

Los Angeles Unified School District  
**PROCUREMENT SERVICES DIVISION**

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017  
Telephone (213) 241-3087 ♦ Fax (213) 241-2853

**ALBERTO M. CARVALHO**  
*Superintendent*

**KARLA ESTRADA**  
*Deputy Superintendent of Instruction*

**PEDRO SALCIDO**  
*Deputy Superintendent of Business Services & Operations*



**CHRISTOPHER D. MOUNT-BENITES**  
*Interim Chief Business Officer*

**SUNG YON LEE**  
*Deputy Chief Business Officer*

**MATTHEW A. FRIEDMAN**  
*Interim Chief Procurement Officer*

1/13/2025

SENT VIA EMAIL: [estimating@bestcontracting.com](mailto:estimating@bestcontracting.com)

**BEST CONTRACTING SERVICES, INC.**  
**ATTN: Sean Tabazadeh, CEO Secretary**  
**19027 S. Hamilton Ave.**  
**Gardena, CA 90248**

**NOTICE OF AWARD**

**Bid /Contract No.:** 2510049 (COLIN ID# 10372968)  
**Project Name:** OPEN CHARTER MAGNET SCHOOL (SCOPE ID 226909)  
**Description:** ROOFING (PSA) (COST CENTER 1588901)  
**Contract Amount:** \$1,428,175.00  
**Contract Duration:** 450 CALENDAR DAYS

This is your notice that you have been awarded the contract for the above-referenced project on **JANUARY 7, 2025**, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

**Please contact your project Owner Authorized Representative (OAR), LIGIA MURDOCK, at (213) 219-3396, regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.**

Should you have any questions regarding award of contract, please contact the undersigned at (213) 241-3153.

Sincerely,  
DocuSigned by:  
*Courtney Pettus*  
ABDA47811638489...  
Courtney Pettus  
Contract Administration Manager

c: Denisse Castillo, Program Manager  
Ligia Murdock, OAR  
Inspection Section  
John McEvoy  
Willis Towers Watson  
Existing Facilities P/S

(When required)  
RECORDING REQUESTED BY AND MAIL TO:

LOS ANGELES DAILY JOURNAL  
~ SINCE 1888 ~

915 E 1ST ST, LOS ANGELES, CA 90012  
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026  
Telephone (213) 229-5300 / Fax (213) 229-5481

GABRIELA FLORES  
WILLIAM SIU  
333 SO. BEAUDRY AVE, 28TH FLOOR  
LOS ANGELES, CA - 90017

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California )  
County of Los Angeles ) ss

Notice Type: BID2 - NOTICE INVITING BIDS (2 PUBS)

Ad Description:  
2510047-50 Community Elementary & Various - Roofing

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

10/23/2024, 10/28/2024

Executed on: 10/28/2024  
At Los Angeles, California

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

*Robert J. Marklin*

Signature



This space for filing stamp only

DJ#: 3864398

**NOTICE TO CONTRACTORS**  
BIDDERS ARE CAUTIONED TO EXAMINE CAREFULLY SPECIFICATIONS AND BID FORMS BEFORE BIDDING.  
Notice is hereby given that the Board of Education of the City of Los Angeles will receive bids from the District's list of pre-qualified contractors to furnish all labor and material for the following:  
**THE FOLLOWING PROJECT(S) ARE FUNDED BY PROPOSITIONS WHICH WERE APPROVED BY THE VOTERS AND IS SUBJECT TO THE PROJECT STABILIZATION AGREEMENT.**  
DATE OF BID OPENING: **November 14, 2024 (Thursday @ 1:00 PM)**  
**BID NUMBER: BID NO. 2510047, 2510048, 2510049, 2510050**  
**ROOFING at Community Elementary Magnet Charter school (COLIN ID# 10372192 / SCOPE ID# 226928).**  
**GRAND VIEW BOULEVARD ELEMENTARY SCHOOL (COLIN ID# 10372137 / SCOPE ID# 226932).**  
**OPEN CHARTER MAGNET SCHOOL (COLIN ID# 10372968 / SCOPE ID# 226909).**  
**ROSCOMARE ROAD ELEMENTARY SCHOOL (COLIN ID# 10372086 / SCOPE ID# 226907).**

**MANDATORY** pre-bid Meeting: 10/30/2024 (Wednesday @ 7:00 AM). Prime contractor shall hold license in the following classification(s): **B - General Building or C-39 Roofing** license required. Contractor Caused Compensable Delay (L.D.): \$ 500.00 - \$750.00 per calendar day. The anticipated construction bond estimate for the Work of this Project is \$5,144,000.00. Bidder should note that OWNER's prequalification program has been expanded pursuant to Public Contract Code 20111.6 to include mechanical, electrical and plumbing subcontractors, 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. Bidders who will be utilizing a first-tier subcontractor to perform such specialty work must select a subcontractor from the OWNER's List of Prequalified Subcontractors.

Effective March 1, 2015, a contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal unless currently registered with the California Department of Industrial Relations (DIR). For any contract awarded on or after April 1, 2015, a contractor or subcontractor shall not engage in the performance of any contract unless currently registered with the DIR.

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

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

Copies of the prevailing rate of per diem wages are on file at the following District office and shall be made available to any interested party on request: Facilities Support Services/Labor Compliance Program

333 S. Beaudry Avenue,

19<sup>th</sup> Floor,  
Los Angeles, CA 90017  
(213) 241-4665

Each bid shall be in accordance with drawings, specifications and other contract documents now on file at Facilities Construction Contracts, 333 S. Beaudry Ave. Los Angeles, CA 90017. Bidding documents are available online at [www.crspring.com](http://www.crspring.com) in the "Public Planroom" and will be available Monday through Friday on 10/23/24 at Crisp Imaging - 1829 Main St., Los Angeles, CA 90015 from 7:00 a.m. through 6:00 p.m. A fee will be charged for plans and specifications.

On February 25, 2003, the Board of Education adopted a twenty-five (25%) participation goal for Small Business Enterprise (SBE), per contract, based on the basis of award amount of funds allocated to the school construction and modernization program. This goal will be included in each construction contract.

**The Los Angeles Unified School District has implemented an electronic bid submittal process. Bidders are now required to utilize the District's online Supplier Portal to submit a bid package electronically. Bid shall be submitted by the bid due date.**

**to <https://vendors.lausd.net/irj/portal> for the transaction number associated with the solicitation.**

Attention of bidder is called to the provisions concerning bid guarantee in the Bid Form and contract bonds requirements in the General Conditions of the specifications.

The Board reserves the right to reject any or all bids, and to waive any informality in any bid.

**DATED: 10/23/24**  
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division.

10/23, 10/28/24

DJ-3864398#

## DOCUMENT 00 4100

## BID AND ACCEPTANCE FORM

Best Contracting Services, Inc.

Bidder Name: \_\_\_\_\_

## 1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, along with all other required bid forms, electronically as indicated in Section 00 2113 - Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: **Before 1:00 P.M. on November 14, 2024**

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

## 1.03 PROJECT IDENTIFICATION:

A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for:

COMMUNITY ELEMENTARY MAGNET CHARTER SCHOOL – ROOFING PROJECT  
10372192 / 226928

GRAND VIEW BOULEVARD ELEMENTARY SCHOOL – ROOFING PROJECT 10372137 /  
226932

OPEN CHARTER MAGNET SCHOOL – ROOFING PROJECT 10372968 / 226909

ROSCOMARE ROAD ELEMENTARY SCHOOL – ROOFING PROJECT 10372086 / 226907

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division  
 Los Angeles Unified School District

## 1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number  
1 2

## 1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

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

**COMMUNITY ELEMENTARY MAGNET CHARTER SCHOOL** (\$ 1,877,875.00)  
 (10372192 / 226928) (numeric figures)

**GRAND VIEW BOULEVARD ELEMENTARY SCHOOL** (\$ 2,112,665.00)  
 (10372137 / 226932) (numeric figures)

**OPEN CHARTER MAGNET SCHOOL** (\$ 1,428,175.00)  
 (10372968 / 226909) (numeric figures)

**ROSCOMARE ROAD ELEMENTARY SCHOOL** (\$ 1,209,095.00)  
 (10372086 / 226907) (numeric figures)

ADDENDUM NO. 1

ROOFING PROJECT

COMMUNITY MAG. CHARTER, GRAND VIEW ES,

OPEN CHARTER MAG., ROSCOMARE ES

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**Total Lum Sum for Bundle**  
**(Contract will be awarded as a whole)**

(\$ 6,627,810.00 )  
 (numeric figures)

The current IFB consists of Community Elementary Magnet Charter School (10372192 / 226928), Grand View Boulevard Elementary School (10372137 / 226932), Open Charter Magnet (10372968 / 226909) and Roscomare Road Elementary School (10372086 / 226907). For the purposes of allocation of funding, Community Elementary Magnet Charter School will be considered to comprise 24% of the contract, Grand View Boulevard Elementary School will be 35%, Open Charter Magnet will be 22%, and Roscomare Road Elementary School will be 19%. The approved Schedule of Values will be based on this breakdown.

- 1.06 BID ITEMS - N/A
- 1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. N/A
- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.
- 1.09 BASIS OF AWARD OF CONTRACT:
- A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
- B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.
- C. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Article 1 - Scope of Work**

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

**COMMUNITY ELEMENTARY MAGNET CHARTER SCHOOL, ROOFING PROJECT (PSA)**

**2510047 | 10372192 | 226928**

**GRAND VIEW BOULEVARD ELEMENTARY SCHOOL, ROOFING PROJECT (PSA)**

**2510048 | 10372137 | 226932**

**OPEN CHARTER MAGNET SCHOOL, ROOFING PROJECT (PSA)**

**2510049 | 10372968 | 226909**

**ROSCOMARE ROAD ELEMENTARY SCHOOL, ROOFING PROJECT (PSA)**

**2510050 | 10372086 | 226907**

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 OPEN CHARTER MAG., ROSCOMARE ES

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

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 450 concurrent calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

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

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

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

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

## **Article 4 - Insurance**

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

## **Article 5 - Bonding**

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

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

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

## **Article 7 - Lead Renovation, Repair & Paint (RRP) Rule Requirements**

- A. Bidder Requirement
  1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
  2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.

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 OPEN CHARTER MAG., ROSCOMARE ES

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3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, telecommunication, remodeling, and repair/maintenance firms.

B. General Requirement

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

**Article 8 - Internal Revenue Code Section 179D**

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

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

1. LAUSD has retained an Energy Policy Act ("EPAct") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPAct Coordinator is authorized.
2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.
3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.
4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.
5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)

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6. EPAct Coordinator will provide this calculation to CONTRACTOR so that CONTRACTOR can submit the rebate check to LAUSD. The check must be delivered to FLGF within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return.

7. CONTRACTOR will remain solely liable for any penalties, interest, or costs that might result from the preparation, submittal, or any other future disposition of its claim of the Section 179D tax deduction. If this contract pertains to a project that includes energy-efficiency improvements to be installed in a building as part of (a) the interior lighting systems, (b) the heating, cooling, ventilation, and hot water systems, or (c) the building envelope, and CONTRACTOR does not qualify as a "Designer" of these improvements according to Section 179D, then CONTRACTOR will identify its Designer subcontractors and the energy-efficiency improvements for which each subcontractor is responsible so that LAUSD can contact them directly regarding possible allocation of LAUSD's Section 179D tax deduction benefits.

BID DATE: **November 14**, 20**24**

By **Best Contracting Services, Inc.** (SEAL)  
(Firm Name as it appears on Contractor's State License)

**Sean Tabazadeh, CEO/Secretary**

(Authorized person to sign bid - print name)

(Signature of authorized person to sign bid)

Business Address: **19027 S. Hamilton Ave.**

**Gardena, CA 90248**

Phone No. **(310) 328-6969**

Fax No. **(310) 328-9176**

Email Address **estimating@bestcontracting.com**

FOR FC USE ONLY

Contract Number

2510049

☐ 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

**Best Contracting Services, Inc.**

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

, a **California Corporation**

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

This Contract is for the purpose of constructing that Project identified as **COMMUNITY ELEMENTARY MAGNET CHARTER SCHOOL, GRAND VIEW BOULEVARD ELEMENTARY SCHOOL, OPEN CHARTER MAGNET SCHOOL, AND ROSCOMARE ROAD ELEMENTARY SCHOOL** and commonly referred to as **ROOFING PROJECT (PSA)**.

CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

**Article 9 - Contract Amount**

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of **ONE MILLION FOUR HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS**

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

(\$ **1,428,175.00**), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

1/7/2025

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

(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to \$20M), Director of Facilities Contracts (up to \$10M), Sr. Contract Administration Manager (up to \$5M), Contract Administration Manager (up to \$2.5M), Assistant Contract Administration Manager (up to \$1M), or Contract Administration Analyst (up to \$500K))

DS

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:

RH 1/7/2025

Courtney Pettus

By:

ABDA47811638489...

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

**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**

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**Exhibit A****Provisions Required of Federally Funded Contracts  
(As Applicable)**

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

**Table of Contents/Quick Reference Guide**

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



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

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

# **1. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Appendix II to the Uniform Rules Website - [https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddba6ca7eb23b&mc=true&node=ap2.1.200\\_1521.ii&amp;rgn=div9](https://www.ecfr.gov/cgi-bin/text-idx?SID=1fbfda40f0e13a99556ddba6ca7eb23b&mc=true&node=ap2.1.200_1521.ii&amp;rgn=div9)



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



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

## 2. DAVIS-BACON ACT

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

## 3. COPELAND ANTI-KICKBACK ACT

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

## 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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



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

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

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



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

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

### **A. Clean Air Act**

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

### **B. Federal Water Pollution Control Act**

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

## **7. DEBARMENT AND SUSPENSION**

### **Suspension and Debarment**

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



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

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

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

**9. PROCUREMENT OF RECOVERED MATERIALS**

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

**10. ACCESS TO RECORDS**

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



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

**11. DHS SEAL, LOGO, AND FLAGS**

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

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

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

**13. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

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

Signed:



Name:

**Moji Tabazadeh**

Title:

**President**

Date:

**November 14, 2024**

Signed:



Name:

**Sean Tabazadeh**

Title:

**CEO/Secretary**

Date:

**November 14, 2024**

Signed:

DocuSigned by:  
*Courtney Pettus*  
ABDA47811638489...

Name:

**Courtney Pettus**

Title:

**Contract Administration Manager**

Date:

**1/7/2025**

DS  
*RA* 1/7/2025



Attachment 1 to Exhibit A

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

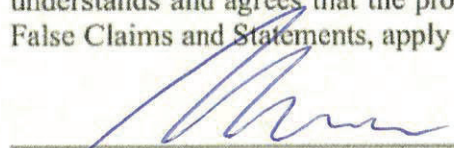
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

  
Signature of Contractor's Authorized Official

**Sean Tabazadeh, CEO/Secretary**

Name and Title of Contractor's Authorized Official

Date **November 14, 2024**



DOCUMENT 00 4313

## BID SECURITY FORM

Bond Number NA

The Hanover Insurance Company

Surety

Best Contracting Services, Inc.

Bidder

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

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

Project Description: **Community Elementary Magnet Charter School, Grand View Boulevard Elementary School,  
Open Charter Magnet School, Roscomare Road Elementary School – Roofing Project**

Date of Bid Opening: 11/14/2024

Project Number(s): 10372192 / 226928, 10372137 / 226932, 10372968 / 226909, 10372086 / 226907

Contract Number: 2510047, 2510048, 2510049, 2510050

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

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

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

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

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

Dated this 29th day of October 20 24

Best Contracting Services, Inc.

BIDDER

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

Signature of Authorized Person

Title Sean Tabazadeh, CEO/Secretary

## ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

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

SS

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

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

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

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

WITNESS my hand and official seal.

(Notary Seal)

The Hanover Insurance Company

SURETY

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

Signature of Attorney-In-Fact Patrick T. Moughan

Address 5 Hutton Centre Dr., Suite 1060City, State Santa Ana, CA 92707Telephone 714-415-3808

See Attached Notary

Signature of Notary

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

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

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

ROOFING PROJECT

END OF DOCUMENT

REVISED 01/05/2012

COMMUNITY MAG. CHARTER, GRAND VIEW ES.

BID SECURITY FORM

OPEN CHARTER MAG., ROSCOMARE ES

00 4313-1



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason**

Of **Global Risk, LLC of Los Angeles, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

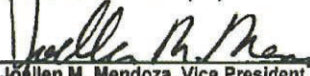
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **28<sup>th</sup>** day of **June**, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

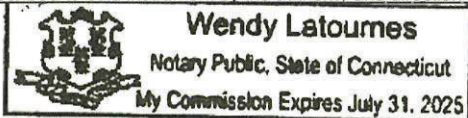
  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



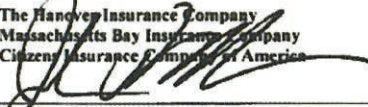
  
Wendy Latourmes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 29th day of October 2024.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John Rowedder, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 10/29/24 before me, Zipporah D. Kiger, Notary Public  
(Here insert name and title of the officer)

personally appeared Patrick T. Moughan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is are subscribed to the within instrument and acknowledged to me that  
he she/they executed the same in his her/their authorized capacity(ies), and that by  
his her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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



DOCUMENT 00 4336

## SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

I.01 GENERAL

Bidder Name: **Best Contracting Services, Inc.**

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. Bidders should note that the OWNER's prequalification requirements include mechanical, electrical, and plumbing contractors (i.e., contractors licensed pursuant to Sections 7056-7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 licenses pursuant to regulations of the Contractors' State License Board) that contract directly with a bidder to perform any such component work on the Project ("MEP subcontractors"). Bidders that intend to contract with any MEP subcontractors to perform any such component work on the Project shall only select MEP subcontractors that have been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. Non-MEP subcontractors do not need to be prequalified to perform non-MEP component work on the Project. Bidders and MEP subcontractors shall not be eligible to bid or perform work on the Project if they (a) have not submitted completed prequalification questionnaires and financial statements to the OWNER at least ten (10) business days before the date fixed for the public opening of bids, and (b) have not been prequalified by the OWNER at least five (5) business days before the date fixed for the public opening of bids. The OWNER's list of prequalified contractors can be found online at <https://www.laschools.org/new-site/prequalification/additional-resources> by clicking on "Safety PQ Program Approved List." The list is updated on an ongoing basis. If an MEP subcontractor does not appear on the list, bidder should verify with the subcontractor to determine if subcontractor has received a notice from OWNER that confirms its prequalification by the above deadline. Unless prohibited by the OWNER, bidders licensed pursuant to Section 7057 of the Business and Professions Code, specifically holding general building contractor B licenses pursuant to regulations of the Contractors' State License Board, may self-perform any work on the Project to the extent permitted by law. Bids that fail to adhere to these requirements will be deemed non-responsive by the OWNER.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

| <u>TYPE(S) OF WORK</u>                           | <u>NAME OF SUBCONTRACTOR(S)</u><br>(Firm Name as it appears on Contractor's State License) | <u>LICENSE NO.</u> | <u>DIR REGISTRATION NO.</u> | <u>LOCATION OF BUSINESS (CITY, STATE)</u> |
|--------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------|-----------------------------|-------------------------------------------|
| USE THIS FORM FOR:<br>OPEN CHARTER MAGNET SCHOOL |                                                                                            |                    |                             |                                           |
| Roof Demo / Abatement                            | American Services Group of California, Inc.                                                | #769061            | #1000005254                 | SAN DIMAS, CA                             |
|                                                  |                                                                                            |                    |                             |                                           |
|                                                  |                                                                                            |                    |                             |                                           |
|                                                  |                                                                                            |                    |                             |                                           |
|                                                  |                                                                                            |                    |                             |                                           |
|                                                  |                                                                                            |                    |                             |                                           |

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

END OF DOCUMENT

ROOFING PROJECT  
 OPEN CHARTER MAG.

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



## DOCUMENT 00 4500

## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: Best Contracting Services, Inc.

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

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

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

## 1.02 ETHICS POLICY

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

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

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

N/A

- C. The OWNER Ethics Policy is available online through the following link:

<https://achieve.lausd.net/Page/14037>

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.



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

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

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

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

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

**OR**

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

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

3. Will your organization spend over \$10,000 this year performing these activities? **NO**

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

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

### **INSTRUCTIONS**

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

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

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



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

### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

### 1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work. (See Article 6.48, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

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

ROOFING PROJECT  
 COMMUNITY MAG. CHARTER, GRAND VIEW ES,  
 OPEN CHARTER MAG., ROSCOMARE ES

REVISED 12/20/2023  
 CERTIFICATION REQUIREMENTS  
 00 4500-3



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

#### 1.05 PREQUALIFICATION

- A. To be considered for award, bidder must (i) abide by and comply with the OWNER Construction Safety Standards, including prime contractor, subcontractor and/or safety prequalification requirements for bidder and all tiers of its subcontractors, as applicable, before tendering the bid to OWNER, and (ii) enroll bidder prior to commencement of the Work, and all eligible subcontractors prior to commencement of their subcontracted Work, in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions). An experience modification rate exceeding 1.00 at the time of the bid may disqualify subcontractors from enrollment in OCIP.
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification requirements at the time of bid, and that the bidder has safety pre-qualified in accordance with OWNER safety prequalification requirements all tiers of subcontractors other than mechanical, electrical and plumbing subcontractors (i.e., contractors licensed pursuant to Sections 7056-7059 of the Business and Professions Code, specifically holding A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses pursuant to regulations of the Contractors' State License Board) that contract directly with a bidder to perform any such component work on the Project ("MEP subcontractors"). If the bidder intends to contract with any MEP subcontractors to perform any such component work on the Project, this certifies that the bidder has selected MEP subcontractors in accordance with Document 00 1116 and Document 00 2113 and that all MEP subcontractors have been listed on Document 00 4336.

#### 1.06 PROJECT STABILIZATION AGREEMENT (PSA)

- A. If the Work, or any portion thereof, meets the provisions of Section 2.2 of the 2024 Project Stabilization Agreement (Effective Date: January 1, 2024) as entered into between OWNER and the Los Angeles/Orange Counties Building and Construction Trades Council and signatory craft unions ("Project Stabilization Agreement" or "PSA"), then the Contract for the Project is subject to the Project Stabilization Agreement (See Article 6.48 of the General Conditions).

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 it may be amended from time to time or interpreted pursuant to its terms thereof.

#### 1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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



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

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

1.08 BIDDER CERTIFICATION

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

Executed on November 14, 2024, at Gardena, California.

By:  **Sean Tabazadeh, CEO/Secretary**  
Signature and Title of Bidder Representative

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

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

**END OF DOCUMENT**



DOCUMENT 00 4519

## NON-COLLUSION AFFIDAVIT

## I.01 GENERAL

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

State of California **Los Angeles**  
 County of \_\_\_\_\_ ss.

**Sean Tabazadeh**

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

**CEO/Secretary** (Name of person signing bid) **Best Contracting Services, Inc.** is the party making the  
 (Title of Signer) (Name of Licensee Bidding)

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

Bidder Name **Best Contracting Services, Inc.**

Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: **95-3781209**

Sole Ownership \_\_\_\_\_

Contractor's State License: **# 456263****A,B,C17,C39,C43**

Partnership \_\_\_\_\_

Number

Classification(s)

Corporation ☒Name of License Holder: **Sean Tabazadeh, CEO/Secretary/RMO**

Other \_\_\_\_\_

Expiration Date: **May 31, 2026**Address **19027 S. Hamilton Ave.**Phone ( **310** ) **328-6969**City **Gardena** State **CA** Zip Code **90248**Fax ( **310** ) **328-9176**

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

By **Sean Tabazadeh**

Print Name

**CEO/Secretary**

Signature and Title

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

Dated this **12th** day of **November** 20 **24**

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

END OF DOCUMENT

ROOFING PROJECT  
 COMMUNITY MAG. CHARTER, GRAND VIEW ES,  
 OPEN CHARTER MAG., ROSCOMARE ES

\* SEE ATTACHED NOTARY \*

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



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of Los Angeles }

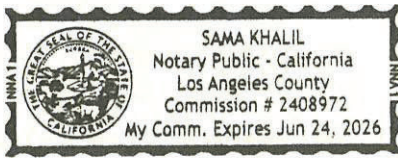
On 11/12/2024 before me, Sama Khalil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Sean Tabazadeh  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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



**DOCUMENT 00 6113**  
**PAYMENT BOND**  
**(LABOR AND MATERIAL)**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **BEST CONTRACTING SERVICES, INC.**

hereinafter called the CONTRACTOR, have entered into a Contract

for: **ROOFING PROJECT AT OPEN CHARTER MAGNET SCHOOL (COLIN #10372968 / SCOPE #226909)**

Contract Amount: **ONE MILLION FOUR HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE dollars (\$1,428,175.00)**

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, **The Hanover Insurance Company** are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

**PAYMENT BOND**

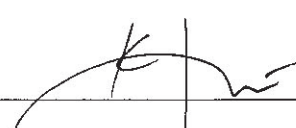
In an amount equal to One Hundred Percent (100%) of the above Contract Amount. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted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

This bond is executed in accordance with the requirements of Section 9550 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Civil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date on which this bond is issued.

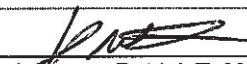
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change,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

Signed and sealed this **26th** day of **November** 20 **24**

CONTRACTOR/PRINCIPAL  
**BEST CONTRACTING SERVICES, INC.**

By  Title **Kayhan Fatemi, Executive Vice President**

Surety Name **The Hanover Insurance Company**  
 Address of Surety **5 Hutton Centre Dr., Suite 1060**  
**Santa Ana, CA 92707**  
 Telephone Number **714-415-3808**  
 Bond Number **1113044**

By   
 Attorney-in-Fact: **Patrick T. Moughan**  
 Address **P.O. Box 607**  
**Hermosa Beach, CA 90254**  
 Telephone Number **415-530-1970**

The OWNER will obtain the following certification:

**CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE**

I hereby certify:

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

Dean C. Logan, County Clerk

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

#2510049 / GF

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



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

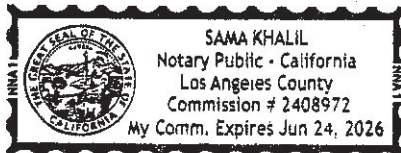
State of California }

County of Los Angeles

On 12/2/24 before me, Sama Khalil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kayhan Fatemi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

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



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason**

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28<sup>th</sup> day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawlecki*  
James H. Kawlecki, Vice President

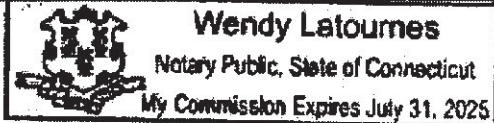
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26<sup>th</sup> day of November 2024.

**CERTIFIED COPY**

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 11/26/24 before me, Zipporah D. Kiger, Notary Public  
(Here insert name and title of the officer)

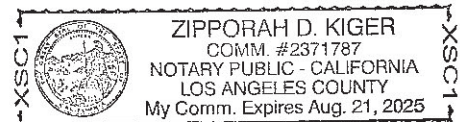
personally appeared Patrick T. Moughan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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



DOCUMENT 00 6114  
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and **BEST CONTRACTING SERVICES, INC.**

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

denominated as number **2510049**,

described as **ROOFING PROJECT** at **OPEN CHARTER MAGNET SCHOOL (COLIN #10372968 / SCOPE ID 226909)**

and is in the Contract Amount of **\$1,428,175.00**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Hanover Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **ONE MILLION FOUR HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-FIVE Dollars (\$1,428,175.00)**, as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

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

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

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and



SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

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

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

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

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

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

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

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

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

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

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



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

Signed and sealed this 26th day of November 20 24

CONTRACTOR/PRINCIPAL  
BEST CONTRACTING SERVICES, INC.

By [Signature] Title Kayhan Fatemi, Executive Vice President

|                                                                                                                                                                                                                  |                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Surety Name <u>The Hanover Insurance Company</u><br>Address of Surety <u>5 Hutton Centre Dr., Suite 1060</u><br><u>Santa Ana, CA 92707</u><br>Telephone Number <u>714-415-3808</u><br>Bond Number <u>1113044</u> | By <u>[Signature]</u><br>Attorney-in-Fact: <u>Patrick T. Moughan</u><br>Address <u>P.O. Box 607</u><br><u>Hermosa Beach, CA 90254</u><br>Telephone Number <u>415-530-1970</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The OWNER will obtain the following certification:

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

#2510049 / GF

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



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

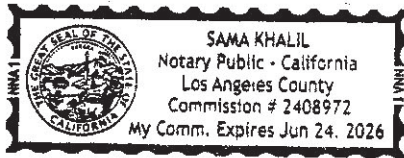
State of California

County of Los Angeles

On 12/2/24 before me, Sama Khalil, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Kayhan Fatemi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

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

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_ ☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

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

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



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Patrick T. Moughan, Mark D. Kiger, and/or Jing Guo Mason**

Of Global Risk, LLC of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28<sup>th</sup> day of June, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawlecki*  
James H. Kawlecki, Vice President

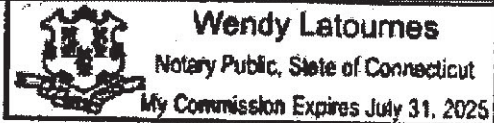
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD )

) ss.

On this 28<sup>th</sup> day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 26<sup>th</sup> day of November 2024.

**CERTIFIED COPY**

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On 11/26/24 before me, Zipporah D. Kiger, Notary Public,  
(Here insert name and title of the officer)

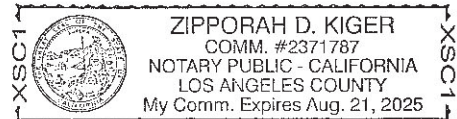
personally appeared Patrick T. Moughan,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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



Reset  
Company Profi...  
Search

Company Complaints

Company Performan  
& Comparison Data

Enforcement Actions

Consumer Complaint  
Study

Workers' Compensation

Workers' Compensat  
Complaint & Reque  
for Action/Appeals  
Contact Informatio

Additional Information

View  
Financial Disclaimer

Company Profile

HANOVER INSURANCE COMPANY (THE)

4 Bedford Farms Drive, Suite 107, Bedford, NH 03110

800-922-8427

Show All

Name History

Agent for Service

Reference Information

Lines of Business

Financial Statements

Name History

| Legal Name                      | Name Status | Effective Date |
|---------------------------------|-------------|----------------|
| HANOVER INSURANCE COMPANY (THE) | Current     |                |

Agent for Service

| Full Name     | Attn Or C/O            | Full Address                                 | Contact Phone | Effective From Date |
|---------------|------------------------|----------------------------------------------|---------------|---------------------|
| AMANDA GARCIA | C T Corporation System | 330 N Brand Blvd Ste 700, Glendale, CA 91203 | 213-337-4615  | 10/14/2021          |

Reference Information

Identification

|                               |                    |
|-------------------------------|--------------------|
| Company ID (EID)              | 5835               |
| CA #                          | 2097-4             |
| NAIC                          | 22292              |
| NAIC Group                    | 88                 |
| NAIC Group Name               | The Hanove Ins Grp |
| Date Authorized in California | -                  |

Classification

|                  |                   |
|------------------|-------------------|
| Category         | Insurer           |
| Category Type    | Propert & Casualt |
| Status           | Unlimit Normal    |
| License Category | Admitt            |

Location

|            |            |
|------------|------------|
| State Name | New Hampsh |
| Origin     | Foreign    |
| Country    | -          |
| Form       | Stock      |

Lines of Business



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

| Lines of Business        |
|--------------------------|
| Fire                     |
| Marine                   |
| Surety                   |
| Disability               |
| Plate Glass              |
| Liability                |
| Workers' Compensation    |
| Common Carrier Liability |
| Boiler And Machinery     |
| Credit                   |
| Sprinkler                |
| Automobile               |
| Aircraft                 |
| Burglary                 |
| Team And Vehicle         |
| Miscellaneous            |

## Financial Statements

\* Year

### California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements may contact the CDI at [CustodianofRecords@insurance.ca.gov](mailto:CustodianofRecords@insurance.ca.gov) for additional information.

## DATE (MM/DD/YYYY)

12/20/2024

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

|          |                                                                                     |                               |                                            |        |       |
|----------|-------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------|--------|-------|
| PRODUCER | Willis Towers Watson<br>300 South Grand Avenue, Suite 2000<br>Los Angeles, CA 90071 | CONTACT NAME:                 | Irene Montes                               |        |       |
|          |                                                                                     | PHONE (A/C, No, Ext):         | (415) 955-0239                             |        |       |
|          |                                                                                     | E-MAIL ADDRESS:               | irene.montes@wtwco.com                     |        |       |
|          |                                                                                     | INSURER(S) AFFORDING COVERAGE |                                            | NAIC # |       |
| INSURED  | Best Contracting Services, Inc.<br>19027 South Hamilton Avenue<br>Gardena, CA 90248 | INSURER A:                    | Starr Indemnity & Liability                |        | 38318 |
|          |                                                                                     | INSURER B:                    | Starr Specialty Insurance Company          |        | 16109 |
|          |                                                                                     | INSURER C:                    | Starr Indemnity & Liability Company        |        |       |
|          |                                                                                     | INSURER D:                    | Endurance Risk Solutions Assurance Company |        |       |
|          |                                                                                     | INSURER E:                    | ACE Property & Casualty Insurance Co.      |        |       |
|          |                                                                                     | INSURER F:                    | Ascot Specialty Insurance Company          |        |       |

## REVISION NUMBER:

| INSR LTR | TYPE OF INSURANCE                                                           |                              |                                     |                     | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                         |     |                   |           |    |           |
|----------|-----------------------------------------------------------------------------|------------------------------|-------------------------------------|---------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|-----|-------------------|-----------|----|-----------|
| A        | <input checked="" type="checkbox"/>                                         | COMMERCIAL GENERAL LIABILITY |                                     |                     | Y         | Y        | 1000026031231 | 12/19/2024              | 5/1/2028                | EACH OCCURRENCE                                                                |     | \$ 2,000,000      |           |    |           |
|          | <input type="checkbox"/>                                                    | CLAIMS-MADE                  | <input checked="" type="checkbox"/> | OCCUR               |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      |     | \$                | 0         |    |           |
|          | <input type="checkbox"/>                                                    |                              |                                     |                     |           |          |               |                         |                         | MED EXP (Any one person)                                                       |     | \$                | 0         |    |           |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                          |                              |                                     |                     |           |          |               |                         |                         | PERSONAL & ADV INJURY                                                          |     | \$                | 2,000,000 |    |           |
|          | <input type="checkbox"/>                                                    | POLICY                       | <input checked="" type="checkbox"/> | PROJECT             |           |          |               |                         |                         | <input type="checkbox"/>                                                       | LOC | GENERAL AGGREGATE |           | \$ | 4,000,000 |
|          | <input type="checkbox"/>                                                    | OTHER                        |                                     |                     |           |          |               |                         |                         | PRODUCTS - COMP/ OP AGG                                                        |     | \$                | 4,000,000 |    |           |
|          | <input type="checkbox"/>                                                    |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     | \$                |           |    |           |
|          | AUTOMOBILE LIABILITY                                                        |                              |                                     |                     |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                                            |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    | ANY AUTO                     |                                     |                     |           |          |               |                         |                         | BODILY INJURY (Per person)                                                     |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    | OWNED AUTOS ONLY             | <input type="checkbox"/>            | SCHEDULED AUTO      |           |          |               |                         |                         | BODILY INJURY (Per accident)                                                   |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    | HIRED AUTOS ONLY             | <input type="checkbox"/>            | NON-OWNED AUTO ONLY |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                 |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     | \$                |           |    |           |
|          | <input type="checkbox"/>                                                    |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     | \$                |           |    |           |
| C        | <input type="checkbox"/>                                                    | UMBRELLA LIAB                | <input checked="" type="checkbox"/> | OCCUR               |           |          | 1000588359231 | 12/19/2024              | 5/1/2028                | EACH OCCURRENCE                                                                |     | \$ 10,000,000     |           |    |           |
|          | <input checked="" type="checkbox"/>                                         | EXCESS LIAB                  | <input type="checkbox"/>            | CLAIMS-MADE         |           |          |               |                         |                         | AGGREGATE                                                                      |     | \$ 10,000,000     |           |    |           |
|          | <input type="checkbox"/>                                                    | DED                          | <input type="checkbox"/>            | RETENTION \$        |           |          |               |                         |                         | Prod-Comp/Ops                                                                  |     |                   |           |    |           |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               |                              |                                     |                     | Y         | Y        | 900 0199285   | 12/19/2024              | 5/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |     |                   |           |    |           |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     |                   |           |    |           |
|          | If yes, describe under                                                      |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     |                   |           |    |           |
|          | DESCRIPTION OF OPERATIONS below                                             |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     |                   |           |    |           |
|          |                                                                             |                              |                                     |                     |           |          |               |                         |                         |                                                                                |     |                   |           |    |           |

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number 2510049 226909 X X X 1588901. The coverage is effective from the start date of the contract, 12/19/2024, through the completion of the work onsite, or completion of the project, whichever is first.

| CERTIFICATE HOLDER                                                                              |  | CANCELLATION                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Los Angeles Unified School District<br>333 S Beaudry Ave<br>28th Floor<br>Los Angeles, CA 90017 |  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,<br>NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                 |  | AUTHORIZED REPRESENTATIVE<br>                                                  |



## DESCRIPTIONS(Continued from Page 1)

**LAUSD OCIP V-OCIP V Project**

| <b><u>Insurer</u></b>                                                         | <b><u>Policy #</u></b> | <b><u>Eff.Date</u></b> | <b><u>Exp.Date</u></b> | <b><u>Limits</u></b>                                   |
|-------------------------------------------------------------------------------|------------------------|------------------------|------------------------|--------------------------------------------------------|
| D: Endurance Risk Solutions Assurance Company<br>Excess Layer 2               | XSC30036742400         | 12/19/2024             | 5/1/2028               | \$15,000,000 Each Occurrence<br>\$15,000,000 Aggregate |
| E: ACE Property & Casualty Insurance Co.<br>Excess Layer 3                    | XCQ G47403686 001      | 12/19/2024             | 5/1/2028               | \$15,000,000 Each Occurrence<br>\$15,000,000 Aggregate |
| F: Ascot Specialty Insurance Company<br>Excess Layer 4 (Quota:50.00%)         | EXNA2310000445-01      | 12/19/2024             | 5/1/2028               | \$25,000,000 Each Occurrence<br>\$25,000,000 Aggregate |
| G: Great American Security Ins. Company<br>Excess Layer 4 (Quota:50.00%)      | EXC 4455899            | 12/19/2024             | 5/1/2028               | \$25,000,000 Each Occurrence<br>\$25,000,000 Aggregate |
| H: Shepherd Specialty Insurance Services, Inc.<br>Excess Layer 5              | 74924S230ALI           | 12/19/2024             | 5/1/2028               | \$10,000,000 Each Occurrence<br>\$10,000,000 Aggregate |
| I: Starr Surplus Lines Insurance Company<br>Excess Layer 6 (Quota:60.00%)     | 1000588386231          | 12/19/2024             | 5/1/2028               | \$25,000,000 Each Occurrence<br>\$25,000,000 Aggregate |
| J: NORTH AMERICAN CAPACITY INSURANCE COMPANY<br>Excess Layer 6 (Quota:40.00%) | EXS 2001686 00         | 12/19/2024             | 5/1/2028               | \$25,000,000 Each Occurrence<br>\$25,000,000 Aggregate |

## OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company - 31135  
H Shepherd Specialty Insurance Services, Inc. -  
I Starr Surplus Lines Insurance Company - 13604  
J NORTH AMERICAN CAPACITY INSURANCE  
COMPANY -



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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

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

| <b>PRODUCER</b><br>Global Risk, LLC<br>PO Box 607<br><br>Hermosa Beach CA 90254                                           | <b>CONTACT</b><br>NAME: Donalyn Calubag<br>PHONE (A/C No, Ext):<br>FAX (A/C, No):<br>E-MAIL: dcalubag@globalriskcap.com<br>ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------|-------|----------------------------------------|-------|--------------------------------------------|-------|----------------------------------------|-------|------------|--|------------|--|
| <b>INSURED</b><br>Best Contracting Services, Inc.<br><br>19027 S. Hamilton Ave.<br><br>Gardena CA 90248<br>(310) 328-6969 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: Arch Indemnity Insurance Co</td> <td>30830</td> </tr> <tr> <td>INSURER C: Allied World National Assurance</td> <td>10690</td> </tr> <tr> <td>INSURER D: Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Arch Insurance Company | 11150 | INSURER B: Arch Indemnity Insurance Co | 30830 | INSURER C: Allied World National Assurance | 10690 | INSURER D: Steadfast Insurance Company | 26387 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                             | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER A: Arch Insurance Company                                                                                         | 11150                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER B: Arch Indemnity Insurance Co                                                                                    | 30830                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER C: Allied World National Assurance                                                                                | 10690                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER D: Steadfast Insurance Company                                                                                    | 26387                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER E:                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |
| INSURER F:                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                   |       |                                        |       |                                            |       |                                        |       |            |  |            |  |

**COVERAGES**      **DC**      **CERTIFICATE NUMBER:** Cert ID 4155      (1439)      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR         </div> <div style="margin-left: 20px;">           GEN'L AGGREGATE LIMIT APPLIES PER:<br/> <input type="checkbox"/> POLICY    <input checked="" type="checkbox"/> PROJECT    <input type="checkbox"/> LOC<br/>           OTHER:         </div> | Y         | Y        | 71PKG1996601   | 12/01/2024              | 12/01/2025              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO<br/> <input type="checkbox"/> OWNED AUTOS ONLY<br/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY    <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY         </div>                                                                                                           | Y         | Y        | 71PKG1996601   | 12/01/2024              | 12/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                                                                                                                                                              | Y         | Y        | 0313-1692      | 12/01/2024              | 12/01/2025              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                       | Y/N       | Y        | 74WCI1996601   | 12/01/2024              | 12/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| D        | <b>Professional/Pollution</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |           |          | EOC 5852640-12 | 12/01/2024              | 12/01/2025              | Each Occurrence \$ 5,000,000<br>Aggregate \$ 5,000,000                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: ROOFING PROJECT at OPEN CHARTER MAGNET SCHOOL (COLIN #10372968 / SCOPE ID 226909).  
 Los Angeles Unified School District is included as Additional Insured subject to the terms of the attached endorsements. Waiver of Subrogation applies per the attached endorsements. Primary and Non-contributory Wording applies per the attached endorsements.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

*Tari G...*

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POLICY NUMBER: 71PKG1996601

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations |
|--------------------------------------------------------------------------------------------------------|-----------------------------------|
| <b>All Parties Where Required By A Written Contract</b>                                                |                                   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                   |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



POLICY NUMBER: 71PKG1996601

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>All Parties Where Required By A Written<br/>Contract</b>                                            |                                                  |
|                                                                                                        |                                                  |
|                                                                                                        |                                                  |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy #: 71PKG1996601

COMMERCIAL GENERAL LIABILITY  
CG 20 01 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



POLICY NUMBER: 71PKG1996601

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss.

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

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 71PKG1996601

COMMERCIAL GENERAL LIABILITY

CG 21 54 01 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - DESIGNATED OPERATIONS COVERED BY A  
CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description and Location of Operation(s):**

**ALL PROJECTS AND ALL LOCATIONS WHERE YOU HAVE  
BEEN ENROLLED IN A CONSOLIDATED (WRAP-UP)  
INSURANCE PROGRAM WHETHER PROVIDED BY THE  
OWNER, PRIME CONTRACTOR OR PROJECT MANAGER**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2.,  
Exclusions of COVERAGE A - BODILY INJURY  
AND PROPERTY DAMAGE LIABILITY (Section I -  
Coverages):

This insurance does not apply to "bodily injury" or  
"property damage" arising out of either your ongoing  
operations or operations included within the "products-  
completed operations hazard" at the location described  
in the Schedule of this endorsement, as a consolidated  
(wrap-up) insurance program has been provided by the

prime contractor/project manager or owner of the  
construction project in which you are involved.

This exclusion applies whether or not the consolidated  
(wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this  
Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG1996601

Named Insured: Best Contracting Services, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/1/2024

Policy #: 71PKG1996601

COMMERCIAL AUTO  
CA 04 49 11 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



POLICY NUMBER: 71PKG1996601

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Best Contracting Services, Inc.

**Endorsement Effective Date:** 12/01/24

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER  
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED  
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS

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

**The Transfer Of Rights Of Recovery Against Others  
To Us** condition does not apply to the person(s) or  
organization(s) shown in the Schedule, but only to  
the extent that subrogation is waived prior to the  
"accident" or the "loss" under a contract with that  
person or organization.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 04 03 06**

**(Ed. 04-84)**

POLICY NUMBER: 74WCI1996601

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

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

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

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

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

**ANY PERSON OR ORGANIZATION WHERE  
WAIVER OF OUR RIGHT TO RECOVER IS  
PERMITTED BY LAW AND IS REQUIRED BY  
WRITTEN CONTRACT PROVIDED SUCH  
CONTRACT WAS EXECUTED PRIOR TO DATE  
OF LOSS.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-24** Policy No. 74WCI1996601

Endorsement No. \_\_\_\_\_

Insured **Best Contracting Services, Inc.**

Premium \$ **INCL.**

Insurance Company **ARCH INDEMNITY INSURANCE COMPANY**



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**Welcome Letter - Contract#: 2510049 226909 X X X 1588901 on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199285 - #C409046**

---

**From** Farhan Ahmed Chowdhary From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>

**Date** Fri 2024-12-20 11:34 AM

**To** lausd.ocip@wtwco.com <lausd.ocip@wtwco.com>; Flores, Gabriela <gflores@lausd.net>; darrell gallacher <dgallacher@bestcontracting.com>

 2 attachments (727 KB)

Enrollment COI.pdf; SampleCOIEnrolledParties.pdf;

**CAUTION: EXTERNAL EMAIL**

**Attn: Darrell Gallacher**  
**Best Contracting Services, Inc.**  
**19027 South Hamilton Avenue**  
**Gardena, CA 90248**  
Work Location: - **5889 | OPEN CHARTER MAGNET**

Re: OCIP V Projects  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: **2510049 226909 X X X 1588901**  
WC Policy Number: **900 0199285**  
Enrollment Effective Date : **12/19/2024**

Dear Darrell,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number **2510049 226909 X X X 1588901**. 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 - 5889 | OPEN CHARTER MAGNET project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the WTW CompAS website.
- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- 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 on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.

Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS  
DocuSign Envelope ID: 433EF811-0385-4ADD-8221-19F3D8FAFD1B  
Reason: [https://www.compas.com/](#)

Sincerely,

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

Enclosures:  
Certificate of Insurance  
Sample Enrolled Parties Certificate



# United States Environmental Protection Agency

This is to certify that



Best Contracting Services, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 06, 2029

NAT-71150-2

Certification #

April 22, 2024

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief

Risk Assessment Management Branch 2.



**ATTACHMENT A**

**LETTER OF ASSENT**

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

Project Labor Coordinator  
c/o The Los Angeles Unified School District  
333 S. Beaudry Avenue  
Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

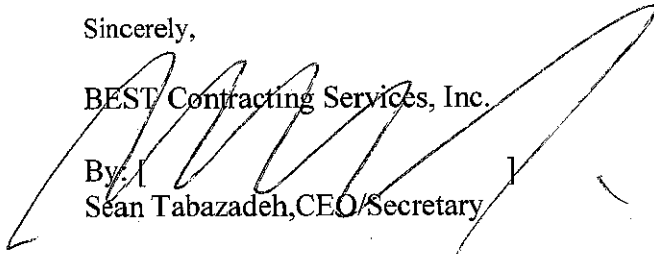
To whom this may concern:

This is to confirm that BEST Contracting Services, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms.

Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Bid/Contract No.: 2510049 (COLIN #10372968) OPEN CHARTER MAGNET SCHOOL (SCOPE ID 226909) 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,

BEST Contracting Services, Inc.

By:   
Sean Tabazadeh, CEO/Secretary

Contractor's State License No: #456263

Project Name: Bid/Contract No.: 2510049 (COLIN # 10372968) OPEN CHARTER  
MAGNET SCHOOL (SCOPE ID 226909)

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consist with Article II, Section 2.5(b)].

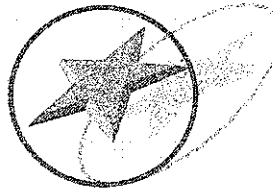


**ATTACHMENT A**

**LETTER OF ASSENT**

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

**AMERICAN SERVICES GROUP  
OF CALIFORNIA, INC.**



**November 21st, 2024**  
Project Labor Coordinator  
c/o The Los Angeles Unified School District  
333 S. Beaudry Avenue Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

To whom this may concern:

This is to confirm that American Services Group of California agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 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 **Open Charter School LAUSD Contract #2510049**, 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,

American Services Group of California, Inc.

A handwritten signature in black ink, appearing to read 'S. Adams', followed by a long horizontal line extending to the right.

Samuel Adams  
Vice President

Contractor State License No.: 769061

Project Name: OPEN CHARTER SCHOOL

300 South Walnut Avenue Suite 403  
(909) 592-6007 San Dimas, CA 91773 Fax (909) 952-8660  
CSBL 769061 C-2 C-22 and C-39 ASB

DOCUMENT 00 6217  
CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS  
FOR MATTERS NOT OTHERWISE COVERED BY THE OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

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

See below for Cancellation Clause.

|                                                                                                                                                     |                                                  |                |                                                                                                                                                                                     |                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Name and Address of Insured (Contractor)<br>American Services Group of California, Inc.<br>300 South Walnut Avenue Suite 403<br>San Dimas, CA 91773 |                                                  |                | Certificate Holder (OWNER)<br>LOS ANGELES UNIFIED SCHOOL DISTRICT<br>333 S. Beaudry Avenue 28 <sup>th</sup> fl., Los Angeles, CA 90017<br>(Attn: Facilities Construction Contracts) |                                                                               |
| Coverage                                                                                                                                            | Carrier and Policy Number                        | Effective Date | Expiration Date                                                                                                                                                                     | Limits of Liability                                                           |
| WORKERS' COMPENSATION                                                                                                                               | Great Divide Insurance Company WC<br>A2026259-16 | 5/19/2024      | 5/19/2025                                                                                                                                                                           | Statutory in compliance with the compensation laws of the State of California |
| COMPREHENSIVE GENERAL LIABILITY<br>Combined Single Limit<br>(Bodily Injury and/or Property Damage)                                                  | Nautilus Insurance Co<br>ECP2026258-16           | 5/19/2024      | 5/19/2025                                                                                                                                                                           | \$2,000,000.00 each Occurrence                                                |
| AUTOMOBILE LIABILITY<br>(Includes all OWNED, NONOWNED and HIRED)                                                                                    | Key Risk Insurance Company<br>BAP2026260-16      | 5/19/2024      | 5/19/2025                                                                                                                                                                           | \$1,000,000.00 each Occurrence                                                |
| POLLUTION LIABILITY<br>(Includes Asbestos Abatement)                                                                                                | Nautilus Insurance Co<br>ECP2026258-16           | 5/19/2024      | 5/19/2025                                                                                                                                                                           | \$5,000,000.00 each Occurrence                                                |
| Name of school where Work is being performed:<br>LAUSD -Open Charter School - LAUSD Contract # 2510049                                              |                                                  |                |                                                                                                                                                                                     |                                                                               |

The Comprehensive General Liability policy includes coverage designated below:

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

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

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

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

Dated at:

November 21, 2024

Great Divide Insurance Company

Insurance Company  
7233 East Butherus Drive

Number and Street  
Scottsdale, AZ 85260

City and State

By: (signed)

Signature of Authorized Representative or Insurer

Name (typed)

Jeff Kortan

Organization

Empire West Insurance Services, Inc.

Address

PO Box 399 Fair Oaks, CA 95628

Telephone

(916) 967-1130

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

END OF DOCUMENT

PROJECT NAME  
SCHOOL NAME

REVISED 10/23/2014  
CERTIFICATE OF INSURANCE  
FOR HAZARDOUS MATERIALS  
006217-1