under and by auth COMPANY and DEVELOPERS SURETY AND INDEMNITY	ority of the following resolutions adopted by the Boar COMPANY (collectively, "Company") on February	d of Directors of COREPONTE INSURANCE 10, 2023.
RESOLVED, that Sam Zaza, President, Surety Underwrit Surety, each an employee of Am Trust North America, Inc. of Attorney, qualifying attorney(s)-in-fact named in the suretyship, or other suretyship obligations; and that the Sec the execution of any such Power of Attorney.	ing, James Bell, Vice President, Surety Underwritin, , an affiliate of the Company (the "Authorized Signo Power of Attorney to execute, on behalf of the Co	g, and Craig Dawson, Executive Underwriter, ors"), are hereby authorized to execute a Power impany, bonds, undertakings and contracts of
RESOLVED, that the signature of any one of the Authorize must be affixed to any such Power of Attorney, and any s building upon the Company when so affixed and in the future	uch signature or seal may be affixed by facsimile a	nd such Power of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMP	ANY and DEVELOPERS SURETY AND INDEMNIT	
signed by the Authorized Signor and attested by their Secretary or A	Assistant Secretary this March 27, 20.	23
By: Printed Name Sand Juga	NSURA ORPORA	WC STORPORTS
Title: President, Surety Underwriting	SEA	L & 1936
ACKNOWLEDGEMENT:	S. OELAWAR	E. S. CALIFORNIA DA
A notary public or other officer completing this didentity of the individual who signed the docume attached, and not the truthfulness, accuracy, or visit to the completing this didentity of the individual who signed the documents of the completing this didentity of the completing the completing this didentity of the completing t	nt to which this certificate is	***************************************
STATE OF California COUNT	Y OF Orange	
On this 27 day of March, 2023, before m who proved to me on the basis of satisfactory evidence to be the puthe same in their authorized capacity, and that by the signature or	erson whose name is subscribed to within the instrume	ent and acknowledged to me that they executed
I certify, under penalty of perjury, under the laws of the State of	73. P. g	ng paragraph is true and correct
WITNESS my hand and official seal		*****
Signature Hoard Quyen Pan		HOANG-QUYEN P. PHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2026
C	ORPORATE CERTIFICATION	My commit Expires occ 31, 2024
The undersigned, the Secretary or Assistant Secretar COMPANY, does hereby certify that the provisions of the resolutare in force as of the date of this Certification.	y of COREPOINTE INSURANCE COMPANY and tions of the respective Boards of Directors of said co	DEVELOPERS SURETY AND INDEMNITY rporations set forth in this Power of Attorney
This Certification is executed in the City of Cleveland	. Ohio, this March 19, 2023	
— DocuSigned by:		
By: Barry W. Moscs	Barry W. Moses, Assistant Secretary	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1	E455E6530F	Ed. 0323

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this cert	ificate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California  County of Los Angeles	) )
On 5/15/2023 before me,	Lucas Patterson, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Shilo Lee Losino
portionally appoared	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ory evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
LUCAS PATTERSON Notary Public - California Los Angeles County Commission # 2352264 My Comm. Expires Mar 19, 2025	WITNESS my hand and official seal.  Signature  Signature of Notary Public
Though this section is optional, completing t	OPTIONAL  this information can deter alteration of the document or this form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other	Than Named Above
Capacity(ies) Claimed by Signer(s)	Girus and a Marsana
Signer's Name: Corporate Officer — Title(s):	Signer's Name: ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	
☐ Other:Signer Is Bepresenting:	Signer Is Representing:
The second secon	

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Hereinaster called OWNER, and

BOND # 0101023

### **DOCUMENT 00 6114**

### PERFORMANCE BOND

MJ CONSTRUCTION DEVELOPMENT

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

	hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety.
	denominated as number R-23015 / 2330005
	described as JOB ORDER CONTRACT at GENERAL CONTRACTING SERVICES (PSA)
	and is in the Maximum Contract Value of THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100THS (\$350,000.00)
TH	NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and DEVELOPERS SURETY AND INDEMNITY COMPANY, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of IREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100THS  Dollars (\$ 350,000.00), 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.
	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

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:

Waive its right to perform and complete, arrange for completion, or obtain a new

balance of the Maximum Contract Value; or

- (i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or
- (ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

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

- 3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.
- 4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.
- 5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.
- 6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.
- 7. The Penal Sum of this Bond shall automatically increase as the Contract Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY'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.

	he Contract: OWNER, CONTRACTOR, Contract, Work, C Day, Punch List, and Substantial Completion.  day of MAY	20
IJ CONSTRUCTION DEVELOPMENT	ONTRACTOR/PRINCIPAL	
Surety Name DEVELOPERS SURETY AND INDEMN	Title OWY EV  Attorney-in-Pact: SHILO LEE LOSINO Address 20335 VENTURA BLVD., STE 426	-
P.O. BOX 5939, CLEVELAND, OH 44101	WOODLAND HILLS, CA 91364	
Felephone Number 818-667-7656		
Bond Number 0101023	Telephone Number 818-667-7656	
Bolid Number	Telephone Number 818-667-7656	
The OWNER will obtain the following certification:  CERTIFICATION BY I hereby certify That the Surety named above has been certification such authority is in full force and effect. That there is on file in this office the financia	Telephone Number 818-667-7656  Y LOS ANGELES COUNTY CLERK'S OFFICE  ed by the State Insurance Commissioner as an admitted Surety Insurer and I statement of the surety for the period ending times the amount of the above Contract Value.	d tha
The OWNER will obtain the following certification:  CERTIFICATION BY I hereby certify That the Surety named above has been certification such authority is in full force and effect. That there is on file in this office the financia	Y LOS ANGELES COUNTY CLERK'S OFFICE  ed by the State Insurance Commissioner as an admitted Surety Insurer and	d tha

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

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

# POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMINITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino	, of _Woodland Hills, CA				
as its true and lawful Attomey-in-Fact, to make, execute, deliver and acknowledge, of suretyship giving and granting unto said Attomey-in-Fact full power and auth connection therewith as each of said company could do, but reserving to each of Attomey-in-Fact, pursuant to these presents, are hereby ratified and confirmed, shall expire on December 31, 2025	ority to do and to perform every act necessary, requisite or proper to be done in				
This Power of Attorney is granted and is signed under and by authority of the follow COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (cult	ing resolutions adopted by the Board of Directors of COREPOINTE INSURANCE				
RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Surety, each an employee of AmTrust North America, Inc., an affiliate of the of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney.	Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, e Company (the "Authorized Signors"), are hereby authorized to execute a Power y to execute, on behalf of the Company, bonds, undertakings and contracts of stant Secretary of the Company be, and each of them hereby is, authorized to attest				
RESOLVED, that the signature of any one of the Authorized Signors and the must be affixed to any such Power of Attorney, and any such signature or shinding upon the Company when so affixed and in the future with respect to	Secretary or any Assistant Secretary of the Company, and the seal of the Company real may be affixed by facsimile, and such Power of Attorney shall be valid and any bond, undertaking or contract of suretyship to which it is attached				
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVEL	OPERS SURETY AND INDEMNITY COMPANY have caused these presents to be				
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary	this March 27, 2023				
By: Printed Name Sam Zaza	NSURANCE SECORPORATE SECORPORA				
Title: President, Surety Underwriting	頭 SEAL き 頭 1930 ら				
ACKNOWLEDGEMENT:	S. OELAWARE. F. S. CALIFORNIA				
A notary public or other officer completing this certificate veri identity of the individual who signed the document to which th attached, and not the truthfulness, accuracy, or validity of that of	is certificate is				
STATE OF California COUNTY OF Orange					
On this 27 day of March, 2023, before me, Hoang-Quyen	Dhu Dham				
who proved to me on the basis of satisfactory evidence to be the person whose name the same in their authorized capacity, and that by the signature on the instrument the	is subscribed to within the instrument and acknowledged to me that they executed				
certify, under penalty of perjury, under the laws of the State of California	that the foregoing paragraph is true and correct				
WITNESS my hand and official seal					
Signature Hoang Duyen To	HOANG-QUYEN P. FHAM Notary Public - California Orange County Commission # 2432970 My Comm. Expires Dec 31, 2026				
CORPORATE CE	Annual Control of the				
	TE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY				
This Certification is executed in the City of Cleveland, Ohio, this March	19, 2023				
— DocuSigned by	E				
	es, Assistant Secretary POA No. N/A				
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F	Ed. 0323				

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

of the State of California that the foregoing parties true and correct.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  Signature  Signature  Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited — General  Individual — Attorney in Fact  Trustee — Guardian or Conservator  Other:  Other:	A notary public or other officer completing this cer	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
Date Date Date Date Date Date Date Date		)
## Date   Here Insert Name and Title of the Officer   Shilo Lee Losino   Name(s) of Signer(s)    who proved to me on the basis of satisfactory evidence to be the person(s) whose name(subscribed to the within instrument and acknowledged to me that he/she/they executed the his/her/their signature(s) on the instrument the proof the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under of the State of California that the foregoing pais true and correct.  WITNESS my hand and official seal.  **LUCAS PATTERSON*** Notary Public - Certifornia Los Angeles County Commission ≠ 21352264** Signature  **Place Notary Seal Above**  **Private Document**  **Description of Attached Document**  Title or Type of Document**  **Dumber of Pages:**  **Signer(s) Other Than Named Above**  **Capacity(les) Claimed by Signer(s) Signer's Name**  **Corporate Officer — Title(s):**    Corporate Officer — Title(s):**   Partner —   Limited   General   Partner   Corporate Officer — Title(s):*    Trustee   Guardian or Conservator   Trustee   Guardian or Conservator   Other:**	=1/12 = 3	A STATE OF THE PARTY.
Shilo Lee Losino Name(s) of Signer(s)  who proved to me on the basis of satisfactory evidence to be the person(s) whose name(subscribed to the within instrument and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the proof or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under of the State of California that the foregoing pais true and correct.  WITNESS my hand and official seal.  **UCAS PATTERSON** Notary Public - California Los Angeles County Commission ≠ 2352264 My Comm. Expires Mar 19, 2025  **Place Notary Seal Above**  **Place Notary Seal Above**  **OPTIONAL**  Though this section is optional, completing this information can deter alteration of the document fraudulent reattachment of this form to an unintended document.  **Description of Attached Document**  Title or Type of Document:  Number of Pages: Signer(s) Other Than Named Above:  **Capacity(ies) Claimed by Signer(s)*  Signer's Name:  **Corporate Officer − Title(s):  **Partner − □ Limited □ General □ Partner − □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Trustee □ Guardian or Conservator □ Other:  **Description of Attached □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other:  **Description of Attached □ General □ Individual □ Attorney in Fact □ Corporate □ Other:  **Description of Attached □ General □ Individual □ Attorney in Fact □ Corporate □ Corpo		
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(subscribed to the within instrument and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the proof or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under of the State of California that the foregoing pains true and correct.  WITNESS my hand and official seal.  **WITNESS my hand and official seal.**  **Place Notary Public California Los Angeles County Commission at 2352264  **My Comm. Expires Mar 19, 2025**  **Place Notary Seal Above**  **OPTIONAL**  Though this section is optional, completing this information can deter alteration of the documn fraudulent reattachment of this form to an unintended document.  **Description of Attached Document**  Title or Type of Document: Document Date:  Number of Pages: Signer(s) Other Than Named Above:  **Capacity(ies) Claimed by Signer(s)*  Signer's Name: Corporate Officer — Title(s): Cor	Date	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(subscribed to the within instrument and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the proof or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under of the State of California that the foregoing pains true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Public - California Los Angeles County  Commission of 2352264  My Comm. Expires Mar 19, 2025  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the documn fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited — General  Individual — Attorney in Fact  Trustee — Guardian or Conservator  Other:  Other:	personally appeared	
subscribed to the within instrument and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the proof the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under of the State of California that the foregoing pains true and correct.  WITNESS my hand and official seal.  Signature  Place Notary Public - Celtifornia Los Angeles County.  Commission # 2352264  My Comm, Expires Mar 19, 2025  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the documn fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:		Name(s) of Signer(s)
of the State of California that the foregoing parties true and correct.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  Signature  Signature  Signature of Notary Public  Place Notary Seal Above  OPTIONAL  Though this section is optional, completing this information can deter alteration of the document fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited   General   Partner —   Limited   General   Individual   Attorney in Fact   Trustee   Guardian or Conservator   Trustee   Guardian or Conservator   Other:	subscribed to the within instrument and ackr his/her/their authorized capacity(ies), and that t	nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s),
Place Notary Seal Above  Though this section is optional, completing this information can deter alteration of the document fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner —		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above  Though this section is optional, completing this information can deter alteration of the documn fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:  Signature  Signature  Signature  Signature of Notary Public  Signature	LUCAS DATTEDSON	WITNESS my hand and official seal.
Place Notary Seal Above  Though this section is optional, completing this information can deter alteration of the document fraudulent reattachment of this form to an unintended document.  Description of Attached Document  Title or Type of Document:	Notary Public - California Los Angeles County Commission # 2352264	
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Title or Type of Document: Document Date:  Number of Pages: Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact  Trustee Guardian or Conservator Guardian or Conservator Other:		this form to an unimended document.
Number of Pages: Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name: Signer's Name: Corporate Officer — Title(s): Partner — Limited General Partner — Limited General Individual Attorney in Fact Individual Attorney in Fact Guardian or Conservator Guardian or Conservator Other:		Document Date:
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:		
□ Corporate Officer — Title(s):       □ Corporate Officer — Title(s):         □ Partner — □ Limited □ General       □ Partner — □ Limited □ General         □ Individual □ Attorney in Fact       □ Individual □ Attorney in Fact         □ Trustee □ Guardian or Conservator       □ Trustee □ Guardian or Conservator         □ Other:       □ Other:	Capacity(ies) Claimed by Signer(s)	
□ Partner - □ Limited □ General       □ Partner - □ Limited □ General         □ Individual □ Attorney in Fact       □ Individual □ Attorney in Fact         □ Trustee □ Guardian or Conservator       □ Trustee □ Guardian or Conservator         □ Other:       □ Other:	Signer's Name:	☐ Corporate Officer — Title(s):
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐		☐ Partner — ☐ Limited ☐ General
□ Other: □ Other:	☐ Individual ☐ Attorney in Fact	
Signer Is Representing: Signer Is Representing:		
0 1	Signer Is Regresenting:	Signer Is Representing:

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### **Bossier, Ronnie**

From: Irene Montes From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>

**Sent:** Monday, June 5, 2023 10:20 AM

**To:** Bossier, Ronnie

**Subject:** FW: LAUSD OCIP V Owner Controlled Insurance Program (OCIP) Enrollment Notification

for Contract Number: R-23015 2330005.00 WC Policy Number: 900 0199528 -

#C339257

Attachments: MJ\_Construction\_Development\_Inc\_OCIP\_V\_-\_JOC\_Contracts\_COI\_

39c94477-1035-4756-88b5-f518a65e947b.pdf; SampleCOIEnrolledParties.pdf

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From: Farhan.Chowdhary@wtwco.com

Sent: 05/31/2023 02:34 PM

To: Ronnie.bossier@lausd.net,moe.mjconstruction@gmail.com,lausd.ocip@willistowerswatson.com

Subject: LAUSD OCIP V Owner Controlled Insurance Program (OCIP) Enrollment Notification for Contract Number: R-

23015 2330005.00 WC Policy Number: 900 0199528 - #C339257

Attn: Moe Moein

MJ Construction Development, Inc.

328 S. Oak Street

Ingelwood, CA 90301

Parent Contractor Name: Los Angeles Unified School District

Work Location: OCIP V - JOC Contracts

Dear Moe,

Welcome, you have been enrolled into the LAUSD's OCIP V for work performed under contract number R-23015 2330005.00. 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 OCIP V - JOC Contracts 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 (<a href="https://achieve.lausd.net//site/default.aspx?PageID=1008">https://achieve.lausd.net//site/default.aspx?PageID=1008</a>) 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: (<a href="https://cp.wtwcompas.com">https://cp.wtwcompas.com</a>)

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: <a href="http://www.esis.com/awcmpn">http://www.esis.com/awcmpn</a>

If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 7002168. <u>"State you are under ESIS Medical Impact MPN"</u>

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
Five Concourse Parkway
18th Floor
Atlanta, GA 30328
Email:lausd.ocip@willistowerswatson.com

Enclosures: Certificate of Insurance Sample Enrolled Parties Certificate ACORD"

### CERTIFICATE OF LIABILITY INSURANCE

5/31/2023

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	Section results in the section of th	CONTACT Irene Montes
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (AIC, No, Ext): (415) 955-0239
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com
		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: Starr Indemnity & Liability 38318
INSURED	ELL CALL DE LA CALLER DE LA CAL	INSURER B: Starr Specialty Insurance Company 16109
	MJ Construction Development, Inc. 328 S. Oak Street	INSURER C: Starr Indemnity & Liability Company
	Ingelwood, CA 90301	INSURER D: Endurance Risk Solutions Assurance Company
		INSURER E: ACE Property & Casualty Insurance Co.
		INSURER F: Ascot Specialty Insurance Company

### COVERAGES CERTIFICATE NUMBER: LASUDV - 00002182

### REVISION NUMBER:

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

INSR LTR		TYPE OF IN	SURAN	ICE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	Х	COMMERCIAL GENE	RAL L	IABILITY						EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE	)	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	(
		5	-7		100000					MED EXP (Any one person)	\$	0
A				Y	Y	1000026031231	5/12/2023	5/1/2028	PERSONAL & ADV INJURY	\$	4,000,000	
	GENT	L AGGREGATE LIMIT A	PPLIES	S PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PR	OJECT	LOC						PRODUCTS - COMP/ OP AGG	\$	4,000,000
30		OTHER			54	3 8					\$	
	AUTO	MOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO		-						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTO						BODILY INJURY (Per accident)	\$				
	HIRED NON-OWNED AUTOS ONLY AUTO ONLY							PROPERTY DAMAGE (Per accident)	\$			
				3							\$	
		UMBRELLA LIAB	Х	OCCUR						EACH OCCURRENCE	5	10,000,000
C	Х	EXCESS LIAB		CLAIMS-MADE			1000588359231	5/12/2023	5/1/2028	AGGREGATE	\$	10,000,000
7		DED RE	TENTIC	ON \$						Prod-Comp/Ops		
	AND	KERS COMPENSATI EMPLOYERS' LIABI	LITY							X PER STATUTE OTHER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	Y	900 0199528	5/12/2023	5/1/2024	E.L. EACH ACCIDENT	s	1,000,000		
						A SALAR PARK, CARREST AND A SALAR PARK A		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000		
								E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
										ii.		

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 R-23015 2330005.00. The coverage is effective from the start date of the contract, 5/12/2023, through the completion of the work onsite, or completion of the project, whichever is first.

Location PSA - General Contracting Services

CERTIFICATE HOLDER	CANCELLATIO

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 - JOC Contracts

Insurer	Policy #	Eff.Date	Exp.Date	Limits
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	5/12/2023	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	5/12/2023	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	5/12/2023	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	5/12/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	5/12/2023	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
l: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	5/12/2023	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	5/12/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

### OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -

Shepherd Specialty Insurance Services, Inc. -H

Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE

J

COMPANY -



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2023

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT Brandon Sakamoto					
Hunter Insurance Services, Inc		PHONE (A/C, No, Ext):	FAX (A/C, No):				
8277 La Mesa Blvd		E-MAIL ADDRESS: brandon@hunteronlir	ne.com				
		INSURER(S) AFFO	RDING COVERAGE	NAIC#			
La Mesa	CA 91942	INSURER A: Continental Casualty	/ Company	20443			
INSURED		INSURER B: State Compensation	Insurance Fund	35076			
MJ Construction Development, Inc		INSURER C :					
328 S. Oak St		INSURER D :					
		INSURER E :					
Inglewood	CA 90301	INSURER F:					
COVERAGES CERTIFIC	ATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF IN	SURANCE LISTED BELOW HAY	VE BEEN ISSUED TO THE INSURI	ED NAMED ABOVE FOR THE POL	ICY PERIOD			

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	X	CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
								MED EXP (Any one person)	\$ 5,000
Α			Υ	Υ	C6984179310	4/16/2023	4/16/2024	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								,	\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER	
_	ANYF	ROPRIETOR/PARTNER/EXECUTIVE T N	N/A		91382232022	7/23/2022	7/23/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	Mandatory in NH)			31302232022	112312022	112312023	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	, describe under CRIPTION 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)

Certificate Holder is named Additional Insured, per attached endorsement.

Contract No. 2330005

CERTIFICATE HOLDER		CANCELLATION
LAUSD - Facilities Services Division Project Executive Branch, North Region		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
333 S. Beaudry Avenue, 19th Floor Los Angeles	ca 90017	WHIT

ACORD<sup>®</sup>

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/05/2023

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 confidence helder is an ARRITIONAL INCURED the alian/ing) mount be an deread. If SURBOCATION IS WANTED audio at the

the	terms and conditions of the policy, tificate holder in lieu of such endors	certain police								
PRODU	ICER			NAME:	M&G INS	URANCE SERVI	ICES INC.			
					PHONE (A/C, No, Ext): 714-505-2907 FAX (A/C, No): 714-505-2909					
40000 India - Physical - 405				ADDRESS: support@mgins.net						
					INS	URER(S) AFFOR	DING COVERAGE		NAIC #	
Tusti	n		CA 92780	INSURE	RA: INFINITY	SELECT INSUR	RANCECOMPANY		NAIC: 20260	
INSUR	ED			INSURE	RB:					
MOHSEN MOEINJAHROMI DBA: MJ CONSTRUCTION DEVELOPMENT					INSURER C:					
328 SOUTH OAK STREET				INSURE	INSURER D:					
				INSURE	RE:					
	INGLEWOOD		CA 90301	INSURE	RF:					
COVERAGES CERTIFICATE NUMBER:					REVISION NUMBER:					
IND	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)		LIMITS		
	CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurren MED EXP (Any one pers			
							PERSONAL & ADV INJU	JRY \$		

LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$
	CLAIMS-MADE OCCUR						PREMISES (Ea occurrence) MED EXP (Any one person)	s
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	T.
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
A	ANY AUTO ALL OWNED AUTOS  HIRED AUTOS  HIRED AUTOS  AUTOS AUTOS AUTOS AUTOS	Y		504-61008-1900-001	06/04/2023	06/04/2024	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
Α	Physical Damage			504-61008-1900-001	06/04/2023	06/04/2024	Deductibles - Comp: \$1,00	00, Coll: \$1,000

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

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED AND IS ALREADY INCLUDED ON THE POLICY.

Contract No. 2330005

CERTIFICATE HOLDER	CANCELLATION			
LAUSD - FACILITIES SERVICE DIVISION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
PROJECT EXECUTIVE BRANCH, NORTH REGION 333 SOUTH BEAUDRY AVENUE 19TH FLOOR	AUTHORIZED REPRESENTATIVE			
LOS ANGELES CA 900	Amouno.			



License No. 989007

**Project Labor Coordinator** 

**Labor Compliance Program** 

333 South Beaudry Ave. 21st Floor

Los Angeles, CA 90017

05/09/2023

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 [MJ construction development] 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, 2013, 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 all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract # R-23015/2330005 General Contracting services (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 and identical Letter of Assent prior to their commencement of work.

Sincerely,

Mi Construction Development inc

By: MOHSEN MOEAN JAHROMA

[Mohsen Moeinjahromi]

# **Los Angeles Unified School District**

### **Procurement Services Division**

ALBERTO M. CARVALHO
Superintendent

PEDRO SALCIDO

Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE Deputy Chief Business Officer

> JUDITH REECE Chief Procurement Officer

May 5, 2023

Email: moe.mjconstruction@gamil.com

### MJ CONSTRUCTION DEVELOPMENT, INC.

328 South Oak Street Inglewood, CA 90301

### NOTICE OF INTENT TO AWARD CONTRACT - REMAINING REQUIREMENTS (REVISED)

RFQ / Contract No.

R-23015 / 2330005

Project:

JOB ORDER CONTRACT

Project Description: Contract Amount: GENERAL CONTRACTING SERVICES (PSA) \$350,000 (BID ADJUSTMENT FACTOR 1.3999)

Contract Duration:

365 Calendar Days

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

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 <a href="https://vendors.lausd.net/irj/portal">https://vendors.lausd.net/irj/portal</a>. Additional information is available at <a href="https://achieve.lausd.net/Page/3904">https://achieve.lausd.net/Page/3904</a>.

Within five (5) business days of this notice, by May 12, 2023, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to ronnie.bossier@lausd.net, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th Floor, 28-136-8, ATTN: RONNIE BOSSIER, the documents indicated below:

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

### NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

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

- X Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
   X Workers' Compensation
   X Comprehensive General Liability
   X Automobile Liability (Owned, hired, and non-owned)
   X Pollution Liability (includes Asbestos/Lead Abatement) endorsement
  - X 3. ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED CONTRACTORS):
    - Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Willis Towers Watson Insurance Services West, Inc. at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT. Note: All enrollments are to be completed on-line. Access will be granted once Willis Towers Watson has been notified of your awarded contract.
    - The current Insurance Manual is available from the LAUSD Facilities website at: <a href="http://www.laschools.org/fcs/cc/pq/file-storage/?folder-id=1045824">http://www.laschools.org/fcs/cc/pq/file-storage/?folder-id=1045824</a>
      - Requirements of an ENROLLED CONTRACTOR: An OCIP enrollment packet will be sent to you by Willis Towers Watson. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
      - Requirements of an EXCLUDED CONTRACTOR: As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at Willis Towers Watson Insurance Services West, Inc. to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

# PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- Required from All contractors: An original Certificate of Liability Insurance, executed by an authorized insurer. Refer to JOC General Conditions, Section 00 7000, Article 5 (Insruance and Bonds), Items 5.5.1 5.5.4.
- · Coverages should include:
  - General Liability, including bodily injury and property damage
  - o Automobile Liability (Owned, hired, and non-owned)
  - Workers' Compensation & Employer's Liability Insurance
  - Contractor's Pollution Liability (CPL) Excluded Contractors
- Enrolled Contractors must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for Off-Site activities and Automotive Liability Insurance for both On-Site and Off-Site activities as specified in the contract. Prime contractors must provide their Certificate of Insurance to Willis Towers Watson upon enrollment. The certificates can be uploaded into Wrap Portal or emailed: <a href="mailto:lausd.ocip@willistowerswatson.com">lausd.ocip@willistowerswatson.com</a>

- Excluded Contractors must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities including both On-Site and Off-Site activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Willis Tower emailed Wrap Portal. OF Watson. upload into lausd.ocip@willistowerswatson.com
- A signed Letter of Assent (Attachment A to the Project Stabilization Agreement (PSA)). X 4. A Letter of Assent must be executed and submitted by the prime contractor to both Facilities Construction Contracts and Labor Compliance Department. Per Section 2.5(b) of the PSA, Facilities Construction Contracts will NOT award a contract until the Letter of Assent from the Prime Contractor has been received. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract number, and school name(s) or project site(s)).
- I certify under penalty of perjury under the laws of the State of California that my firm and X 5. all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- I certify under penalty of perjury under the laws of the State of California that my firm is X 6. still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

, at Los Angeles , California Executed on Signature of Authorized Officer

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to ronnie.bossier@lausd.net.

Sincerely,

Digitally signed by Ronnie Bossier Ronnie Bossier DN: cn=Ronnie Bossier, o, ou=Procurement Serv Division, email-ronnie bossier@lausd.net, c=US DN: cn=Ronnie Bossier, o, ou=Procurement Services Date: 2023.05.05 12:26:43 -07'00'

Ronnie Bossier Contract Administration Analyst

c: WTW Insurance Services Inspection Section File



# LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

MARK HOVATTER

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small

ALBERTO M. CARVALHO Superintendent of Schools

JUDITH REECE
Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

12/02/2022

MJ CONSTRUCTION DEVELOPMENT 328 SOUTH OAK STREET INGLEWOOD, CA 90301

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	<b>Expiry Date</b>
Small Business Enterprise	236210	12/02/2022	12/02/2025
Small Business Enterprise	236220	12/02/2022	12/02/2025

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 900029973.

Sincerely,

Lorena Padilla-Melendez

Director of Community Relations and Small Business