Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO Superintendent

MEGAN K. REILLY Deputy Superintendent



JANICE SAWYER Interim Business Manager

JUDITH REECE Chief Procurement Officer

March 10, 2022 E-MAIL: dbb.builder@gmail.com

DBB BUILDER, INC.

10932 S. Western Ave. Los Angeles, CA 90047

NOTICE OF AWARD

RFO / Contract No: R-22012 / 2230004

SAP Contract No.: 4400010333

Project: JOB ORDER CONTRACTING

GENERAL CONTRACTING SERVICES (PSA) **Project Description: Contract Amount:** \$500,000 (BID ADJUSTMENT FACTOR 1.3000)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on March 10, 2022 hereby defined as the EFFECTIVE DATE OF THE CONTRACT.

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

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

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

Sincerely,

Digitally signed by Ronnie Bossier DN: cn=Ronnie Bossier, o=PSD-Facilities Contracts, Date: 2022.03.10 10:30:21 -08'00

Ronnie Bossier **Contract Adminstration Analyst**

> J. Reece B. Rios, A/P C. Pettus, Prequal B. White E. Tran, PSA Alliant (OCIP)

S. Boehm, PEX R. Lim, FPPS M. Velasquez, Union

K. Kennedy, PEX R. White, PSA

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO Superintendent

MEGAN K. REILLY
Deputy Superintendent



JANICE SAWYER
Interim Business Manager

JUDITH REECE Chief Procurement Officer

February 22, 2022

Email: dbb.builder@gmail.com

DBB BUILDER, INC.

10932 S. Western Ave. Los Angeles, CA 90047

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No.

R-22012 / 2230004

Project:

JOB ORDER CONTRACT

Project Description: Contract Amount:

GENERAL CONTRACTING SERVICES (PSA) \$500,000 (BID ADJUSTMENT FACTOR 1.3000)

Contract Duration:

365 Calendar Days

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

Upon notification from the Reproraphic Archive Unit, the contract documents (sealed set of specifications and Construction Task Catalog (CTC) will be ready for pick-up. Once you receive a call from the Reprographics Unit, you must pick them up promptly from indicated location.

Within **five (5)** business days of this notice, by <u>March 1, 2022</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>ronnie.bossier@lausd.net</u>, and hard copies delivered via express courier of your choice to 8525 Rex Road, Pico Rivera, CA 90660, ATTN: RONNIE BOSSIER, the documents indicated below:

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

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

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

- - Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Alliant Insurance Services at 866-394-7937, or via email at alliantwrapX@alliant.com. IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT. Note: All enrollments are to be completed on-line. Access will be granted once Alliant has been notified of your awarded contract.
 - The current Insurance Manual is available from the LAUSD Facilities website at: http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824
 - Requirements of an ENROLLED CONTRACTOR: An OCIP enrollment packet will be sent to you by Alliant. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
 - Requirements of an EXCLUDED CONTRACTOR: As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at ALLIANT Insurance Services to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

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

Excluded Contractors must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities including both On-Site and Off-Site activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Alliant, upload into WrapX or emailed: alliantwrapX@alliant.com

X_4. A signed Letter of Assent (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent must be executed and submitted by the prime contractor and all listed

subcontractors to both Facilities Construction Contracts and Labor Compliance
Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that
were not listed on Document 00440 must be submitted directly to Labor Compliance
Department. Facilities Construction Contracts will NOT award any contract until ALL
Letter(s) of Assent for the Prime Contractor and the listed subcontractors have been
received. See Section 2.5(b) of the PSA. Make sure all appropriate information is included in
the body of the letter (i.e., company name, LAUSD construction contract #, and school
name(s) or project site(s)).

- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X_6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on February 28, 2022	_{, at} Los Angeles	, California
Date	City	,
Signature of Authorized Officer		
Morteza Hoseinpour	President	
Print Name	Title	

Please sign and return this notice to JOB ORDER CONTRACTING.

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

Sincerely,

Ronnie J. Bossier Bossier

Date: 2022.02.22 09:22:52 -08'00'

Ronnie Bossier Contract Administration Analyst

c: Alliant Insurance Services Inspection Section File

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

1.01 BID SUBMISSION INSTRUCTIONS

Bidder Name: DBB Builder, Inc.

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

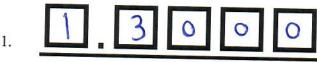
Los Angeles Unified School District (LAUSD/District)
Procurement Services Division - Job Order Contracting (JOC) Unit
8525 Rex Road
Pico Rivera, CA 90660

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM February 9, 2022
- 1.03 PROJECT IDENTIFICATION:
 - A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFO/BID NO. R-22012 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Nu

- 1.05 BID ADJUSTMENT FACTOR(S)
 - A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog[®] (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
 - Base Period (12 months from Notice of Contract award or expenditure of the \$500,000 Maximum Contract Value, whichever occurs first)

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



Utilize four decimal places. Use conventional rounding.

ADDENDUM NO. 2 JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES

RFQ NO.: R-22012 ISSUED 11/23/2021

1.06 Cost of Non Pre-Priced Task

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

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

$\underline{\text{COST OF NON PRE-PRICED TASK}} = \underline{A} + \underline{B} + \underline{C} + \underline{D}$

Contractor Performed Duties

A = Direct labor cost and fringe benefits per prevailing wage rates

B = Direct material costs (supported by quotes)

C = Direct equipment costs (supported by equipment amortization data)

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

Subcontractor Performed Duties

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

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

1.08 BASIS OF AWARD OF CONTRACT:

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

Article 1 - Scope of Work

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

Article 2 - Time for Completion

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

1.09 TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

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

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

Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE: February 9th	, 20 ²² a milder
By DBB Builder, Inc.	Lic. No. 1026149 Lic. No. 1026149 CORPORATE SEAL
(Firm Name as it appears on Contraction (Signature of authorized person to s	tor's State License
Business Address: 10932 S. Western Ave	
Los Angeles, CA 90047	
Contractor License No.: 1026149	
Phone No. (323) 331-0168	
Fax No. N/A	

	FOR PROCUREMENT USE ONLY
	Contract Number 2230004
1.10 ACCEPTANCE	☐ with Plans ☐ with Specs
This Contract is made and entered into on the date set forth on Page 4 Los Angeles Unified School District, by and through its Board of Education (hereinafter	
DBB BUILDER, INC.	
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities, a CORPORATION	es Contracts}
{sole ownership, partnership, corporation, joint venture, or other}	
This Contract is for the purpose of constructing that Project identified as JOB GENERAL CONTRACTING SERVICES (RFQ NO. R-22012) FOR ALL WORD and Holidays) (DISTRICT-WIDE). CONTRACTOR is the most qualified prequalified for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 perform all of the terms, covenants, promises and conditions of this Contract. The Contractor shall perform all work required, necessary, proper for or incidental to Work called for in each individual Job Order issued pursuant to this Contract for the Unit Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form. Article 8 - Contract Value	K HOURS (Weekdays, Weekends ed bidder in response to the Request 9 and represents that it is qualified to 0 completing the Detailed Scope of
Article 8 - Contract Value	
The Contract is an indefinite-quantity contract for construction work and services. CONTRACTOR shall accept, in full payment for performance as required by the Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Dollars (\$500,000), to be determined by individual Job Orders, as provided in the Contract	Contract Documents the Minimum Value of Five Hundred Thousand
The initial term of the Contract is one year or the expenditure of the initial Maximum first. Upon mutual consent the initial maximum value may be increased to the maximum tutual consent, the Contract may be extended for two option periods of 12 months each Value not to exceed ten million dollars (\$10,000,000) over three years. Contract A annually on the anniversary of the bid due date, based on the California Consumer Price	num legal value at any time. Upon h and additional Maximum Contract djustment Factors shall be adjusted
It is understood and agreed that all applicable taxes are included in the Contract Value a which the OWNER is exempt, is not included. The OWNER, upon request, will fur Exemption Certificates as may be required by the Manufacturer or Dealer.	
All of the above-named Contract Documents are intended to be complementary. Work Contract Documents and not by others shall be done as if required by all.	required by one of the above-named
Executed on	s, California.
LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCURI	EMENT SERVICES DIVISION

BLUE INK SIGNATURE REQUESTED FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE BID NON-RESPONSIVE

Chief Procurement Officer or Designee

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

RELEASED 11/23/2021 BID AND ACCEPTANCE FORM 00 4100-5

DOCUM	MENT 00 4313	
Bond Number CSBA-19839 BID SEC	URITY FORM	
Markel Insurance Company		
D B B Builder Inc		Surety
		Bidder
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES. TWENTY FIVE THOUSAND DOLLARS (\$25,000,00)	••••••	OWNER/Obligo
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)	RAL CONTRACTING SERVICES (R	Amount of Bond -22012)
WHEREAS, the bidder is herewith submitting to OWNER the above describ	ped bid, which is attached hereto and made no	art thorons
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, j of the United States, for which payment we bind ourselves, our heirs, execu		
If the bid or any part of the bid shall be accepted and a contract awarded to the terms, conditions, and obligations to be kept and performed on the part and shall furnish bond(s) as required by the Contract and Specifications, or this obligation shall be void; otherwise it shall remain in full force and effect to by law, or longer through mutual agreement of the OWNER and bidder.	the bidder by OWNER, and if the bidder shall of the bidder, and shall within the required time	well, truly and fully perform all
This instrument and the amount of money set forth above shall be applied to be sustained by OWNER if the bidder fails to execute a written contract, or faterms, conditions and obligations to be kept and performed on the part of the	oward, but shall not be considered a limitation alist to secure the necessary bond(s), or fails to bidder.	upon, any damages which may o comply with all the
The maximum amount of Surety's liability claimable and recoverable under the money set forth above. In addition to the liability of the Surety under this bord reasonable attorneys' fees and costs, even if such amounts exceed the	this instrument shall be and hereby is express!	y limited to the amount of by in any suit brought on this
Dated this _7th day of _February 20 22	_	
D B B Builder, Inc.		
BIDDER	State of	SS
By (signed)	County of	
Signature of Authorized Rerson Title	On	
		, a Notary Public
	Personally appeared Personally known to me (or	
Markel Insurance Company	or satisfactory evidence) to h	e the nerson whose name
SURETY By (signed)	me that he/she executed the scapacity, and that by his/her s	same in his/her authorized
Dwight Reilly Signature of Attorney-In-Fact	the person, or the entity upon acted, executed the instrumen WITNESS my hand and official	behalf of which the person
Address 3131 Camino del Rio N., Suite 1450	, and and official	(Notary Seal)
City, State San Diego, CA 92108		9
elephone (800) 288-0351		
the casher's check, lanur	Signature ORNEY AND ALL-PURPOSE ACKNOW ALTERED, MODIFIED, OR CHANGED.) The to submit this form shall render your DOCUMENT	of Notary /LEDGMENT. bid non-responsive]
DDENDUM NO. 2 DB ORDER CONTRACT		RFO NO : R-22012

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES

RFQ NO.: R-22012 ISSUED: 11/23/2021

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.

Shaunna Rozelle Ostrom

Signature

validity of that documen	L.	
State of California County of Ora	ange)	
On <u>02/07/2022</u>	before me,	Shaunna Rozelle Ostrom, Notary Public (insert name and title of the officer)
his/her/their authorized cap person(s), or the entity upo	pasis of satisfactory evide strument and acknowled pacity(ies), and that by hi on behalf of which the pe	ence to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the rson(s) acted, executed the instrument.
I certify under PENALTY Oparagraph is true and corre	F PERJURY under the lect.	aws of the State of California that the foregoing
WITNESS my hand and off	ficial seal.	SHAUNNA ROZELLE OSTROM COMM. #2332742 Motary Public-California ORANGE COUNTY My Comm. Expires Aug 31, 2024

(Seal)

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of $\,$ August $\,$, 2020 $\,$.

Michael C. Keimig, President

SureTec Insurance Company

Markel Insurance Company

Røbin Russo, Senior Vice President

Commonwealth of Virginia County of Henrico SS:

On this 13th day of August . 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

DONA lahat the County of Henrico, the day and year first above written. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official

WY COMMISSION By: Donna Donavant, Notary Public My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Market Insurance Company and Market Insurance Company and Market Insurance Company and Market Insurance Company deflerby certify that the original POWER OF ATTORNEY of which the foregoing is a full true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the $\frac{7\text{th}}{}$

Markel Insurance Company

Richard R. Grinnan, Vice President and Secretary

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

1.01	
	GENERAL

DBB Builder, Inc. Bidder Name:

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

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

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

1.02 **ETHICS POLICY**

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

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

Former Board of Education Members, Employees, Consultants, Subcontract	ors:	
N/A		
N/A		
The OWNER Ethics Policy is available online through the following link:		

C.

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;

Ц	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;
ш	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
_	OWNER officials? (Outside of the service requirements of a contract or written agreement with OWNER and outside of a specific OWNER-issued bid process)
M	CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.

If the bidder indicated that it performs one or more of the activities above, the bidder shall proceed to the 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? \mathbf{OR}
- 2b. Does a client pay your organization to conduct these activities on the client's behalf?

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

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

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

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

INSTRUCTIONS

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

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

- Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list.
 Bidder should visit https://achieve.lausd.net/Page/14037 for more information.
- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.
- Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 21st Floor Los Angeles, CA 90017 (213) 241-4665 C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

http://www.laschools.org/new-site/labor-compliance/

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

1.05 PREQUALIFICATION

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

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

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

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

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

		Bidder Name: DBB Builder, Inc.
1.07	DEB.	ARMENT, SUSPENSION, INELIGIBILTY FOR AWARD
	A.	By signing and submitting this document, bidder certifies:
		Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
		[] Have, [] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
	B. If	f bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to emain qualified to bid and perform OWNER projects.
1.08	BIDD	ER CERTIFICATION

Executed on 02/09/2022 , at Los Angeles , California.

"The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under

President Signature and Title of Bidder Representative

the laws of the State of California that the foregoing is true and correct."

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

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

END OF DOCUMENT

A.

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

1.01	GENE	RAL	
	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	Angeles	Testy
County	or <u>LUS</u> /	NA	
Presi	dent	(Name of person signing bid)	oses and says that he or she
. 1001		of Signer) ON DBB Builder, Inc. (Name of Licensee Bidding)	is the party making the
put in a a sham be communed the bid proposed bid price to any communed to any	false or shold, or any ication, or rice, or of I contract; or any br	bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, e bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or so am bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidde one shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sough a conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, that any other bidder, or to secure any advantage against the public body awarding the Contract of that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly or indirectly, partnership, company association or divulged information or data relative thereto, or paid, partnership, company association organization bid deposition or data relative thereto, or paid,	licited any other bidder to er or anyone else to put in it by agreement, profit, or cost element of of anyone interested in the ectly, submitted his or her
Bidder N		DBB Builder, Inc. Name as it appears on Contractor's State License Intification Number: 83-4225059	Check One: Sole Ownership
		License: 1026149 B, C36, C8, & C33	Partnership
		Number Classification(s)	Corporation X
Name of	License H	older: Morteza Hoseinpour	Other
Expiratio	n Date: _(04/30/2023	
Address_	10932	S. Western Ave	331-0168
City LC	s Ange	eles State CA Zip Code 90047	Activity Services Management of the Control of the
The sign California		ow binds bidder to all the stated conditions and bidder certifies under penalty of perjury under boing is true and correct." Morteza Hoseinpour	r the laws of the State of
		Print Name Signature and T	
Affidavit	shall be si	igned by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)	ilio
ated this			
	[I	(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPO).) NSIVEI

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

RELEASED 11/23/2021 NON-COLLUSION AFFIDAVIT 00 4519-1

DOCUMENT 00 7351

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01	GENE	RAL	E	Bidder Name: DBE	Builder, Inc.
	A.		mance of Work, bidder is required to comply with forth in, but not limited to, Public Contract Code to shall subject the bidder to the penalties and other		
	B.		contractor who will perform Work or labor or the Work in an amount in excess of one-half of		
	C.	must only Profession licenses,	all list only one subcontractor for each portion and plumbing ("MEP") components that will be use MEP subcontractors that are (i) licenses to Code, specifically holding C-4, C-7, C-10, C-10 and (ii) identified on the OWNER's List of Prest to the date of bid on the Project.	performed by first-ti	er MEP subcontractors, bidder on 7058 of the Business and
	D.	Bidder, by and will p	not listing a subcontractor for a certain portion or erform said portion of Work itself.	of the Work, certifies	bidder is qualified to perform
	E.	Certain pe	nalties may be imposed for the subsequent emplo	ovment of an unlisted	subcontractor
	F		oton on sub		
ГУРІ	F. E(S) OF W	No contra on or aft pursuant only unde	nctor or subcontractor may be listed on a bid er March 1, 2015) unless registered with the to Labor Code section 1725.5 [with limited exert Labor Code section 1771.1(a)].		

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

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

00 7351-1

DUPLICATE ORIGINAL

Bond No. 5314402 Premium: \$9,000.00

DOCUMENT 00 6114

PERFORMANCE BOND

WHI	EREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
Here	einafter called OWNER, and D B B Builder, Inc.
herei entir	inafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its
deno	ominated as number RFQ/Bid No. R-22012,
JOD OIGEL CO	ribed as* at _Los Angeles Unified School District ontracting for General Contract Services is in the Maximum Contract Value of \$500,000.00
"SUF assig	W, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, ITRACTOR, as Principal, and Markel Insurance Company, as surety (hereafter RETY"), for themselves and each of their respective heirs, executors, administrators, successors and risk, are jointly and severally held and firmly bound to OWNER in the amount of Hundred Thousand and 00/100
Conti	1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner ptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the ract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain I force and effect.
CON notify	2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate TRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall CONTRACTOR and SURETY in writing, and SURETY shall promptly:
in its	a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold sole discretion, to perform and complete the Contract; or
indepe object	b. Undertake to perform and complete the Contract itself, through its agents or through endent contractors, provided that OWNER either has prequalified such person or has no reasoned tion to such person performing the Work; or
secure the Co	c. Obtain bids or negotiated proposals from qualified contractors acceptable to and alified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to epared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be down with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on contract, and pay to OWNER any excess of the amount of the completion contract over the remaining the of the Maximum Contract Value; or
contrac	d. Waive its right to perform and complete, arrange for completion, or obtain a new ctor and with reasonable promptness under the circumstances, and real-territories.

contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of

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

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

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

10. In case any suit, arbitration or other act shall be awarded to the prevailing party, only the a discretion.	tion is brought upon this Bond, reasonal amount thereof being within the Court	ple attorneys' fees t's or arbitrator's
11. Where they are used herein, the follow have the same meaning ascribed to them in the Contract Documents, Contract Value, Contract Time, Day, Punch	ving terms that are specially defined in tet: OWNER, CONTRACTOR, Contract h List, and Substantial Completion.	the Contract shall t, Work, Contract
Signed and sealed this 23rd	day of <u>February</u>	20
D B B Builde		
By Morteza Hosein Pour Title Surety Name Markel Insurance Company	President	
Address of Surety 3131 Camino del Rio N., Suite 1450 San Diego, CA 92108 Telephone Number (800) 288-0351	Attorney-in-Fact : Shaunna Rozelle Address 1411 N. Batavia St., Suite 20 Orange, CA 92867	Ostrom 1
Bond Number 5314402 The OWNER will obtain the following certification:	Telephone Number (714) 516-1232	
I hereby certify: 1. That the Surety named above has been certified by the State such authority is in full force and effect. 2. That there is on file in this office the financial statement of showing capital and surplus not less than ten times the amount of the statement of t	e Insurance Commissioner as an admitted Surety	Insurer and that
DateBy	Dean C. Logan, County Clerk	
	Deputy	

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

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

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

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.

validity of that document.	racy, or
State of California County of Orange	
On before	me, <u>Melissa Ann Vaccaro, Notary Public</u> (insert name and title of the officer)
who proved to me on the basis of satisfact subscribed to the within instrument and ac his/her/their authorized capacity(ies), and	aunna Rozelle Ostrom tory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in that by his/her/their signature(s) on the instrument the ch the person(s) acted, executed the instrument.
	nder the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2241394
Signature Melissa Ann Vaccaro	Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2022

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August , 2020 .

SureTec Insurance Company

Michael C. Keimig, President

Commonwealth of Virginia County of Henrico SS:

Markel Insurance Company

Robin Russo, Senior Vice President

On this 13th day of August , 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force. DONA TO

DONA Henrico, the day and year first above written. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official

WY COMMISSION By: Donna Donavant, Notary Public 7083968

We, the undersigned Officers of SureTec Insurance Company and Market Insurance Company and Market Insurance Company deflects and has not been revoked. foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of February

Markel Insurance Company

Richard R. Grinnan, Vice President and Secretary

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

DUPLICATE ORIGINAL

DOCUMENT 00 6113

Bond No. 5314402

PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT B	OARD OF EDUCATION,	
hereinafter called the OWNER, and DBB Builder, Inc.		
hereinafter called the CONTRACTOR, have entered into a Contra	act	
dated		
for Job Order Contracting for General Contract Service	ces, RFQ/Bid No. R-22012	
Contract Amount Five Hundred Thousand and 00/100 Dollars	(\$500,000.00)	
NOW, THEREFORE, the CONTRACTOR, as Principal, and the	following named Surety, Markel Insurance Company	
are held and firmly bound to the OWNER in the amount set forth and Surety bind themselves, their heirs, executors, administrators,	under the bond, for the payment whereof in the manner spec, successors and assigns jointly and severally, firmly by these	rified, the Principal e presents:
PAYMENT BOND		
In an amount equal to One Hundred Percent (100%) of the at Maximum Contract Value. The condition of this obligation is the Contractor or his Subcontractors, fail to pay for any mater provisions, provender or other supplies, or teams, used in, upon, or about the performance of the Work contracted to be done, or any work or labor thereon of any kind, or for amounts due under Unemployment Insurance Code with respect to such work or labor for any amounts required to be deducted, withheld, and paid over the Franchise Tax Board from the wages of employees of CONTRACTOR and his Subcontractors pursuant to Section 1880 the Revenue and Taxation Code, with respect to such work and lathat the surety will pay for the same, in an amount not exceeding sum specified above, and also, in case suit is brought upon the bear reasonable attorney's fee, to be fixed by the court.	o change, extension of time, alteration or addition to the term	os of the Contract on
to the Work to be performed thereunder shall in anywise affect its change, extension of time, alteration or addition to the terms of the	obligations on the above bonds, and it does hereby waive no e Contract Documents.	otice of any such
Signed and sealed this 23rd	day of February	20_22
DBB Builder, Inc. By Motern Hoseinfour ALLA Title President	SURETY By Shaunna Rózelle Ostrom Attorney-in-Fact Address 3131 Camino del Rio N., Suite 1450, San Telephone Number (800) 288-0351 Bond Number 5314402	Diego, CA 92108
The OWNER will obtain the following certification:	Solid Pullifor SST4402	13
I hereby certify: CERTIFICATION BY L	LOS ANGELES COUNTY CLERK'S OFFICE tate Insurance Commissioner as an admitted Surety Insurer a of the surety for the period ending mount of the above Contract Value.	and that
	Dean C. Logan, County Clerk	
DateB		
(THIS DOCUMENT CAN	Deputy NNOT BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT	

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

REVISED 01/05/2012 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

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.

validity of that document.	
State of California County ofOrange	
On before me,	Melissa Ann Vaccaro, Notary Public (insert name and title of the officer)
personally appeared Shaunna Roze who proved to me on the basis of satisfactory evider subscribed to the within instrument and acknowledge his/her/their authorized capacity(ies), and that by his person(s), or the entity upon behalf of which the person	elle Ostrom nce to be the person(s) whose name(s) is/are ed to me that he/she/they executed the same i
I certify under PENALTY OF PERJURY under the la paragraph is true and correct.	
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2241394
Signature Melissa Ann Vaccaro (Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2022

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 13th day of August , 2020 .

Michael C. Keimig, President Commonwealth of Virginia

SureTec Insurance Company

Markel Insurance Company

Røbin Russo, Senior Vice President

County of Henrico SS:

On this 13th day of August . 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force. DONA!

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official Search the County of Henrico, the day and year first above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seafar the County of Henrico, the day and year first above written.

MY

COMMISSION

NUMBER

Donna Donavant, Notary Public

My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Market Insurance Company and Market Insurance Company deficitly deficitly certify that the original POWER OF ATTORNEY of which the foregoing is a full true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of February

Markel Insurance Company

Richard R. Grinnan, Vice President and Secretary

Email

To: dbb.builder@gmail.com;

Cc: dbb.builder@gmail.com;Kathleen.Dalessandro@alliant.com;angela.mccloud@lausd.net;cynthia.vargas@lausd.net;diane.siu@lausd.net;gayane.stepanyan@lausd.net;christy.guzman@lausd. Subject: OCIP IV - JOC Contracts / 2230004 / Welcome Letter Packet

Sent: 03/01/2022, 05:33:35 AM



03/01/2022

Attn: Morteza Hoseinpour
DBB BUILDERS, INC.
10932 S. Western Ave Los Angeles, CA 90047

Re: OCIP IV - JOC Contracts

Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2230004
WC Policy Number: WA5-66D-067332-781

Dear Morteza Hoseinpour,

Attached is the Welcome Packet for the LAUSD OCIP IV Program.

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2230004. 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 project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website
 (https://achieve.lausd.net/site/default.aspx?PageID=1008) or via the Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no onsite work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's X-mod.
- · Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo
 Aguilera, OCIP Coordinator at 213 241-7994 or Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.

Print



DATE (MM/DD/YYYY) 03/01/2022

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).

(-).							
Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750		CONTACT NAME: Kathleen Dalessandro					
		PHONE (A/C, No, Ext):	(213) 270-0156	270-0156 FAX (A/C, No):			
		E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com					
INSURED		I	NSURER(S) AFFORDING COVER.	AGE	NAIC#		
DBB BUILDERS, INC. 10932 S. Western Ave		INSURER A: Lib	23035				
		INSURER B: Everest National Insurance Company			10120		
Los Angeles, CA, 90047 Attn: Morteza Hoseinpour		INSURER C: LM Insurance Corporation			33600		
Attii. Worteza Hoseinpoul		INSURER D: Allied World Assurance Company (U.S.) Inc.			19489		
COVERAGES C	ERTIFICATE NUMBER: 316387		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 SUBI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY		TB2-661-067129-	02/22/2022	05/01/2023	GL-EachOccurrence	\$2,000,000
	CLAIMS-MADE X OCCUR		028			GL-DamageToRentedPremises	\$1,000,000
						GL-MedExp	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GL-Personal&AdvInjury	\$2,000,000
	POLICY X PROJECT LOC					GL-GeneralAggregate	\$4,000,000
	OTTLEX					GL-ProductsComp/OPAggregate	\$4,000,000
	AUTOMOBILE LIABILITY					AL-CombinedSingleLimit	
	ANY AUTO OWNED AUTOS SCHEDULED AUTOS					AL-BodilyInjury(Per person)	
	HIRED AUTOS NON-OWNED AUTOS					AL-BodilyInjury(PerAccident)	
	ONLY					AL-Property Damage(Per Accident)	
В	UMBRELLA LIAB X OCCUR		XC1EX00107181	02/22/2022	05/01/2023	EUL-Aggregate	\$10,000,000
	X EXCESS LIAB CLAIMS - MADE DED RETENTION \$					EUL-EachOccurrence	\$10,000,000
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WA5-66D-067332-	02/22/2022	05/01/2023	X WC-StatutoryLimits Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		781			WC-E.L.EachAccident	\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF					WC-E.L.DiseasePolicyLimit	\$1,000,000
	OPERATIONS below					WC-E.L.Disease EachEmployee	\$1,000,000
D	Excess & Umbrella #2		3113202	02/22/2022	05/01/2023	EUL-EachOccurrence	\$15,000,000
						EUL-Aggregate	\$15,000,000

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2230004 at the following schools: . The coverage is effective from the start date of the contract, 02/22/2022, through the completion of the work onsite, or completion of the project, whichever is first.

CERTIFICATE HOLDER	CANCELLATION					
DBB BUILDERS, INC. 10932 S. Western Ave Los Angeles, CA, 90047 Attn: Morteza Hoseinpour	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 : AUTHORIZED REPRESENTATIVE					
•	Cray Strala					

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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 03/01/2022

PRODUCER

Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071

Phone: (213) 443-2468, Fax: (866) 867-5811

INSURED

DBB BUILDERS, INC. 10932 S. Western Ave Los Angeles, CA, 90047 Attn: Morteza Hoseinpour CERTIFICATE HOLDER

DBB BUILDERS, INC. 10932 S. Western Ave Los Angeles, CA, 90047 Attn: Morteza Hoseinpour

(continued from previous page)

Excess #3

Starr Indemnity & Liability Company Policy Number: 1000024092

Policy Duration: 2/22/2022 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

Excess #4

ACE Property and Casualty Insurance Company Policy Number: XCQG71124654001 (50.00%)

Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

Excess #4

Berkley National Insurance Company Policy Number: CEX0960316100 (50.00%) Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



DATE (MM/DD/YYYY) 06/25/2021

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 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).

	terroate fredati ili iloa er each eriaere		(0)							
PRO	DUCER				CONTA NAME:	Majid	Alihaji			
CA	RAVAN INSURANCE AGENCY,	INC	•	}	PHONE (A/C, No, Ext): 213-480-7792 FAX (A/C, No): 213 408-0202					
33	O BEVERLY BLVD				E-MAIL ADDRESS: caravanins@yahoo.com					
l									NAIC #	
LO	ANGELES			CA 90004	INSURE			ct Insurance Com	pany	20260
INSU	RED				INSURE	RB:		····	,	
DB	Builder				INSURE	3				
					INSURE					
11:	.12 Arlee Ave				INSURE					
No:	Norwalk CA 90650									
CO	COVERAGES CERTIFICATE NUMBER:					RF:		REVISION NUMBER:		
	IS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO			IF POL	ICY PERIOD
IN CI	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 :	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIMITS	:	
LIK	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICT NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)			
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED	\$	
	CEANWIS-IWADE COCOR							T TALIMIOLO (La codalicito)	\$	
									\$	
	OCANI ACCRECATE LIMIT APPLIES DEP							***************************************	\$	
	POLICY PRO- LOC							, , , , , , , , , , , , , , , , , , , ,	\$	
								·	\$	
	OTHER: AUTOMOBILE LIABILITY					-		COMBINED SINGLE LIMIT	\$	1 000 000
				504-57022-0027-0	002	06/16/21	06/16/22	(Ea accident)		1,000,000
_	ANY AUTO ALL OWNED SCHEDULED	x							\$	
A	Y AUTOS AUTOS	^						DDODEDTY DANAGE	\$	
	HIRED AUTOS AUTOS							(Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE -	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
									1	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL						re space is requir	ed)		
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mb.	. Combificate believ	٠.				. 7	3			
THE	Certificate holder	18	n	amed as addit	iona	ar insu	rea.			
CEF	TIFICATE HOLDER				CANC	ELLATION				
LAU	SD				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
333	S Beaudry Ave 19TH Floo	or		ľ	AUTHORIZED REPRESENTATIVE					
	Angeles			CA 90017			Mon	a		



DATE (MM/DD/YYYY) 12/14/2021

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.

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If SUBROGATION IS WAIVED, subject this certificate does not confer rights t						equire an endorsement.	. A st	atement on
PRODUCER	o the cer	uncate notaer in neu Of St	CONTAC	~-	Sakamoto			
Hunter Insurance Services, Inc			PHONE FAX					
9855 Prospect Ave			(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: brandon@hunteronline.com					
Suite D			ADDRES					NAIC#
Santee		CA 92071	INSURER A: AIX Specialty Insurance Company					12833
INSURED			INSURE	21.1.0		Insurance Fund		35076
DBB Builder Inc			INSURE					
11509 Venice Blvd #1			INSURE					
			INSURE					
Los Angeles		CA 90066	INSURE					
COVERAGES CER	TIFICAT	E NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH INSR	EQUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT	OR OTHER DESCRIBED	DOCUMENT WITH RESPEC	OT TO	WHICH THIS
LTR TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	•	00,000
CLAIMS-MADE OCCUR						PREMISES (Ea occurrence)	•	000
. –		01701 070 17070 100		1011110001	4044440000	MED EXP (Any one person)	\$ 5,0	
A		SIZGL0504B258499		12/14/2021	12/14/2022	PERSONAL & ADV INJURY	~ ~	00,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	~ ~	00,000
POLICY PRO-						PRODUCTS - COMP/OP AGG	•	00,000
OTHER:						COMBINED SINGLE LIMIT	\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO OWNED SCHEDULED						` ' '	\$	
AUTOS ONLY AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
UMBRELLA LIAB OCCUR								
EXOCOLUAD						EACH OCCURRENCE	\$	
CLAIIVIS-IVIADE	-					AGGREGATE	\$	
DED RETENTION \$ WORKERS COMPENSATION						PER OTH-	\$	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE Y / N							a 10	00,000
B OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A	92139552021		7/7/2021	7/7/2022	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE		00,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	-	00,000
DESCRIPTION OF OPERATIONS BEIOW						E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Schedu	le, may be	attached if more	space is require	ed)		
CERTIFICATE HOLDER			CANO	ELLATION				
CERTIFICATE HOLDER			CANC	ELLATION				
Los Angeles Unified School I Proof of Insurance	District	t	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			

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DATE (MM/DD/YYYY) 02/28/2022

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.

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PRODUCER	CONTACT NAME: Kathleen Dalessandro				
		FAX (A/C, No):			
	E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com				
INSURED	INSURER(S) AFFORDING COVERA	AGE NAIC#			
,,	INSURER A: Liberty Mutual Fire Insurance Company				
	INSURER B: Everest National Insurance Compan	y 10120			
Los Angeles, CA, 90047 Attn: Morteza Hoseinpour	INSURER C: LM Insurance Corporation				
Attir. Morteza nosempour	INSURER D: Allied World Assurance Company (U	I.S.) Inc. 19489			
COVERAGES CERTIFICATE NUMBER: 311958	REVISION I	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		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
Α	X	COMMERCIAL GENERAL LIABILITY			TB2-661-067129-	02/22/2022	05/01/2023	GL-EachOccurrence	\$2,000,000										
		CLAIMS-MADE X OCCUR			028			GL-DamageToRentedPremises	\$1,000,000										
								GL-MedExp	\$10,000										
	GEN	'L AGGREGATE LIMIT APPLIES PER:						GL-Personal&AdvInjury	\$2,000,000										
		POLICY X PROJECT LOC						GL-GeneralAggregate	\$4,000,000										
		OTHER						GL-ProductsComp/OPAggregate	\$4,000,000										
	AUT	OMOBILE LIABILITY						AL-CombinedSingleLimit											
		ANY AUTO OWNED AUTOS SCHEDULED AUTOS																AL-BodilyInjury(Per person)	
		HIRED AUTOS NON-OWNED AUTOS									AL-BodilyInjury(PerAccident)								
		ONLY ONLY						AL-Property Damage(Per Accident)											
В		UMBRELLA LIAB X OCCUR			XC1EX00107181	02/22/2022	05/01/2023	EUL-Aggregate	\$10,000,000										
	X	DED RETENTION \$	-					EUL-EachOccurrence	\$10,000,000										
С		RKERS COMPENSATION AND			WA5-66D-067332-	02/22/2022	05/01/2023	X WC-StatutoryLimits Other											
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?			781			WC-E.L.EachAccident	\$1,000,000										
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC-E.L.DiseasePolicyLimit	\$1,000,000										
								WC-E.L.Disease EachEmployee	\$1,000,000										
D	Exce	ess & Umbrella #2			3113202	02/22/2022	05/01/2023	EUL-EachOccurrence	\$15,000,000										
								EUL-Aggregate	\$15,000,000										

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2230004 at the following schools: . The coverage is effective from the start date of the contract, 02/22/2022, through the completion of the work onsite, or completion of the project, whichever is first.

CERTIFICATE HOLDER	CANCELLATION
Attn: Morteza Hoseinpour	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 : AUTHORIZED REPRESENTATIVE
	Cray Strala

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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 02/28/2022

PRODUCER

Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071

Phone: (213) 443-2468, Fax: (866) 867-5811

INSURED

DBB BUILDERS, INC. 10932 S. Western Ave Los Angeles, CA, 90047 Attn: Morteza Hoseinpour CERTIFICATE HOLDER

DBB BUILDERS, INC. 10932 S. Western Ave Los Angeles, CA, 90047 Attn: Morteza Hoseinpour

(continued from previous page)

Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 2/22/2022 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

Excess #4

ACE Property and Casualty Insurance Company Policy Number: XCQG71124654001 (50.00%)

Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

Excess #4

Berkley National Insurance Company Policy Number: CEX0960316100 (50.00%) Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

DBB Builder, Inc. LIC# 1026149 10932 S. Western Ave Los Angeles, CA 90047 (323) 331-0168 dbb.builder@gmail.com Small Business Enterprise

February 28, 2022

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

Attn: Labor Compliance Department

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

Re: Project Stabilization Agreement - New School Construction and Major

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

Dear Sir:

This is to confirm **DBB Builder**, **Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 2230004 Job Order Contract - General Contracting Services (PSA)**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

DBB Builder, Inc.

By:

Morteza Hoseinpour - President



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

AUSTIN BEUTNER Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

01/19/2021

DBB BUILDER, INC. 10932 SOUTH WESTERN AVENUE LOS ANGELES, CA 90047 MARK HOVATTER

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small Business

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Small Business Enterprise

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

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	236220	01/19/2021	01/19/2024
Small Business Enterprise	238110	01/19/2021	01/19/2024
Small Business Enterprise	238990	01/19/2021	01/19/2024

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

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

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

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900042351.

Sincerely,

Lorena Padilla-Melendez

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