### **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 1, 2023

E-MAIL: yadi@alternatepc.com

### ALTERNATE POWER & CONSTRUCTION, INC. dba DANIAL'S ELECTRIC

17941 Ventura Blvd. #210 Encino, CA 91316

### NOTICE OF AWARD

**RFQ / Contract No:** R-23015 / 2330002

**SAP Contract No.:** <u>4400011608</u>

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

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$350,000 (BID ADJUSTMENT FACTOR 1.3000)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on June 1, 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 Bosser, o, oua-Prourement Services Division, email-connie bossiere@lausd.net, c=US Date: 2023.06.01 11:43:09-07:00'

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

### BID AND ACCEPTANCE FORM

### 1.01 BID SUBMISSION INSTRUCTIONS

Bidder Name: Alternate Power & Construction Inc.

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

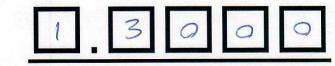
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM April 21, 2023
- 1.03 PROJECT IDENTIFICATION:
  - A. The undersigned, is 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) RFO/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 Nu

### 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.
- B. <u>Base Period</u> (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.
- 2. Work schedule.
- 3. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by LAUSD, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed Unit Price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced task.
- 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**

 $\overline{A}$  = 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)

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

### **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® (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.
- 7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

### 1.08 BASIS OF AWARD OF CONTRACT:

A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.

### B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

### Article 1 - Scope of Work

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

### **Article 2 - Time for Completion**

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

### 1.09 TIME IS OF THE ESSENCE.

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

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

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

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

Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE:	April 21,2023
By Alternate Power & (Firm Name as it appears  (Signature of authorized	on Contractor's State License)
Print Name: Yadi Ebrahimi	
Business Address: 17941 Vent	ura Blvd. #210
Encino, CA	91316
Contractor License No.: 958181	
Phone No. (818) 578-6184	
Fax No. (818) 578-6175	

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SUSS APR 21 AM II: 30

(CORPORATE SEA

FOR PROC	UREMENT USE ONLY
Con	tract Number
	330002
	30002
	with Plans
	with Specs

1.10 ACCEPTANCE

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

## ALTERNATE POWER & CONSTRUCTION, INC. dba DANIAL'S ELECTRIC {Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts} , a CORPORATION

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

This Contract is for the purpose of constructing that Project identified as JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-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 and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on	6/1/2023	, 20 at Los Angeles, California.
	GSA.	LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION  By: But White  Chief Procurement Officer or Designee

BLUE INK SIGNATURE REQUESTED

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM

SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

	Do	OCUMENT 00	4313	
NA	BID	SECURITY I	FORM	
Bond Number NA	AND INDEMNITY COMPANY			
ALTERNATE POWER & C	NAME AND ADDRESS OF A STATE OF A			Surety
				Bidder
Project Description: JC Bid Due Date: 04/21/20		SENERAL CO	NTRACTING SERVICES (R-2301:	5)
WHEREAS, the bidder is he	erewith submitting to OWNER the above	described bid, w	hich is attached hereto and made part there	of.
			I severally, to OWNER in the amount set for inistrators, and assigns, jointly and severall	
the terms, conditions, and c and shall furnish bond(s) as this obligation shall be void;	obligations to be kept and performed on the required by the Contract and Specificate otherwise it shall remain in full force an	the part of the bid tions, or the call fo d effect for a mini	er by OWNER, and if the bidder shall well, tr der, and shall within the required time enter or bids, or by law, with a surety acceptable to mum period of 60 days from the date of the	into a written contract OWNER, then
This instrument and the am be sustained by OWNER if		applied toward, bu	it shall not be considered a limitation upon, a cure the necessary bond(s), or fails to comp	
money set forth above. In a		r this bond, the C	ment shall be and hereby is expressly limite ourt shall award to the prevailing party in ar um of this bond.	
Dated this17TH	day of APRIL	20 23	ACKNOWLEDGMENT BY AN ATT	ORNEY-IN-FACT
ALTERNATE POWER & (	CONSTRUCTION INC.		State of	
1	BIDDER	19	County of	SS
By (signed)	ach thrahim /ad	16		
Title Vice Pre	Signature of Authorized Person		On	
Continue of the Continue of th	<del></del>	AND THE RESERVE OF THE PARTY OF		
DEVELOPERS SURET	AND INDEMNITY COMPANY		Personally appeared Personally known to me (or prove of satisfactory evidence) to be the is subscribed to this instrument	person whose name and acknowledged to
By (signed)	SURETY		me that he/she executed the same capacity, and that by his/her signat the person, or the entity upon beha	ure on the instrument
SHILO LEE LOSINO	Signature of Attorney-In-Fact		acted, executed the instrument.	
اللالما ووالما المالية			WITNESS my hand and official sea	(Notary Seal)
Address P.O. BOX 5939,			-	
City, State CLEVELAND	, OH 44101		MANAGE .	
Telephone 818-667-765	56			
ATTA	(THIS DOCUMENT CAN	NOT BE ALTER	Signature of No.  EY AND ALL-PURPOSE ACKNOWLE  ED, MODIFIED, OR CHANGED.)  ubmit this form shall render your bid  MENT	DGMENT.

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/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
its true and lawful Attorney-in-Fact, to make, it contracts of suretyship giving and granting upper to be done in connection therewith as e	into said Attorney-in-ract tun power	ing to each of said company fu	Il power of substitution an
and sha is Power of Attorney is granted and is signed SURANCE COMPANY and DEVELOPERS	the state of the following	ng resolutions adopted by the Board of PANY (collectively, "Company") on N	Directors of COREPOINT ovember 3, 2022.
RESOLVED, that Sam Zaza, Senior Vice Executive Underwriter, Surety, each an enhereby autkprized to execute a Power of Company be and each of them hereby is,	President, Surety Underwriting, Jar mployee of AmTrust North America Attorney, qualifying attorney(s)-in- icts of suretyship, or other suretyship authorized to attest the execution of a	mes Bell, Vice President, Surety Unde I, Inc., an affiliate of the Company (the fact named in the Power of Attorney obligations; and that the Secretary or a any such Power of Attorney.	rwriting, and Craig Daws e "Authorized Signors"), to to execute, on behalf of my Assistant Secretary of
RESOLVED, that the signature of any on the Company must be affixed to any such I shall be valid and binding upon the Comp which it is attached.	pany when so affixed and in the future	re with respect to any bond, undertaking	g or contract of suretyship
WITNESS WHEREOF, COREPOINTE INS esents to be signed by the Authorized Signor and	SURANCE COMPANY and DEVELO attested by their Secretary or Assista	ont Secretary this	22
By: Sant 3	3	NSURAN	SRETTORPORATES  1936
Printed Name: Sam Zaza Title: Senior Vice President, Surety		The second second	11.30 ×
TATE OF California	COUNTY OF Orange		
on this 5 <sup>th</sup> day of December, who proved to me on the basis of satisfactory on they executed the same in their authorized caphis instrument.		e moduliem me anima ap	nich the person acted, exec
certify, under penalty of perjury, under the la	aws of the State of California	that the foregoing paragraph is	true and correct.
VITNESS my hand and official scal.	Street of the training		DIANE J. KAWATA Notary Public - California Orange County Commission # 2284027 Comm. Expires Apr 28, 20
d	CORPORATE CERTI	FICATION	
The undersigned, the Secretary INDEMNITY COMPANY, does hereby certifthis Power of Attorney are in force as of the company of t	or Assistant Secretary of COREPO to that the provisions of the resolution	ner nicini NCE COMBANY and	DEVELOPERS SURETY of said corporations set fo
	he City of Cleveland, Ohio, this 22 da	ny of November, 2022.	
Barry W. Moses			
CONTRACT ADELLEC	Ba	rry W. Moses, Assistant Secretary	

POA No. N/A

### CERTIFICATION REQUIREMENTS

#### 1.01 GENERAL

Bidder Name: Alternate Power &

Construction,

- Bidder must comply and abide by the certification requirements contained herein by completing this document in A. its entirety and submitting with sealed bid.
- Failure to submit this document shall render the bid non-responsive. B.
- Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project C. (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.

#### **ETHICS POLICY** 1.02

- This certifies and confirms bidder is familiar with and in compliance with all provisions of the OWNER Ethics A. 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.
- The bidder further certifies that set forth below are the names of all former Board of Education Members and B. employees it intends to employ in connection with the services to be performed by the contract, who have been Board of Education Members or employed by the OWNER within the last three (3) years.

	(IF THIS SECTION DOES NOT APPLY, PLEASE INDICATE "NONE" OR "N/A" BELOW.)
	Former Board of Education Members, Employees, Consultants, Subcontractors:
	N/A
C.	The OWNER Ethics Policy is available online through the following link:
	https://achieve.lausd.net/Page/14037
D.	Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
	1. Do you or others in your organization do the following: (please check all that apply)
	Attend or arrange meetings with OWNER officials in person or over the phone;

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)
X	CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.

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

- 2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf? **OR**
- 2b. Does a client pay your organization to conduct these activities on the client's behalf?

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

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

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

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

### INSTRUCTIONS

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <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:
  - a. Safe and healthy working conditions
  - b. Prohibition of child labor
  - c. Disclosure of manufacturing plant locations
  - d. Verification and enforcement mechanisms
  - e. Compliance with applicable codes
  - f. Penalties for violations
  - g. Responsible bidder forms
  - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District's Sweat-Free Procurement Policy as set forth in this section.

### 1.04 PREVAILING WAGES

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

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

Bidder Name:	Alternate	Power	&
	Construct	ion, In	nc.

### 1.07 DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD

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

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

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

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

### 1.08 BIDDER CERTIFICATION

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

By: Yadi Ebrahimi - Vice President
Signature and Title of Bidder Representative

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

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

**END OF DOCUMENT** 

### NON-COLLUSION AFFIDAVIT

1.0	)1	(	<b>JEN</b>	E	CA.	L

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

State of California County of Ca							
County ofCa	allionnia	Yadi Ebrahim	ii		being first duly sy	worn, depos	es and says that he or she
	(Name o	f person signing bid)					
	of Signer)	f Alternate		& Cons of Licensee I		Inc.	_ is the party making the
foregoing bid, the or corporation; the put in a false or sham bid, or any communication, of the bid price, or oproposed contract bid price or any b	bid is not made in the bid is genuine and ham bid, and has now yone shall refrain from conference with a first that any other bid to that all statements treakdown thereof, con, partnership, comp	I not collusive or sham; directly or indirectly come bidding; that the bidding one to fix the price of ter, or to secure any advicentained in the bid are	alf of, any u the bidder holluded, consider has not in the bidder of antage again true; and, for divulged in	ndisclosed penas not direct spired, connivation any manner or any other bust the public urther, the binformation on	erson, partnership, ly or indirectly ind wed, or agreed with directly or indirectly or indirectly idder, or to fix any body awarding the dder has not, direct data relative there	uced or soling any bidder ctly, sought overhead, contract of tly or indirecto, or paid,	profit, or cost element of f anyone interested in the ectly, submitted his or her and will not pay, any fee
Bidder Name		Power & Cons t appears on Contractor			2.		Check One:
IDG FII	1	r: 27-4256452					Sole Ownership
•							Partnership
Contractor's State	e License: 958	181 A	, в, с	10, C4	6		
							Corporation X
Name of License	Holder: Altern	ate Power &	Consti	ruction	, Inc.		Other
Expiration Date:	2/28/2025						
Address 1794	1 Ventura	Blvd. #210			Phon	ne (818)	578-6175
City Encine	0	State CA Zip Coo	ie 9131	6	Fax (818)	578-61	.75
"The signature b California the for		o all the stated conditionrect."				perjury und	er the laws of the State of
<i></i>	Print N	ame		1-1	Sig	nature and	Title
(Affidavit shall b	e signed by bidder o	r an authorized represer	itative of bid	lder. Do not			
Dated this	24th	day of Apr	i.1	2023			
	(THIS DO	OCUMENT <u>CANNO</u> SUBMIT THIS FO	T BE AL	ΓERED, Μ	ODIFIED, OR		

END OF DOCUMENT

### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01	GENERAL	Bidder Name: Alternate Pov	ver
1.01	GENERAL	Construction	

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. <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.	(CITY, STATE)
	14.6	7 32 7	
		85-	

(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 RFO/BID NO. R-23015 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

BOND # 0101024

### PAYMENT BOND (LABOR AND MATERIAL)

Amount  NOW, THEREPORE, the CONTRACTOR, as Principal, and the following named Surety, DEVELOPERS SURETY AND INDEMNITY COMPANY are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themsetves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:  PAYMENT BOND  In an amount equal to Ope Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligations is that the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for about the performance of the Work contracted to be done, for the payment of the Contract or the performance of the Work contracted to be done, or about the performance of the Work to the Contract or the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Evil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date of the Chiractor and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date of the Chiractor and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date of the performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Order of the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time,	WHER	EAS, LOS ANGELES UNIFIED SCHOOL DIST	TRICT BOARI	O OF EDUCATION,		
for R-23015 / 2330002 GENERAL CONTRACTING SERVICES (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 are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:  PAYMENT BOND  In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligations is that if you have the condition of this obligation is that if you have the condition of this obligation is that if you have the condition of this obligation is that if you have the condition of this obligation is that if you have the condition of this obligation is that if you have the condition of this obligation is that if you have the condition of the solidary of the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the hearth of any and all persons, companies, and curporations or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the hearth of any and all persons, companies, and curporations or about the performance of the Work contracted to be doubted, withheld, and paid over to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such that the surety will pay for the same, in an amount not exceeding the sums specified above, and also, in case suit is brought upon the bond.  The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract Documents.  Signed and scaled this  OTHER WORK OF THE WORK OF THE WORK OF THE WORK OF THE WORK OF TH	hereina	after called the OWNER, andALTERNATE POV	VER & CONST	RUCTION INC.		
The Result of the 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 are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:  PAYMENT BOND  In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if provisions, provender or other supplies, or teams, used in, upon, for about the performance of the Work contracted to be done, or any work or labor thereon of any kind, or for amounts due under the CON RACTOR and his Subcendance to be caused to the Franchise Tax Board from the wages of employees of the CON RACTOR and his Subcendance to principal and surety will pay for the same, in an amount not exceeding the sun specified above, and also, in case suit is brought upon the bond.  The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bends, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract Or to the Work to be performed thereunder shall in anywise affect its obligations on the above bends, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract Or to the Work to be performed thereunder shall in anywise affect its obligations on the above bends, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract Or to the Work to be performed thereunder shall in anywise affect its obligations on the	hereina	ofter called the CONTRACTOR, have entered into	a Contract			
THREE HUNGRED 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 are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:  PAYMENT BOND  In an amount equal to One Hundred Percent (100%) of the above Maximum Contribut. When the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or for amounts due under the Contractor or bis Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or for amounts due under the Contractor or bis Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or for amounts due under the Contractor or bis Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or for amounts due under the Contractor or bis Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or for amounts due under the Contractor or his Subcontractors programs in Section 1806 of the Franchise Tax Hourd from the wages of employees of the Contract of the Franchise Tax Hourd from the wages of employees of the CONTRACTOR and his Subcontractors programs in Section 1806 of the Franchise Tax Hourd from the wages of employees of the CONTRACTOR and his Subcontractors programs in Section 1806 of the Franchise Tax Hourd from the wages of employees of the CONTRACTOR and his subcontractors programs in Section 1806 of the Franchise Tax Hourd from the wages of employees of the Contract Documents.  Signed and sealed this   1614  CONTRACTOR PRINCIPAL  ALTERNATE POWER & CONSTRUCTION INC.  PEVELOPERS SURETY ADMINISTENTY COMPANY  BY  SHILD LEE LOSING  Attorney-in-Fact  Address PO BOX 5539 CLEVELANO of 44101  Telephone Numbe	dated	MAY 5, 2023				
NOW, THEREPORE, the CONTRACTOR, as Principal, and the following named Surety, DEVELOPERS SURETY AND INDEMNITY COMPANY are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:  PAYMENT BOND  In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value, The condition of this obligation is that if the Contractor of his Subcontractors, fail to pay for any materials, and the Contractor of his Subcontractors, fail to pay for any materials, or about the performance of the Work contracted to be done, or for any work or labor, and when there on of any kind, or for amounts due under the benefit of any and all presons, companies, and corporations and young work or labor, and when there one of any kind, or for amounts due under the benefit of any and all presons, companies, and corporations any work or labor, and when there one of any such the successory of the Civil Code and acts amendatory thereof, and shall the Franchise Tax Board from the wages of employees of the Civil Code and acts amendatory thereof, and shall the Franchise Tax Board from the wages of the Civil Code and acts amendatory thereof, and shall the Franchise Tax Board from the wages of the Civil Code and acts amendatory thereof, and shall the Franchise Tax Board from the wages of the Civil Code and acts amendatory thereof, and shall the Franchise Tax Board from the wages of the Civil Code and acts amendatory thereof, and shall allow the proportion of the Civil Code and acts amendatory thereof, and shall have an advanced to the civil Code and acts amendatory thereof, and shall have the court of the Civil Code and acts amendatory thereof, and shall have a successor of the civil Code and acts amendatory thereof, and shall have a successor of the Civil Code and acts amendatory thereof, and shall have a successor of	for _F	R-23015 / 2330002 GENERAL CONTRACTING SE	RVICES (PSA)			
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed and station code, with respect to such work and labor that the Work to be performed to the condens of the Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work contracted to be more than the Franchise Theorem the wages of employees of the Contract or to their assigns.  The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.  Signed and scaled this   16TH			ARS AND NO	100THS (\$350,000.00	0)	
PAYMENT BOND  In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, and the Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, and the condition of the subtle provisions, provisio	NOW,	THEREFORE, the CONTRACTOR, as Principal,	and the follow	ving named Surety, C	EVELOPERS :	SURETY AND INDEMNITY COMPANY
In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor of his Subcontractors, fail to pay for any materials, must be contracted to his obligation is that if the Contractor of his Subcontractors, fail to pay for any materials, must be the ment of any kind, of ror amounts due under the Unemployment Insurance Code with respect to such work or labor, or do rany awark or labor, the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over the Franchise fax. Board from the wages of employees of the Cort and his subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Revexel Ots and his Subcontractors pursuant to Section 1800 of the Subcontractors pu	are held and Sui	d and firmly bound to the OWNER in the amount rety bind themselves, their heirs, executors, admin	set forth under histrators, succe	the bond, for the payessors and assigns join	ment whereof i	in the manner specified, the Principal lly, firmly by these presents:
the Franchise Tax Board from the wages of employees of the CONTRACTOR and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety will pay for the same, in an amount not exceeding the sum specified above, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.  The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.  Signed and scaled this		PAYMENT BOND				
CONTRACTOR/PRINCIPAL ALTERNATE POWER & CONSTRUCTION INC.  By SHILO LEE LOSING Attorney-in-Fact Address P.O. BOX 5939, CLEVELAND OH 44101 Telephone Number 818-667-7656 Bond Number 0101024  The OWNER will obtain the following certification:  CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE  I hereby certify: 1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect. 2. That there is on file in this office the financial statement of the surety for the period ending showing capital and surplus not less than ten times the amount of the above Contract Value,  Dean C. Logan, County Clerk  Date  By	the Co provision of about or about unemptor any wo Unemptor any the Fri CONTI the Res that the sum sp a reason The Su to the V	intractor or his Subcontractors, fail to pay for an ons, provender or other supplies, or teams, used at the performance of the Work contracted to be low for labor thereon of any kind, or for amounts of contracted to be deducted, withheld, and anchise Tax Board from the wages of employed and the subcontractors pursuant to Section 2007. The supplies of the same, in an amount not experience above, and also, in case suit is brought up nable attorney's fee, to be fixed by the court.  Tety, for value received, hereby stipulates and agree Work to be performed thereunder shall in anywise	ny materials, in, upon, for done, or for done, or for lue under the k or labor, or paid over to byces of the unit 18806 of or the upon the bond, ees that no charaffect its oblig	nge, extension of time ations on the above b	e, alteration or a	addition to the terms of the Contract or
CONTRACTOR/PRINCIPAL ALTERNATE POWER & CONSTRUCTION INC.  By SHILO LEE LOSING Attorney-in-Fact Address P.O. BOX 5939, CLEVELAND OH 44101 Telephone Number 818-667-7656 Bond Number 0101024  The OWNER will obtain the following certification:  CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE I hereby certify:  1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.  That there is on file in this office the financial statement of the surety for the period ending showing capital and surplus not less than ten times the amount of the above Contract Value,  Dean C. Logan, County Clerk		1674	nis of the Con		MAY	20 23
I hereby certify:  1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.  2. That there is on file in this office the financial statement of the surety for the period ending showing capital and surplus not less than ten times the amount of the above Contract Value,  Dean C. Logan, County Clerk  Date By	alteri By_	CONTRACTOR/PRINCIPAL NATE POWER & CONSTRUCTION INC.	B S A T	HILO LEE LOSING  ddress P.O. BOX elephone Number	Atto 5939, CLEVEL 818-667-76	orney-in-Fact AND OH 44101
CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE  I hereby certify:  That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.  That there is on file in this office the financial statement of the surety for the period ending showing capital and surplus not less than ten times the amount of the above Contract Value.  Dean C. Logan, County Clerk  Date By	The OV	VNER will obtain the following certification:				
<ol> <li>That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.</li> <li>That there is on file in this office the financial statement of the surety for the period ending showing capital and surplus not less than ten times the amount of the above Contract Value.</li> </ol> Dean C. Logan, County Clerk Date By		CERTIFICATI	ON BY LOS A	ANGELES COUNTY	CLERK'S OF	FICE
DateBy	1.	That the Surety named above has been certified such authority is in full force and effect.  That there is on file in this office the financial s	statement of the	surety for the period	l ending	ed Surety Insurer and that
				De	an C. Logan, C	ounty Clerk
	Date		By			

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
of suretyship giving and granting unto said Attorney-in-Fact full nower are	ledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts I authority to do and to perform every act necessary, requisite or proper to be done in the of said company full power of substitution and revocation, and all of the acts of said red. This Power of Attorney is effective 5//442023 and
This Power of Attorney is granted and is signed under and by authority of the f COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY	following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE (collectively, "Company") on February 10, 2023.
of Attorney, qualifying attorney(s)-in-fact named in the Power of At	dell. Vice President, Surery Underwriting, and Craig Dissays, Essentive Underwriter, of the Company (the "Authorized Signors"), are hereby authorized to execute a Power torney to execute, on behalf of the Company, bonds, undertakings and contracts of Assistant Secretary of the Company be, and each of them hereby is, authorized to attest
must be affixed to any such Power of Attorney, and any such signatur	d the Secretary or any Assistant Secretary of the Company, and the seal of the Company re or seal may be affixed by facsimile, and such Power of Attorney shall be valid and sect to any bond, undertaking or contract of suretyship to which it is attached
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DI	EVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be
signed by the Authorized Signor and attested by their Secretary or Assistant Sec	retary this March 27, 2023
777	Manually, Manually,
By:	INSURANCE Y AND WA
	- STORPORIS & STORPORIS CORPORIS
Printed Name Sam Zaza	- 10/- 10:10/1
Title: President, Surety Underwriting	— WSEAL 新 1936 点
ACKNOWLEDGEMENT:	S. SELAWARE. F. S. S. SALFORNING S.
A notary public or other officer completing this certificate identity of the individual who signed the document to which attached, and not the truthfulness, accuracy, or validity of t	th this certificate is
STATE OF California COUNTY OF Orange	ile.
On this 27 day of March 2023 before me. Hoang-Q	Auran Die Die
who proved to me on the basis of satisfactory evidence to be the person whose the same in their authorized capacity, and that by the signature on the instrum	name 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	V
Signature Hoard Duyen Pour	HOANG-QUYEN P. PHAM Motary Public - California Orange County Commission # 2432970 Aly Comm. Expires Dec 31, 2026
CORPORAT	E CERTIFICATION
	POINTE INSURANCE COMPANY and DEVELOPERS SURFETY AND INDEMNITY
COMPANY, does hereby certify that the provisions of the resolutions of the rare in force as of the date of this Certification	respective Boards of Directors of said corporations set forth in this Power of Attorney
This Certification is executed in the City of Cleveland, Ohio, this N	March 10, 3023
	naici 12, 2023.
GlocuSigned by:	
Barry W. Mosts Barry W	Moses, Assistant Secretary POA No. NA
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530	DF Ed. 0323

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this certificate is attached, and	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	
On 5/14/223 before me,	Lucas Patterson, Notary Public
Date	Here Insert Name and Title of the Officer
7.1075	Shilo Lee Losino
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and ack	
	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 Chinin, Expires Mar 17, 2025	WITNESS my hand and official seal.  Signature  Signature of Notary Public
	OPTIONAL  If this information can deter alteration of the document or  If this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of	OPTIONAL If this information can deter alteration of the document or If this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of Description of Attached Document	this information can deter alteration of the document or
Though this section is optional, completing fraudulent reattachment of Description of Attached Document  Title or Type of Document:	this information can deter alteration of the document or if this form to an unintended document.  Document Date:
Though this section is optional, completing fraudulent reattachment of Description of Attached Document  Title or Type of Document:  Number of Pages:  Capacity(ies) Claimed by Signer(s)	this information can deter alteration of the document or if this form to an unintended document.  Document Date: Than Named Above: Signer's Name:
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Though this section is optional, completing fraudulent reattachment of the fraudulent reattachment reattachme	Than Named Above:  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General  Individual Attorney in Fact
Though this section is optional, completing fraudulent reattachment of the completing fraudulent reattachment of the completion of Attached Document  Title or Type of Document:  Number of Pages:  Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited — General	this information can deter alteration of the document of this form to an unintended document.  Document Date:  Than Named Above:  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact or Trustee Guardian or Conservator Other:

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BOND # 0101024

### DOCUMENT 00 6114

### PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and ALTERNATE POWER & CONSTRUCTION INC.
hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,
denominated as number R-23015 / 2330002
described as
and is in the Maximum Contract Value of THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100THS (\$350,000.00)
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 the HREE 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:
<ol> <li>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.</li> </ol>
2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:
a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued or the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or
d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days o SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:
IOD OF DED CONTRACT

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

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

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

10.

discretion.

Signed and sealed this	16TH	day of	MAY	20
2023				
LI TERMITE POWER & CONSTRUC	CONT	TRACTOR/PRINCIP.	AL	
LTERNATE POWER & CONSTRUC	HON INC.	~		
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sy four Graning	Title	e vice juco raffe		
DELET OPERS SUPE	TV 110 110 F1111 TV 0	OMPANY BY		
Surety Name DEVELOPERS SURE		Attorney-in-	Fact: SHILO LEE LOSI	VCI
Address of Surety P.O. BOX 5939		Address 20335	VENTURA BLVD., STE 42	26
CLEVELAND, OH 44101		WOODLAND HIL	LS, CA 91364	
Telephone Number 818-667-76	56			
Bond Number 0101024		Telephone Num	ber 818-667-7656	
The OWNER will obtain the following	na aurification	A CONTRACTOR OF THE PARTY OF TH	William Co.	
he Owner will obtain the following	ng certification.			
	RTIFICATION BY LO	S ANGELES COUNTY CL	ERK'S OFFICE	
hereby certify:	un haa haan aanii Gad he	sha Ctata Inganana Commi	salaman as an admitted Cum	ater Incomes and that
That the Surety named abo such authority is in full for		the State Insurance Commis	istoner as an admitted Sur	ery mismer and mar
		ement of the surety for the pe	eriod ending	
showing capital and surplu	s not less than ten times	the amount of the above Co	ntract Value.	
		Dean C. Logan, Cou	inty Clerk	
		Dean C. Logan, Cot	inj Cicia	
Date		By		
			Deputy	

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  $\underline{\text{CANNOT}}$  BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 REVISED 01/05/2012 PERFORMANCE BOND 00 6114-3

# 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
of suretyship giving and granting unto said Attorney	ute, deliver and acknowledge, for and on behalf of said companies, is in-fact full power and authority to do and to perform every act do, but reserving to each of said company full pamer of substitution of said company full pamer of substitution of said company full pamer of substitution of said company full pamer of substitutions. This Power of Attorney is effective	necessary, requisite or proper to be done i
This Power of Attorney is granted and is signed under COMPANY and DEVELOPERS SURETY AND INL	and by authority of the following resolutions adopted by the Board DEMNITY COMPANY (collectively, "Company") on February 10	of Directors of COREPOINTE INSURANCE, 2023.
Surety, each an employee of AmTrust North Al of Attorney, qualifying attorney(s)-in-fact nan	Underwriting, James Bell, Vice President, Surety Underwriting, merica, Inc., an affiliate of the Company (the "Authorized Signors and in the Power of Attorney to execute, on behalf of the Company be, and that the Secretary or any Assistant Secretary of the Company be, and	"), are hereby authorized to execute a Powe
must be affixed to any such Power of Attorney	e Authorized Signors and the Secretary or any Assistant Secretary or, and any such signature or seal may be affixed by facsimile, and lin the future with respect to any bond, undertaking or contract of	such Power of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURAN	NCE COMPANY and DEVELOPERS SURETY AND INDEMNITY	COMPANY have caused these presents to b
signed by the Authorized Signor and attested by their Se	ecretary or Assistant Secretary this March 27, 2023	
777	Manager of the Control of the Contro	e
By:	INSURAN	OF STREET AND WO
Printed Name Sam Zaza	A PORA	CORPORDE CE
	10 CEAT	9 9 1000
Title: President, Surety Underwriting	——————————————————————————————————————	J. 急 監 1936 15
	0.	18: 01.0
ACKNOWLEDGEMENT:	O SELAWARE	T. LIFORN JO
ACKNOW DEDOLINE, VI.	*****	Time Time A Marin
Ta. 000000000000000000000000000000000000	"Mannes	************
A notary public or other officer complete	ting this certificate verifies only the	
identity of the individual who signed the		
attached, and not the truthfulness, accur	acy, or validity of that document.	
STATE OF California	COUNTY OF Orange	
On this 27 day of March . 20 23	, before me. <u>Hoang-Quyen Phu Pham</u> , personally app	neured Sum Zore
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 they executed
the same in their authorized capacity, and that by the	signature on the instrument the entities upon behalf which the person	on acted, executed this instrument.
certify, under penalty of perjury, under the laws of the	ne State of California that the foregoing	paragraph is true and correct
WITNESS my hand and official seal		well-some authority in
		HOANG-QUYEN P. PHAM
	123	Notary Public - California
Signature Hours Quise 4		Orange County \$
0800		My Commission # 2432970 My Comm. Expires Dec 31, 2026
	CORPORATE CERTIFICATION	
The understoned the Secretary of Assist-	int Secretary of COREPOINTE INSURANCE COMPANY and D	CUELANCIA SUBTESTA AND NASCA DURAN
COMPANY, does hereby certify that the provisions of are in force as of the date of this Certification	f the resolutions of the respective Boards of Directors of said corp	orations set forth in this Power of Attorney
This Certification is executed in the City of	f Cleveland, Ohio, this March 19, 2023	
DocuSigned by:		
By Barne W. Mases	Darm W. Marau A	DOLL ALIA
Darry IN MOSCS	Barry W. Moses, Assistant Secretary	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796	6-837E-C1E455E6530F	Ed. 0323

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this ce document to which this certificate is attached, and	rtificate 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	)
on 5/14/2023 before me, _	Lucas Patterson, Notary Public
Date Defore me,	Here Insert Name and Title of the Officer
	Shilo Lee Losino
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and ack	tory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) 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
Place Notary Seal Above  Though this section is optional, completing fraudulent reattachment o	OPTIONAL  this information can deter alteration of the document or fine the comment of the form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Title of Type of Document.	
Number of Pages: Signer(s) Other	Than Named Above:
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)	
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:	Signer's Name:
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):	Signer's Name: ☐ Corporate Officer — Title(s):
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:  □ Corporate Officer — Title(s):  □ Partner — □ Limited □ General	Signer's Name:
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):	Signer's Name:  Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator
Number of Pages: Signer(s) Other  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Limited  General  Individual  Attorney in Fact	Signer's Name:  Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:

### **Bossier, Ronnie**

From: Yadi Ebrahimi <yadi@alternatepc.com>
Sent: Tuesday, May 30, 2023 12:47 PM

To:Bossier, RonnieCc:Stepanyan, Gayane

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

for Contract Number: R-23015 2330002.00 WC Policy Number: 900 0199003 -

#C338128

Attachments: Alternate\_Power\_Construction\_Inc\_OCIP\_V\_-JOC\_Contracts\_COI\_d3ec987b-68e1-4a13-

90d1-3d2c1bb253a8.pdf; SampleCOIEnrolledParties.pdf

**CAUTION: EXTERNAL EMAIL** 

Please see attached. Thanks Yadi

From: Mohammad Ansari From Willis Towers Watson via Wrap Portal [mailto:reply@wrapportal.net]

Sent: Tuesday, May 30, 2023 12:41 PM

**To:** Yadi Ebrahimi <yadi@alternatepc.com>; lausd.ocip@willistowerswatson.com

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

23015 2330002.00 WC Policy Number: 900 0199003 - #C338128

Attn: Yadi Ebrahimi

**Alternate Power & Construction, Inc.** 

17941 Ventura Blvd

Suite 210

**Encino, CA 91316** 

Parent Contractor Name: Los Angeles Unified School District

Work Location: OCIP V - JOC Contracts

Dear Yadi,

Welcome, you have been enrolled into the LAUSD's OCIP V for work performed under contract number R-23015 2330002.00. 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: http://www.esis.com/awcmpn

If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 7002168. <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

DATE (MM/DD/YYYY) 5/30/2023

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	5555675-E-1	CONTACT Irene Montes	
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (A/C, 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		INSURER B: Starr Specialty Insurance Company	16109
	Alternate Power & Construction, Inc. 17941 Ventura Blvd	INSURER C: Starr Indemnity & Liability Company	
	Suite 210	INSURER D: Endurance Risk Solutions Assurance Company	
	Encino, CA 91316	INSURER E: ACE Property & Casualty Insurance Co.	
		INSURER F: Great American Security Ins. Company	

#### COVERAGES CERTIFICATE NUMBER: LASUDY - 00002157

#### 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.

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AND I	RKERS COMPENSAT EMPLOYERS' LIAB	LITY							X PER STATUTE OTHER		
B OFFIC	PROPRIETOR/PARTNI ICER/MEMBER EXCLUI		CUTIVE Y/N	Y	Y	900 0199003	5/12/2023	5/1/2024	E.L. EACH ACCIDENT	s	1,000,000
	(Mandatory in NH)  If yes, describe under				The state of the s	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
DESC	DESCRIPTION OF OPERATIONS below								E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

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 2330002.00. 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 MSTR - Master

CANCELLATION

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 \$15,000,000	Each Occurrence Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	5/12/2023	5/1/2028	\$15,000,000 \$15,000,000	Each Occurrence Aggregate
F: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	5/12/2023	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
G: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	5/12/2023	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	5/12/2023	5/1/2028	\$10,000,000 \$10,000,000	Each Occurrence Aggregate
I: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	5/12/2023	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate
J: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	5/12/2023	5/1/2028	\$25,000,000 \$25,000,000	Each Occurrence Aggregate

### OTHER INSURERS NAIC NUMBER:

G Ascot Specialty Insurance Company -

H Shepherd Specialty Insurance Services, Inc. NORTH AMERICAN CAPACITY INSURANCE

COMPANY -

J Starr Surplus Lines Insurance Company - 13604

Date Entered:

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

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 CONTACT DARA LASKI
NAME: DARA LASKI
PHONE
(A/C. No. Ext): (818) 346-1333 DARA LYNN INSURANCE SERVICES, INC. P.O. BOX 5208 FAX (A/C, No): (818) 337-2237 ADDRESS: DARALYNNINC@AOL.COM WEST HILLS, CA 91308 INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL CASUALTY COMPANY INSURED ALTERNATE POWER & CONSTRUCTION INC. INSURER B : INTEGON NATIONAL INSURANCE COMPANY DBA DANIAL'S ELECTRIC CO INSURERC: STATE COMPENSATION INSURANCE FUND 759 AVONGLEN TERRACE INSURER D GLENDALE, CA 91206 INSURER E INSURER F COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REPUBLISHED HEREIN IS SUBJECT TO ALL THE TERMS.

TR		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP (MM/DD/YYYY)	LIMI	TS
•	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER	X	C6983485620	11/01/2022	11/01/2023	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Es occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
ı						PERSONAL & ADV INJURY	\$1,000,000
	PRO.					GENERAL AGGREGATE	\$2,000,000
	OTHER					PRODUCTS - COMP/OP AGG	\$2,000,000
1	AUTOMOBILE LIABILITY						\$
· · · · · · · · · · · · · · · · · · ·	ANY AUTO		2005281316	07/08/2022	07/08/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
-	OWNED AUTOS ONLY SCHEDULED AUTOS ONLY HIRED NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
***************************************						BODILY INJURY (Per accident)	8
-						PROPERTY DAMAGE (Per accident)	\$
_	UMBRELLA LIAB OCCUR						\$
-	EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE	s
	DED RETENTION \$					AGGREGATE	\$
V	WORKERS COMPENSATION						S
A	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		1951949	04/01/2023	04/01/2024	X STATUTE   GTH-	
11		N/A				E.L. EACH ACCIDENT	s 1,000,000
H						E L. DISEASE - EA EMPLOYEE	s1,000,000
Ī						E.L. DISEASE - POLICY LIMIT	\$1,000,000
William I							***************************************
National Co.	1						
20	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES					-	

CONTRACT NO. R-23015/2330002 GENERAL CONTRACTING SERVICES (PSA)

LOS ANGELES UNIFIED SCHOOL DISTRICT IS NAMED ADDITIONAL INSURED FOR OFFSITE OPERATIONS PER ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

CANCELLATION

LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) ATTN: FACILITIES CONSTRUCTION CONTRACTS 333 S BEAUDRY AVE, 28TH FLOOR LOS ANGELES, CA 90017

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

**AUTHORIZED REPRESENTATIVE** 



17941 Ventura Blvd. #210, Encino, CA Tel: 818.578.6184 Fax: 818.578.6175

> Lic. # 958181 (A, B, C10, C46) DIR # 1000019090

### LETTER OF ASSENT

Alternate Power & Construction Inc. 17921 Ventura Blvd. #210 Encino, CA 91316

DATE: 05/11/2023

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

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

### To Whom It May Concern:

This is to confirm that Alternate Power & Construction Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement -- New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No.R-23015 / 2230002 for the Job Order Contract- General Contracting Services project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Yadi Ebrahimi Vice President

Alternate Power & Construction, Inc.



## LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

MARK HOVATTER

Business

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small

AUSTIN BEUTNER
Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

10/08/2020

ALTERNATE POWER & CONSTRUCTION DBA DANIEL#S ELECTRIC 759 AVONGLEN TER GLENDALE, CA 91206

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Small Business Enterprise

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

Certification type	NAICS Code (If applicable)	Start Date	Expiry Date
Small Business Enterprise	236220	10/08/2020	10/08/2023

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 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.

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900044325.

Sincerely,

Lorena Padilla-Melendez

Lu Roll

Director of Community Relations and Small Business

Small Rusiness Enterroise # 222 S Resultry Aug 22nd El # Los Anneles CA 90017 # Phone (212) 241-1201 # Fax (212) 241-6845