

# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
Superintendent

MEGAN K. REILLY  
Deputy Superintendent



DAVID D. HART  
Chief Financial Officer

JANICE SAWYER  
Business Manager

JUDITH REECE  
Chief Procurement Officer

April 19, 2021

EMAILED  
[seedondig@aol.com](mailto:seedondig@aol.com)

D JOHN ROSER, INC.  
31356 VIA COLINAS, UNIT 111  
WESTLAKE VELLAGE, CA 91362

### NOTICE OF AWARD

**Bid No.:** 2110019 / Colin Project No. 10370656  
**Project:** DOLORES HUERTA ELEMENTARY SCHOOL (194337)  
**Project Description:** SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION  
**Contract Amount:** \$850,000.00  
**Contract Duration:** 301 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on April 19, 2020, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

Please contact your project Owner Authorized Representative (OAR), NELLY VELARDE, at (213) 605-3688 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact me at [cynthia.vargs@lausd.net](mailto:cynthia.vargs@lausd.net).

Sincerely,

**Cynthia Vargas**

Digitally signed by Cynthia Vargas  
DN: cn=Cynthia Vargas, o=LAUSD, ou=Facilities  
Contracts, email=cynthia.vargs@lausd.net, c=US  
Date: 2021.04.19 14:52:15 -07'00'

Cynthia Vargas  
Contract Administration Analyst

c: YEGHISHE MINASSIAN, RPMD  
NELLY VELARDE, (OAR)  
Inspection Section  
John McEvoy  
Elvis Tran  
Ronice White  
Alliant Insurance Services  
File (Bid No: 2110019)  
Existing Facilities P/S

PROCUREMENT SERVICES DIVISION  
333 S. Beaudry St., 28<sup>th</sup> Floor, Los Angeles, CA 90017  
Telephone (213) 241-3087

(When required)

RECORDING REQUESTED BY AND MAIL TO:

**LOS ANGELES DAILY JOURNAL**

~ SINCE 1888 ~

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

CYNTHIA VARGAS  
LAUSD/FACILITIES CONTRACTS  
PO#1690001.04-4400003962 333 SO. BEAUDRY AV  
LOS ANGELES, CA - 90017

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of Los Angeles ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

2110019, DOLORES HUERTA ELEMENTARY SCHOOL, SYNTHETIC FIELD  
REPLACEMENT & DRAINAGE REMEDIATION (194337)

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

02/05/2021, 02/09/2021

Executed on: 02/09/2021  
At Los Angeles, California

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



Signature



Email

\* A 0 0 0 0 0 5 6 4 1 4 6 8 \*

This space for filing stamp only

DJ #: 3438109

**NOTICE TO CONTRACTORS**

BIDDERS ARE CAUTIONED TO EXAMINE CAREFULLY SPECIFICATIONS AND BID FORMS BEFORE BIDDING.

Notice is hereby given that the Board of Education of the City of Los Angeles will receive bids from the District's list of pre-qualified contractors to furnish all labor and material for the following:

**THE FOLLOWING PROJECT(S) ARE FUNDED BY PROPOSITIONS WHICH WERE APPROVED BY THE VOTERS AND IS SUBJECT TO THE PROJECT STABILIZATION AGREEMENT.**

**DATE OF BID OPENING: February 25, 2021 (Thursday @ 10:00 AM)**

**BID NUMBER: 2110019**

**SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION (PSA) at DOLORES HUERTA ELEMENTARY**

**SCHOOL (194337) Prebid Meeting: 2/17/2021 (Wednesday @ 8:00 AM).**

Prime contractor shall hold license in the following classification(s): "B ONLY" license required. Contractor Caused Compensable Delay (L.D.): \$500.00 per calendar day. The anticipated construction range for the Work of this Project is \$864,000.00 to \$1,000,000.00.

Bidder should note that OWNER's prequalification program has been expanded pursuant to Public Contract Code 20111.6 to include mechanical, electrical and plumbing subcontractors, holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses. Bidders who will be utilizing a first-tier subcontractor to perform such specialty work must select a subcontractor from the OWNER's List of Prequalified Subcontractors.

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

For any contract awarded on or after April 1, 2015, a contractor or subcontractor shall not engage in the performance of any contract unless currently registered with the DIR.

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

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

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

333 S. Beaudry Avenue,  
19<sup>th</sup> Floor,  
Los Angeles, CA 90017  
(213) 241-4665

Each bid shall be in accordance with drawings, specifications and other contract documents now on file at Facilities Construction Contracts, 333 S. Beaudry Ave. Los Angeles, CA 90017. Bidding documents are available online at

www.crispimg.com in the "Public Planroom" and will be available Monday through Friday on 2/6/2021 at CRISP IMAGING Los Angeles Office (Downtown) 1829 S. Main Street, Los Angeles, CA 90015 Business Hours: 7:00 a.m. to 6:00 p.m. A fee will be charged for plans and specifications.

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

Each bid shall be made out on a form to be obtained in Facilities Construction Contracts; shall be sealed and filed with the Facilities Construction Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017, before said time and on the date shown above; opened and read aloud in public at or about said time at said address.

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

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

DATED: 2/1/21

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division.  
2/5, 2/9/21

DJ-3438109#

DOCUMENT 00 4100

## BID AND ACCEPTANCE FORM

Bidder Name: D. John Rose Jr.

## 1.01 BID SUBMISSION INSTRUCTIONS

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

1.02 BID DUE DATE: **Before 10:00 A.M. on MARCH 01, 2021**

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

## 1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **DOLORES HUERTA ELEMENTARY SCHOOL, SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION, (PSA) 10370656**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division  
Los Angeles Unified School District

## 1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number  
1 2 3

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

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

(\$ 850,000.00)  
(numeric figures)

## 1.06 BID ITEMS

- A. **Public Contract Code Section 20103.8 (a) - The base bid amount shall be used to determine the lowest bid amount.**

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. Section 01 1500.1.25 Temporary Coronavirus Requirements- \$20,000

1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

## 1.09 BASIS OF AWARD OF CONTRACT:

SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION  
DOLORES HUERTA ELEMENTARY SCHOOL  
ADDENDUM #03

REVISED 9/10/2020  
BID AND ACCEPTANCE FORM  
00 4100-1



A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.

B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.

**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 the following titled Project:

## ***DOLORES HUERTA ELEMENTARY SCHOOL- SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION 2110019/10370656***

#### Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 301 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

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

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

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

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

SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION  
DOLORES HUERTA ELEMENTARY SCHOOL  
ADDENDUM #03

REVISED 9/10/2020  
BID AND ACCEPTANCE FORM  
00 4100-2



**Article 4 - Insurance**

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

**Article 5 - Bonding**

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

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

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

BID DATE: March 1, 2021

By D. John Roser, Inc. (SEAL)  
(Firm Name as it appears on Contractor's State License)

Donald J. Roser  
(Authorized person to sign bid - print name)

[Signature]  
(Signature of authorized person to sign bid)

Business Address: 31356 Via Colinas Unit 111  
Westlake Village, CA 91362

Phone No. 818-706-2411

Fax No. 818-706-1953

Email Address seedondig@aol.com

FOR FC USE ONLY

Contract Number  
2110019☒ with Plans  
☒ with Specs

## 1.10 ACCEPTANCE

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

D JOHN ROSER INC

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

a corporation

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

This Contract is for the purpose of constructing that Project identified as **DOLORES HUERTA ELEMENTARY SCHOOL** and commonly referred to as **SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION**.

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

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of Eight hundred fifty thousand dollars

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

(\$850,000.00)

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

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

4/19/2021

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

*(To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Sr. Contract Administration Manager (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up to \$100K))*

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:

By:

*Jorge Ballardo*

CHIEF PROCUREMENT

COF031CC8533494...

DIRECTOR OF FACILITIES CONTRACTS, SR. CONTRACT ADMINISTRATION MANAGER, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT CONTRACT ADMINISTRATION MANAGER

**BLUE INK SIGNATURE REQUESTED**

**FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM  
SHALL RENDER THE BID NON-RESPONSIVE**

END OF DOCUMENT

SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION  
DOLORES HUERTA ELEMENTARY SCHOOL  
ADDENDUM #03

REVISED 9/10/2020  
BID AND ACCEPTANCE FORM  
00 4100-4



## BID SECURITY FORM

Bond Number DJOHN-064Merchants Bonding Company (Mutual)

Surety

D. John Roser, Inc.

Bidder

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

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

Project Description: Dolores Huerta Elementary School - Synthetic Field Replacement & Drainage RemediationDate of Bid Opening: March 1st, 2021 at 10AMProject Number(s): 10370656Contract Number: 2110019

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

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

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

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

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

Dated this 25th day of February 20 21

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

D. John Roser, Inc.

BIDDER

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

SS

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

By (signed) [Signature]

Signature of Authorized Person

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

Title President/owner

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

Personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

(Notary Seal)

Merchants Bonding Company (Mutual)

SURETY

By (signed) [Signature]

Matthew R. Dobyns / Signature of Attorney-in-Fact

Address 6700 Westown ParkwayCity, State West Des Moines, IA 50266-7754Telephone 1(515) 243-8171

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.  
(THIS DOCUMENT **CANNOT** BE ALTERED, MODIFIED, OR CHANGED.)

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

END OF DOCUMENT

SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION  
DOLORES HUERTA ELEMENTARY SCHOOLREVISED 01/05/2012  
BID SECURITY FORM  
00 4313-1



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashley M Spohn; Matthew R Dobyns; Randy Spohn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of February, 2021.



*William Warner Jr.*  
Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

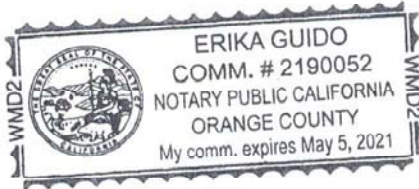
State of CALIFORNIA

County of ORANGE

On 2/25/2021 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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



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

**WITNESS my hand and official seal.**

[Signature]  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_



## SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: D. John Raser, Inc.

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

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE)
Fence/	AZ construction, Inc.	996577	1000004092	City of Industry, CA
Iron work	dba Ace Fence co.			
Abatement dba	Asbestos Instant Response, Inc.	795278	1000006864	Los Angeles, CA
	Air Demolition			
Elevator	Excelsior Elevator Corp.	733576	1000008460	Santa Ana, CA
Landscape	United Construction and Landscapes, Inc.	960915	1000002840	Northridge, CA
Synthetic Turf	KYA Services, LLC	984827	1000003379	Santa Ana, CA

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



## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: D. John Raser, Inc.

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

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

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

## 1.02 ETHICS POLICY

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

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

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

N/A \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

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

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

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

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

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

**OR**

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

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

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

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

#### **INSTRUCTIONS**

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

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

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



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

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

#### 1.04 PREVAILING WAGES

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

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



- C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

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

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

#### 1.05 PREQUALIFICATION

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

#### 1.06 PROJECT STABILIZATION AGREEMENT (PSA)

- A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/or Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.48 of the General Conditions).

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

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

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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

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

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

1.08 BIDDER CERTIFICATION

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

Executed on March 1, 2021, at Westlake Village, California.

By: [Signature] President/owner  
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT



## NON-COLLUSION AFFIDAVIT

## 1.01 GENERAL

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

State of California

County of Los Angeles ss.Donald J. Roser

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

President/owner (Name of person signing bid)  
(Title of Signer)

D. John Roser, Inc. (Name of Licensee Bidding)  
is the party making the

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

Bidder Name D. John Roser, Inc.  
Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐Partnership ☐Corporation ☒Other ☐

IRS Employers Identification Number: 95-4058225

Contractor's State License: 506778 B, C36, C12, C10, A, C-8  
Number Classification(s)

Name of License Holder: Donald J. Roser

Expiration Date: 03/31/21

Address 31356 Via Colinas, Unit 111

Phone (818) 706-2411

City Westlake Village State CA Zip Code 91362

Fax (818) 706-1953

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

By Donald J. Roser  
Print Name

[Signature]

Signature and Title

President/owner

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

Dated this 1st day of March 20 21

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

END OF DOCUMENT





# LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

AUSTIN BEUTNER  
*Superintendent of Schools*

JUDITH REECE  
*Deputy Chief Procurement Officer*

MARK HOVATTER  
*Chief Facilities Executive*

YVETTE MERRIMAN-GARRETT  
*Director of Contracts Administration and  
Procurement Services*

LORENA PADILLA-MELENDZ  
*Director of Community Relations and Small  
Business*

04/30/2019

D JOHN ROSER, INC.  
31356 Via Colinas, Unit 111  
Westlake Village, CA 91362

## 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	04/30/2019	04/30/2022
Small Business Enterprise	238110	04/30/2019	04/30/2022
Small Business Enterprise	238220	04/30/2019	04/30/2022

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) 241-1302 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900010907.

Sincerely,

Kimberly Frelow  
Small Business Enterprise Program Manager

PERFORMANCE BOND  
(OFF-SITE IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, That we **D.JOHN ROSER, INC.**,

The contractor in the contract hereto annexed, as principal, and Merchants Bonding Company (Mutual),

as surety, are held and firmly bound unto the LOS ANGELES UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND  
LOS ANGELES,  
A MUNICIPAL CORPORATION, AS CO-OBLIGEE

California, hereinafter called the OWNER, in the sum of: **(\$850,000.00)**  
**EIGHT HUNDRED FIFTY THOUSAND**

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated March 19th, 2021

The condition of the above obligation is that if said principal as CONTRACTOR in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the OWNER, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of:

**SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION AT DOLORES HUERTA ELEMENTARY SCHOOL (194337)**

In strict conformity with the terms and conditions set forth in the contract hereto annexed, and shall pay or cause to be paid all persons who perform labor for, or furnish materials to, said contractor, or to any subcontractor, in the execution of said contract, then this obligation shall be null and void – otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. This bond is further conditioned upon and guarantees due compliance with all of the applicable provisions of Articles 2 and 7 of Chapter 1, and Sections 62.105 through 62.118 inclusive, of the Municipal Code of the City as amended.

In case suit is brought upon this bond, the Court shall award a reasonable attorneys' fee to the prevailing, only the amount thereof being within the Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

**D.JOHN ROSER, INC.**

Randy Spohn President/owner  
(Name & Title)  
31356 Via Colinas, Unit 111, Westlake Village, CA 91362  
(Address)  
(818) 706-2411  
(Telephone Number)

**CONTRACTOR**

**ATTORNEY IN FACT**

Randy Spohn  
(Attorney in Fact's Name & Signature) Randy Spohn  
1633 E. Fourth Street, Suite 228, Santa Ana, CA 92701  
(Attorney in Fact's Address)  
(714) 541-4700  
(Attorney in Fact's Telephone Number)

**SURETY**

Merchants Bonding Company (Mutual)  
(Surety Name)  
6700 Westown Parkway  
West Des Moines, IA 50266-7754  
(Surety Address)  
(515) 243-8171  
(Surety Telephone Number)

2110019

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



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Ashley M Spohn; Matthew R Dobyns; Randy Spohn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



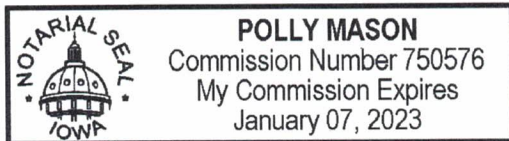
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March, 2021.



*William Warner Jr.*  
Secretary

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

On March 19th, 2021 before me, ERIKA GUIDO, NOTARY PUBLIC,

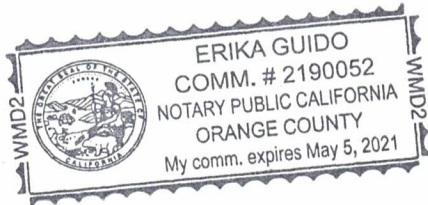
personally appeared RANDY SPOHN,



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

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

WITNESS my hand and official seal.



Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_



DOCUMENT 00 6115

PAYMENT BOND  
(OFF-SITE IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, That we **D. JOHN ROSER, INC.**,

the CONTRACTOR in the contract hereto annexed, as principal, and Merchants Bonding Company (Mutual),

as surety, are held and firmly bound unto the LOS ANGELES UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

California, hereinafter called the OWNER, in the sum of: **(\$850,000.00)**

**EIGHT HUNDRED FIFTY THOUSAND DOLLARS**

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated March 19th, 2021

The condition of the above obligation is that if said principal as CONTRACTOR in the Contract hereto annexed, or his or its Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done by said CONTRACTOR, namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the OWNER, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of:

**SYNTHETIC FIELD REPLACEMENT & DRAINAGE REMEDIATION AT DOLORES HUERTA ELEMENTARY SCHOOL (194337)**

In strict conformity with the terms and conditions set forth in the contract hereto annexed, or for any Work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said surety will pay for the same in an amount not exceeding the sum hereinabove set forth, and also, in case suit is brought upon this bond, the court shall award a reasonable attorney's fee, only the amount thereof being within the court's discretion. This bond is executed in accordance with the requirements of Chapter 3 of Division 5, Title 1 of the Government Code, and acts amendatory thereof, and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 1192.1 of the Code of Civil Procedure, and acts amendatory thereof, or to their assigns; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. This bond is further conditioned upon and guarantees due compliance with all the applicable provisions of Articles 2 and 7 of Chapter 1, and Sections 62.105 through 62.118, inclusive of the Municipal Code of the City, as amended.

**D. JOHN ROSER, INC.**

John Roser President/Owner  
(Name & Title)  
31356 Via Colinas, Unit 111, Westlake Village, CA 91362  
(Address)  
(818) 706-2411  
(Telephone Number)

**ATTORNEY IN FACT**

**CONTRACTOR**

Randy Spohn  
(Attorney in Fact's Name & Signature) Randy Spohn  
1633 E. Fourth Street, Suite 228, Santa Ana, CA 92701  
(Attorney in Fact's Address)  
(714) 541-4700  
(Attorney in Fact's Telephone Number)

**SURETY**

Merchants Bonding Company (Mutual)  
(Surety Name)  
6700 Westown Parkway, West Des Moines, IA 50266-7754  
(Surety Address)  
(515) 243-8171  
(Surety Telephone Number)

2110019

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

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashley M Spohn; Matthew R Dobyns; Randy Spohn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

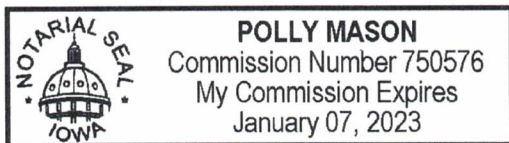


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March, 2021.



*William Warner Jr.*  
Secretary



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

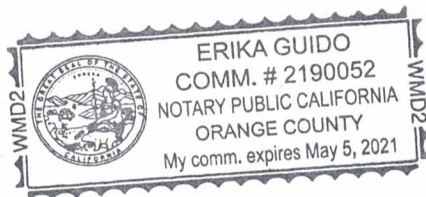
State of CALIFORNIA

County of ORANGE

On March 19th, 2021 before me, ERIKA GUIDO, NOTARY PUBLIC,


personally appeared RANDY SPOHN,

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



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**WITNESS my hand and official seal.**

  
Signature of Notary

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<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER: _____	
SIGNER IS REPRESENTING:	
NAME OF PERSON(S) OR ENTITY(IES)	
_____	
_____	



## Company Profile

**COMPANY PROFILE**

Company Search

**Company Information**

Company Information

**MERCHANTS BONDING COMPANY (MUTUAL)**

Old Company Names

**6700 WESTOWN PARKWAY  
WEST DES MOINES, IA 50266**

Agent for Service

Reference Information

**Old Company Names****Effective Date**

NAIC Group List

Lines of Business

**Agent For Service**Workers' Compensation  
Complaint and Request for  
Action/Appeals  
Contact InformationMelissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505**Reference Information**Financial Statements  
PDF's

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

Annual Statements

Quarterly  
Statements

Company Complaint

Company Performance &  
Comparison Data

Company Enforcement Action

Composite  
Complaints Studies[back to top](#)

Additional Info

Find A Company  
Representative In  
Your Area**NAIC Group List**View Financial  
DisclaimerNAIC Group #: **3479** Merchants Bonding Co Grp**Lines Of Business**The company is authorized to transact business within these lines of insurance.  
For an explanation of any of these terms, please refer to the [glossary](#).

LIABILITY

MISCELLANEOUS

SURETY

[back to top](#)



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

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

See below for Cancellation Clause.

ASBESTOS INSTANT RESPONSE, INC. 3517 W WASHINGTON BLVD. LOS ANGELES, CA 90018		Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave., 22 <sup>nd</sup> Fl., Los Angeles, CA 90017 (Attn: Facilities Construction Contracts)		
Coverage Date	Carrier and Policy Number	Effective	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	9266042 State Compensation Ins Fund of CA	01/01/2021	01/01/2022	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	03126768 Allied World National Assurance Company	01/01/2021	01/01/2022	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	60001034 Allied World Assurance Company (US) Inc	01/01/2021	01/01/2022	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	03126768 Allied World National Assurance Company	01/01/2021	01/01/2022	\$5,000,000.00 each Occurrence
Name of school where Work is being performed: <b>LAUSD Contract # 10370656/2110019, DOLORES HUERTA ELEM (194337)</b>				

The Comprehensive General Liability policy includes coverage designated below:

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

This certificate of insurance is not an insurance policy and of itself does not amend, extend or alter the coverage afforded by the policies listed herein.

Notwithstanding any conditions of any Contract(s) with respect to which this certificate is issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

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

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

Dated at: March 24, 2043

Marsh & McLennan Insurance Agency LLC

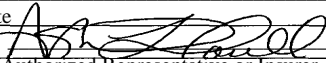
Insurance Company

9171 Towne Centre Dr., Suite 500

Number and Street

San Diego, CA 92122

City and State

By: (signed) 

Signature of Authorized Representative or Insurer

Ashley Howell

Name (typed)

Marsh & McLennan Insurance Agency LLC

Organization

9171 Towne Centre Dr., Suite 500

Address

San Diego, CA 92122

Telephone

858-587-7149

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

**LAUSD Contract # 10370656/2110019,  
DOLORES HUERTA ELEM (194337)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2021

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

<b>PRODUCER</b> Pacific Pathways Insurance Brokers 16959 Bernardo Center Dr #221  San Diego CA 92128		<b>CONTACT NAME:</b> Customer Service Department <b>PHONE (A/C, No, Ext):</b> (866) 822-2547 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> customerservice@pacificpathins.com	
<b>INSURED</b> D John Roser Inc. 31356 Via Colinas Unit 111 Westlake Village CA 91362		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Developers Surety and Indemnity Co <b>INSURER B:</b> Mesa Underwriters Specialty Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12718 36838	

**COVERAGES****CERTIFICATE NUMBER:** GL/IM 21-22**REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BIS0001510409	03/14/2021	03/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A	N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine w/ Property			MP0004008016721	03/14/2021	03/14/2022	Bus Personal Property: \$10,000 Business Income w/EE: \$100,000 Scheduled Equipment: \$325,161

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

The Los Angeles Unified School-Owner Controlled Insurance Program

Los Angeles Unified School District and their officials, employees and agents and any wholly owned subsidiaries or parent organizations, along with all Enrolled Parties are included as Additional Insured. Primary and Non-Contributory Wording and Waiver of Subrogation also apply per the attached Endorsements with respects to General Liability. General Liability coverage applies off-site for all operations of the insured.

**CERTIFICATE HOLDER****CANCELLATION**

Los Angeles Unified School District Procurement Division 333 S. Beaudry Ave., 28th Flr Los Angeles CA 90017	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured, but only to the extent that such person or organization is held liable for your acts or omissions arising out and in the course of your ongoing operations performed for such additional insured. A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
  3. "Bodily injury", "property damage" or "personal and advertising injury" involving or related to or in connection with any additional insured or any location covered by a scheduled or blanket additional insured endorsement that is a part of the policy.
- C. **Primary and Non-contributory Insurance** - We will consider this insurance to be primary and non-contributory to other insurance issued directly to additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we consider this insurance to be primary and non-contributory.
- D. **Waiver of Subrogation** – We waive any right of recovery we may have against the additional insured person(s) or organization(s) to which this endorsement applies if each such additional insured is a named insured in such other insurance and a written contract between you and such person(s) or organization(s) specifically requires that we waive subrogation because of payments we make for injury or damage arising out of "your work" done under a contract with such person(s) or organization(s) to which this endorsement applies.



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-22-2021

GROUP:

POLICY NUMBER: 1298365-2020

CERTIFICATE ID: 100

CERTIFICATE EXPIRES: 07-01-2021

07-01-2020/07-01-2021

THIS CERTIFICATE SUPERSEDES AND CORRECTS

CERTIFICATE # 99 DATED 03-22-2021

LOS ANGELES UNIFIED SCHOOL DISTRICT  
333 S BEAUDRY AVE FL 28  
LOS ANGELES CA 90017-5157

SC

JOB:OFFSITE ACTIVITIES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2021-03-22 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: LOS ANGELES UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2021-03-22 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: LOS ANGELES UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1651 - DONALD J ROSER PRESIDENT - EXCLUDED.

EMPLOYER

D JOHN ROSER INC  
31356 VIA COLINAS STE 111  
WESTLAKE VILLAGE CA 91362

SC

[CE8,CN]



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## WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

### Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%
	-----
Regular Premium equals:	\$ 665.00
Surcharge:	3.00%
	-----
Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-22-2021

GROUP:

POLICY NUMBER: 1298365-2020

CERTIFICATE ID: 100

CERTIFICATE EXPIRES: 07-01-2021

07-01-2020/07-01-2021

THIS CERTIFICATE SUPERSEDES AND CORRECTS

CERTIFICATE # 99 DATED 03-22-2021

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333 S BEAUDRY AVE FL 28  
LOS ANGELES CA 90017-5157

SC

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This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2021-03-22 IS  
ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:  
LOS ANGELES UNIFIED SCHOOL DISTRICT

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS  
ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2021-03-22 IS  
ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
LOS ANGELES UNIFIED SCHOOL DISTRICT

ENDORSEMENT #1651 - DONALD J ROSER PRESIDENT - EXCLUDED.

EMPLOYER

D JOHN ROSER INC  
31356 VIA COLINAS STE 111  
WESTLAKE VILLAGE CA 91362

SC

[CE8,CN]






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2021

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

<b>PRODUCER</b>  <b>STEVE TIEU INSURANCE AGENCY INC</b> 9011 GARVEY AVE STE A ROSEMEAD, CA 91770	<b>CONTACT NAME:</b> LUIS RUIZ		
	<b>PHONE (A/C, No, Ext):</b> 626-618-0475	<b>FAX (A/C, No):</b> 626-618-0497	
	<b>E-MAIL ADDRESS:</b> LUIS.RUIZ.VAAGZ7@STATEFARM.COM		
<b>INSURED</b>  D JOHN ROSER INC 31356 VIA COLINAS STE 111 WESTLAKE VLG CA 91362-6861	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company		25178
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COLL:1000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP:1000	Y Y	631 4666-F19-75 654 3448-B20-75	12/19/2020 08/20/2020	12/19/2021 08/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Los Angeles Unified School District- Owner Controlled Insurance Program  
The Certificate Holder and all contractually required entities ( see attached addendum) are granted Additional Insured Status on a Primary and Noncontributing basis on the general liability (ISO endorsement CG 20 37 07/04 and CG 20 10 07/04 or their equivalents), Automobile and Excess/umbrella liability policies. Wavier of Subrogation in favor of Certificate Holders applies to all policies. WORKERS COMPENSATION GENERAL LIABILITY AND EXCESS COVERAGES LISTED APPLY OFF-SITE FOR ALL OPERATIONS OF THE INSURED. ALL OTHER COVERAGES LISTED APPLY ON-SITE AND OFF-SITE.

## CERTIFICATE HOLDER

## CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

*Luis Ruiz*

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY 75-0116		NAMED INSURED D JOHN ROSER INC 31356 VIA COLINAS STE 111 WESTLAKE VLG CA 91362-6861	
POLICY NUMBER 631 4666-F19-75		EFFECTIVE DATE: 03/22/2021	
CARRIER State Farm Mutual Automobile Insurance Company	NAIC CODE 25178		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

As per written contract or agreement, the following and their officials, employees and agents and any wholly owned subsidiaries or parent organizations, along with all Enrolled Parties are included as additional insureds:  
Los Angeles Unified School District, the Board, its officials, employees and agents.





## SECTION II ADDITIONAL INSURED ENDORSEMENT

**Policy No.:** 631 4666-F19

**Named Insured:** D JOHN ROSER INC

---

**Additional Insured (include address):**

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

**WHO IS AN INSURED**, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a **suit** brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.



**Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

## Vargas, Cynthia

---

**From:** WrapX.NoReply <WrapX.NoReply@alliant.com>  
**Sent:** Tuesday, March 23, 2021 4:06 AM  
**To:** seedondig@aol.com  
**Cc:** seedondig@aol.com; Kathleen.Dalessandro@alliant.com; Aguilera, Aristeo; beverly.williams@lausd.net; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie; lourdes.jusay; Castrellon, Maria; Siu, Diane; Worshim-McCloud, Angela; Martinez, Rosario; Takeda, Rosanna; Mangali, Remil  
**Subject:** OCIP IV Projects / 2110019 / Welcome Letter Packet  
**Attachments:** Additional Insured wording for offsite certificates\_LAUSD4.pdf; Contractor Certificate\_D. John Roser Inc..pdf

**CAUTION: EXTERNAL EMAIL**



03/23/2021

Attn: Don Roser  
D. John Roser, Inc.  
31356 Via Colinas Unit # 111 West Lake Village, CA 91362  
**Work Location:** 2944 - Dolores Huerta Elementary School

Re: OCIP IV Projects  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 2110019  
WC Policy Number: WA5-66D-067129-038

Dear Don Roser,

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 2110019. 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 2944 - Dolores Huerta Elementary School 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 on-site 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.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed. WrapX website: (<https://AlliantWrapx.alliantinsurance.com/ContractorPortal>)

You may use the Internet to produce a job site health care provider directory with the most up-to-date information for member health care providers in the Medical Provider Network (MPN) that are closest to your job site!

Go to: <http://www.esis.com/awcmpn>

"If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 700-2168."

Remember: In emergency situations, workers may immediately seek treatment from the nearest facility or provider, regardless as to whether or not it is part of the network.

On behalf of Los Angeles Unified School District we wish you a safe and successful project!  
Please call us at (866) 394-7937 if you have any questions or concerns.

Sincerely,  
Kathleen Dalessandro  
Email : Kathleen.Dalessandro@alliant.com  
Tel : (213) 270-0156

Enclosures: Certificate of Insurance  
Additional Insured wording for offsite certificates

This email and its attachments are for the exclusive use of the intended recipients, and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This email may also contain information that is confidential, or otherwise protected from disclosure by contract or law. Any unauthorized use, disclosure, or distribution of this email and its attachments is prohibited. If you are not the intended recipient, let us know by reply email and then destroy all electronic and physical copies of this message and attachments. Nothing in this email or its attachments is intended to be legal, financial, or tax advice, and recipients are advised to consult with their appropriate advisors regarding any legal, financial, or tax implications.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2021

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

<b>PRODUCER</b>  <b>Alliant Insurance Services, Inc.</b> <b>333 S Hope St, Suite 3750</b> <b>Los Angeles, CA 90071</b> <b>Phone: (213) 443-2468, Fax: (866) 867-5811</b>		<b>CONTACT NAME: Kathleen Dalessandro</b>  <table border="1"> <tr> <td>PHONE (A/C, No, Ext):</td> <td>(213) 270-0156</td> <td>FAX (A/C, No):</td> <td></td> </tr> </table>		PHONE (A/C, No, Ext):	(213) 270-0156	FAX (A/C, No):									
PHONE (A/C, No, Ext):	(213) 270-0156	FAX (A/C, No):													
		<b>E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com</b>													
<b>INSURED</b>  <b>D. John Roser, Inc.</b> <b>31356 Via Colinas</b> <b>Unit # 111</b> <b>West Lake Village, CA, 91362</b> <b>Attn: Don Roser</b>		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B:</td> <td>Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C:</td> <td>LM Insurance Corporation</td> <td>33600</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Liberty Mutual Fire Insurance Company	23035	INSURER B:	Everest National Insurance Company	10120	INSURER C:	LM Insurance Corporation	33600
INSURER(S) AFFORDING COVERAGE		NAIC#													
INSURER A:	Liberty Mutual Fire Insurance Company	23035													
INSURER B:	Everest National Insurance Company	10120													
INSURER C:	LM Insurance Corporation	33600													

## COVERAGES

**CERTIFICATE NUMBER: 226616**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-661-067129-028	03/15/2021	05/01/2023	GL-EachOccurrence	\$2,000,000
							GL-DamageToRentedPremises	\$1,000,000
							GL-MedExp	\$10,000
							GL-Personal&AdvInjury	\$2,000,000
							GL-GeneralAggregate	\$4,000,000
							GL-ProductsComp/OPAggregate	\$4,000,000
							AUTOMOBILE LIABILITY	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY				03/15/2021	05/01/2023	AL-CombinedSingleLimit	
							AL-BodilyInjury(Per person)	
							AL-BodilyInjury(Per Accident)	
							AL-Property Damage(Per Accident)	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS - MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XC1EX00107181	03/15/2021	05/01/2023	EUL-Aggregate	\$10,000,000
							EUL-EachOccurrence	\$10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/>			WA5-66D-067129-038	03/15/2021	05/01/2021	<input checked="" type="checkbox"/> WC-StatutoryLimits	Other
							WC-E.L.EachAccident	\$1,000,000
							WC-E.L.DiseasePolicyLimit	\$1,000,000
							WC-E.L.Disease EachEmployee	\$1,000,000
	Pollution Liability						PL-AggregateLimit	
							PL-PerOccuranceLimit	

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 2110019 at the following schools: 2944 - Dolores Huerta Elementary School. The coverage is effective from the start date of the contract, 03/15/2021, through the completion of the work onsite, or completion of the project, whichever is first.

## CERTIFICATE HOLDER

**D. John Roser, Inc.**  
**31356 Via Colinas**  
**Unit # 111**  
**West Lake Village, CA, 91362**  
**Attn: Don Roser**

## CANCELLATION

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

*Craig S. Gruba*

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# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)  
03/23/2021

<b>PRODUCER</b> <b>Alliant Insurance Services, Inc.</b> <b>333 S Hope St, Suite 3750</b> <b>Los Angeles, CA 90071</b> <b>Phone: (213) 443-2468, Fax: (866) 867-5811</b>	<b>CERTIFICATE HOLDER</b> <b>D. John Roser, Inc.</b> <b>31356 Via Colinas</b> <b>Unit # 111</b> <b>West Lake Village, CA, 91362</b> <b>Attn: Don Roser</b>
<b>INSURED</b> <b>D. John Roser, Inc.</b> <b>31356 Via Colinas</b> <b>Unit # 111</b> <b>West Lake Village, CA, 91362</b> <b>Attn: Don Roser</b>	

(continued from previous page)

## **Excess & Umbrella #2**

Allied World Assurance Company (U.S.) Inc.

Policy Number: 3113202

Policy Duration: 3/15/2021 to 5/1/2023

\$15,000,000 Per Occurrence / \$15,000,000 Per Aggregate

## **Excess #3**

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 3/15/2021 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: 3/15/2021 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: 3/15/2021 to 5/1/2023

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

## ATTACHMENT A - LETTER OF ASSENT

**D. John Roser, Inc.**  
31356 Via Colinas Unit #111  
Westlake Village, CA 91362

**DATE: 03/22/2021**

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


Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

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

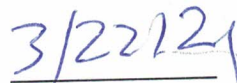
To Whom It May Concern:

This is to confirm **D. John Roser, 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**, such as 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. **10370656/2110019** for the **Dolores Huerta Elementary School (194337)** project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,



Name: Don Roser  
Title: Owner/President



Date



## ATTACHMENT A - LETTER OF ASSENT

**AZ Construction, Inc. dba Ace Fence Co.**

727 N. Glendora Avenue

La Puente, CA 91744

**DATE: 03/22/2021**

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

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

To Whom It May Concern:

This is to confirm **AZ Construction, Inc. dba Ace Fence Co.** 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**, such as 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. **10370656/2110019** for the **Dolores Huerta Elementary School (194337)** project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,



Name: Amy Tsui

Title: President

3/22/2021

Date



**Asbestos Instant Response, Inc., dba**  
**AIR DEMOLITION & ENVIRONMENTAL SOLUTIONS**

3517 W. Washington Boulevard, Los Angeles, California. 90018

T 323.733.0508 F 323.732.3414

License No. 795278 DIR #100-0006864

**LETTER OF ASSENT**

**3/22/2021**

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

Attn: Labor Compliance Dep.  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356


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

Dear Sir:

This is to confirm Asbestos Instant Response, 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, such as 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. 10370656/2110019 for the Dolores Huerta Elementary School (194337) project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

**Asbestos Instant Response, Inc.**

  
for  
**Roberto Urbina,**  
**Project Estimator**





1961 Blair Ave  
Santa Ana, CA 92705  
Phone (949) 757-1688  
Fax (949) 757-1689  
[www.excelsiorelevator.com](http://www.excelsiorelevator.com)  
License # 733576 Type C-11  
SBE/MBE/WBE/DBE/EDWOSB/SDB

Re: Los Angeles Unified School District Project Stabilization Agreement for

Dolores Huerta ES Synthetic Field Replacement & Drainage Remediation/10370656/194337

Dear Roser,

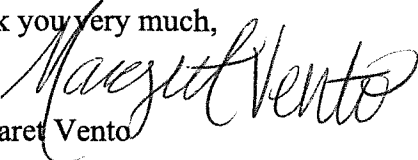
Consistent with our discussions as part of the negotiations for the above-referenced agreement, this is to confirm our understanding and agreement that the International Union of Elevators Constructors, Local 18, will execute the Project Stabilization Agreement (PSA). In considerations thereof, the negotiating parties to the agreement specifically agree that where there is a conflict, the terms and conditions of the project stabilization shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements, except as otherwise as specified in the agreement and accepted further that the work of the International Union of Elevator Constructors within the scope of this project stabilizations agreement shall be performed under the terms of its national agreement, with the exception that articles 7,8, and 10 of the PSA shall apply to such work: and finally, with the understanding that all employees working within the scope of the project stabilization agreement and within the craft jurisdiction of the International Union of Elevator Constructors shall be referred and/or employed in the manner consistent with Article 3 of the PSA.

All work within the scope of the PSA will be awarded consistent with the terms of the agreement, with the requirement that the successful contractor, and if any subcontractor appointed, agree to execute the Letter of Assent (Attachment A) and that the contractors of subcontractors awarded work within the scope of the International Union of Elevator Constructors will apply the project stabilization agreement consistent with this letter of understanding. For your convenience, a copy of the agreement as it is being circulated by the building trades council, is enclosed.

If you are in the agreement with the above understanding, we would appreciate your execution of providing a copy of this letter and returning it to the undersigned.

Thank you for your cooperation in this matter. The Los Angeles Unified School District looks forward to working with the International Union of Elevator Constructors, Local 18 under the project stabilization agreement.

Thank you very much,

  
Margaret Vento

**Excelsior Elevator Corp.**

1961 Blair Avenue  
Santa Ana, CA 92705

**DATE: 03/2/2021**

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

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

To Whom It May Concern:

This is to confirm **Excelsior Elevator Corp.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement -- New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, such as 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. **10370656/2110019** for the **Dolores Huerta Elementary School (194337)** project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

  
Name: Lina Rough  
Title: Owner

3/23/2021

Date



## ATTACHMENT A - LETTER OF ASSENT

**United Construction & Landscape Inc.**

9018 Balboa Blvd. #128

Northridge, CA 91325

**DATE: 03/22/2021**

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

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

To Whom It May Concern:

This is to confirm **United Construction & Landscape, 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**, such as 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. **10370656/2110019** for the **Dolores Huerta Elementary School (194337)** project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,



Name: INDIKA JAYARATNA

Title: PRESIDENT

3/22/2021  
Date

## ATTACHMENT A - LETTER OF ASSENT

**KYA Services, LLC**  
1800 E. McFadden Ave.  
Santa Ana, CA 92705

**DATE: 03/22/2021**

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

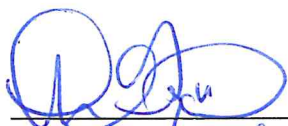
Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax (213) 241-8356

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

To Whom It May Concern:

This is to confirm **KYA Services, LLC** 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**, such as 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. **10370656/2110019** for the **Dolores Huerta Elementary School (194337)** project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,



Name: *Marcia Garcia*  
Title: *Labor Compliance  
Coordinator*

*3/22/21*

Date