

# Los Angeles Unified School District Procurement Services Division

AUSTIN BEUTNER  
Superintendent

MEGAN K. REILLY  
Deputy Superintendent



DAVID D. HART  
Chief Financial Officer

JANICE SAWYER  
Interim Business Manager

JUDITH REECE  
Chief Procurement Officer

October 21, 2020

EMAILED  
[info@cnpcd.net](mailto:info@cnpcd.net)

C & P CONSTRUCTION DEVELOPMENT, INC.  
3765 MOUNTAIN VIEW AVE.  
LOS ANGELES, CA 90066

## NOTICE OF AWARD **REVISED**

**Bid No.:** 2110004 / Colin Project No. 10367091  
**Project:** MILLIKAN MIDDLE SCHOOL (191853)  
**Project Description:** SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADE  
**Contract Amount:** \$4,349,000.00  
**Contract Duration:** 540 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on October 21, 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), ANTHONY GENNARO, at (818) 317-0416 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.vargas@lausd.net, c=US  
Date: 2020.10.21 15:31:03 -07'00'

Cynthia Vargas  
Contract Administration Analyst

c: ROBERT LESTER, RPMD  
ANTHONY GENNARO, (OAR)  
Inspection Section  
John McEvoy  
Elvis Tran  
Ronice White  
Alliant Insurance Services  
File (Bid No: 2110004)  
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  
MARIA SWANSON  
333 S. BEAUDRY  
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:

2110004, MILLIKAN MIDDLE SCHOOL, SITE PLUMBING UTILITIES  
REPLACEMENT AND ADA UPGRADES (191853)

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:

07/22/2020, 07/27/2020

Executed on: 07/27/2020  
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 4 6 6 3 8 1 \*

This space for filing stamp only

DJ#: 3382150

**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: August 11, 2020 (Tuesday @ 10:00 AM)**

**BID NUMBER: 2110004**

**SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES (PSA) at MILLIKAN MIDDLE SCHOOL (191853)**

Pre-bid Meeting: 8/3/2020 (Monday @ 10:00 AM). Prime contractor shall hold license in the following classification(s): **"B ONLY"** license required.

Contractor "Caused Compensable Delay (L.D.): \$1,500.00 per calendar day. The anticipated construction range for the Work of this Project is \$6,172,000.00 to

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 7/23/2020 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: 7/20/20

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division.

7/22, 7/27/20

DJ-3382150#

## BID AND ACCEPTANCE FORM

Bidder Name:

C&P Construction  
Development, Inc.

## 1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date. The bid shall be submitted by the bid due date. **Bids will be accepted at the following location for drop off only: Los Angeles Unified School District, Procurement Services, 8525 Rex Road, Pico Rivera, CA 90660.**
- 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 September 11, 2020

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: **MILLIKAN MIDDLE SCHOOL, SITE PLUMBING UTILITIES REPLACEMENT & ADA UPGRADES, (PSA) 10367091**

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:

(\$ 4,349,000.00  
(numeric figures)

## 1.06 BID ITEMS N/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. N/A
- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

ADDENDUM NO. 3  
SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES  
MILLIKAN MIDDLE SCHOOL

REVISED 4/10/2020  
BID AND ACCEPTANCE FORM  
00 4100-1

1.09 BASIS OF AWARD OF CONTRACT:

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

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

C. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Article 1 - Scope of Work**

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

**MILLIKAN MIDDLE SCHOOL - SITE PLUMBING UTILITIES  
REPLACEMENT AND ADA UPGRADES 2110004/10367091**

*[Contract Number/Project Number(s) – to be filled in by Facilities Contracts]*

**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 540 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

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

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

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;

2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

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

4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed



settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

#### Article 4 - Insurance

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

#### Article 5 - Bonding

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

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

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

BID DATE: September 11<sup>th</sup>, 2020

By C&P Construction Development, Inc. (SEAL)  
(Firm Name as it appears on Contractor's State License)

Joe Moeen  
(Authorized person to sign bid - print name)  
[Signature]  
(Signature of authorized person to sign bid)



Business Address: 3765 Mountain View Ave.

Los Angeles, CA 90066

Phone No. 310.398.5831

Fax No. 310.398.5832

Email Address info@cnpcd.net

## FOR FC USE ONLY

Contract Number  
2110004☒ 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 C & P Construction Development, Inc.,  
{Name as it appears on Contractor's State License - to be filled in by OWNER / Facilities Contracts }  
corporation, a \_\_\_\_\_,  
{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as Millikan Middle School and commonly referred to as Site Plumbing Utilities Replacement and ADA Upgrades

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 Four million three hundred forty-nine thousand dollars  
(To be filled in by OWNER / Office of Facilities Contracts)

(\$ 4,349,000.00), 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.

Executed on October 21, 20 20 at Los Angeles, California.  
(To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Facilities Contracts Administrator (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up to \$100K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: Judith Price

CHIEF PROCUREMENT OFFICER, DIRECTOR OF FACILITIES CONTRACTS, FACILITIES CONTRACTS ADMINISTRATOR, 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

ADDENDUM NO. 3  
SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES  
MILLIKAN MIDDLE SCHOOL

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

## BID SECURITY FORM

Bond Number N/AThe Ohio Casualty Insurance Company

Surety

C & P Construction Development 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: SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES

Date of Bid Opening: 8/11/2020

Project Number(s): 10367091 (191853)

Contract Number: 2110004

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 6th day of August 20 20

## ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

C & P Construction Development Inc.

BIDDER

By (signed) 

Signature of Authorized Person

Title General Manager

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

SS

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

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

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

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

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

WITNESS my hand and official seal.

(Notary Seal)

The Ohio Casualty Insurance Company

SURETY

By (signed) 

Shilo Lee Losino Signature of Attorney-in-Fact

Address 790 The City Dr S, Ste 200City, State Orange, CA 92868Telephone 800-763-9268

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

SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES  
MILLIKAN MIDDLE SCHOOL

REVISED 01/05/2012  
BID SECURITY FORM

00 4313-1





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8203031- 971967**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shilo L. Losino, Stephanie Shear

all of the city of Woodland Hills state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 27th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of August, 2020



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

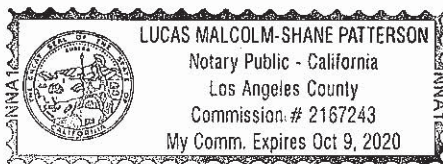
State of California )

County of LOS ANGELES )On 8/6/2020 before me, LUCAS MALCOLM- SHANE PATTERSON, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officerpersonally appeared SHILO LEE LOSINO  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: C&P Construction Development, 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)
Environmental	AIR, Inc.	795278	1000006864	Los Angeles, CA
Fire Alarm	JAM Corporation	791060	1000005134	Monrovia, CA
Site Work	Geronimo Concrete	770018	1000011079	Los Angeles, CA
Fire Protection	Cosco Fire Protection	577621	1000002305	San Juan Capistrano, CA
Partition	Penner Partition	924223	1000004040	Anaheim, 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

SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES  
 MILLIKAN MIDDLE SCHOOL

REVISED 12/12/2019  
 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

00 4336-1



## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: C&P Construction Development, Inc.

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed 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 \_\_\_\_\_  
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	\$ 0
Copies, publications, and other materials	\$ 0
Transportation and meals	\$ 0
Gifts, meals, and benefits for OWNER officials	\$ 0
Media and advertisements	\$ 0
Other expenses to support the selected activities	\$ 0
Grand Total	\$ 0

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

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

1.08 BIDDER CERTIFICATION

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

Executed on 9-11-2020, at Los Angeles, California.

By: [Signature], General Manager  
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

## I.01 GENERAL

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

State of California

County of Los Angeles ss.Joe Moen

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

(Name of person signing bid)

General Manager of C&P Construction Development, Inc. is the party making the  
 (Title of Signer) (Name of Licensee Bidding)

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

Bidder Name C&P Construction Development, Inc.  
 Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐Partnership ☐Corporation ☒Other ☐IRS Employers Identification Number: 20-1533502

Contractor's State License: 604931 A,B,C7,C10,C20,C33,C36  
 Number Classification(s)

Name of License Holder: Joe MoenExpiration Date: 1-31-2021Address 3765 Mountain View AvePhone (310) 398-5831City Los Angeles State CA Zip Code 90066Fax (310) 398-5832

"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 Joe Moen  
 Print Name



General Manager  
 Signature and Title

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

Dated this 11<sup>th</sup> day of September 20 20

(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

## Facilities Services Division

MICHELLE KING  
Superintendent of Schools

MARK HOVATTER  
Chief Facilities Executive

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



May 01, 2018

joe mocen  
C & P CONSTRUCTION DEVELOPMENT INC  
3765 MOUNTAIN VIEW AVE  
Los Angeles, CA 90066

### Re: Certification of Small Business Enterprise (SBE) Status

Dear Business Owners:

Thank you for submitting your application for Small Business Enterprise (SBE) certification to the Los Angeles Unified School District (LAUSD). Per our evaluation of the information you provided in your application and the North American Industry Classification System code you identified, your status as an SBE with LAUSD has been approved for the term specified below. LAUSD is pleased to issue this SBE certificate subject to the following conditions:

NAICS code(s) for which SBE status is recognized:

- 236220 Commercial and Institutional Building Construction
- 238220 Plumbing, Heating, and Air-Conditioning Contractors
- 238210 Electrical Contractors and Other Wiring Installation Contractors

SBE Certificate Effective Date: 05/01/2018

SBE Certificate Expiration Date: 05/01/2021

Work performed by your firm that falls within the above referenced NAICS code(s) will be counted as SBE participation for work performed on LAUSD contracts. To maintain a valid SBE Certificate after three years with LAUSD, you must renew your self-certification with LAUSD or register with the Small Business Administration before the SBE certification expiration date referenced above expires.

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

This SBE certification is recognized by the Metropolitan Water District of Southern California and its reciprocating agencies according to the same terms and conditions. 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.

Sincerely,

Kimberly Frelow  
Small Business Program Manager



DOCUMENT 00 6115

PAYMENT BOND  
(OFF-SITE IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, That we **C & P CONSTRUCTION DEVELOPMENT, INC.**,  
the CONTRACTOR in the contract hereto annexed, as principal, and The Ohio Casualty Insurance Company,  
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: **(\$4,349,000.00)**

**FOUR MILLION THREE HUNDRED FORTY-NINE 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 October 1st, 2020

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:

**SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES AT MILLIKAN MIDDLE SCHOOL (191853)**

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.

**C & P CONSTRUCTION DEVELOPMENT**

Raymon Moses Office Manager  
(Name & Title)  
5765 Mountain View Ave. LA, CA 90066  
(Address)  
310-398-5831  
(Telephone Number)

CONTRACTOR

ATTORNEY IN FACT

Shilo Lee Losino  
(Attorney in Fact's Name & Signature)  
20335 Ventura Blvd., Ste 426A, Woodland Hills, CA 91364  
(Attorney in Fact's Address)  
818-667-7656  
(Attorney in Fact's Telephone Number)

The Ohio Casualty Insurance Company  
(Surety Name)  
790 The City Dr S, Ste 200, Orange, CA 92868  
(Surety Address)  
800-763-9268  
(Surety Telephone Number)

SURETY

2110004

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





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8203031-971967**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shilo L. Losino, Stephanie Shear

all of the city of Woodland Hills state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 27th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2020.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

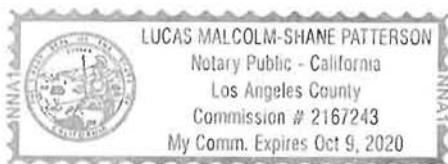
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 10/1/2020 before me, Lucas Malcolm-Shane Patterson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Shilo Lee Losino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

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

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



DOCUMENT 00 6116

PERFORMANCE BOND  
(OFF-SITE IMPROVEMENT)

KNOW ALL MEN BY THESE PRESENTS, That we **C & P CONSTRUCTION DEVELOPMENT, INC.,**

The contractor in the contract hereto annexed, as principal, and The Ohio Casualty Insurance Company,

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

California, hereinafter called the OWNER, in the sum of: **(\$4,349,000.00)**

**FOUR MILLION THREE HUNDRED FORTY-NINE 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 October 1st, 2020

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:

**SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES AT MILLIKAN MIDDLE SCHOOL (191853)**

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.

**C & P CONSTRUCTION DEVELOPMENT, INC.**

Paymon Moem RT Office Manager  
(Name & Title)  
3765 Mountain View Ave. LA CA 90066  
(Address)  
312 393 5831  
(Telephone Number)

**CONTRACTOR**

**ATTORNEY IN FACT**

Shilo Lee Losino  
(Attorney in Fact's Name & Signature)  
20335 Ventura Blvd., Ste 426A, Woodland Hills, CA 91364  
(Attorney in Fact's Address)  
818-667-7656  
(Attorney in Fact's Telephone Number)

**SURETY**

The Ohio Casualty Insurance Company  
(Surety Name)  
790 The City Dr S, Ste 200, Orange, CA 92868  
(Surety Address)  
800-763-9268  
(Surety Telephone Number)

2110004

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





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

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8203031-971967**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Shilo L. Losino, Stephanie Shear

all of the city of Woodland Hills state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 27th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October 2020



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

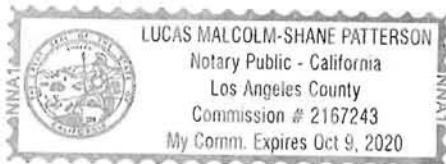
State of California )

County of Los Angeles )On 10/1/2020 before me, Lucas Malcolm-Shane Patterson, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Shilo Lee Losino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





## Company Profile

## COMPANY PROFILE

Company Search

## Company Information

Company Information

Old Company Names

## OHIO CASUALTY INSURANCE COMPANY (THE)

175 BERKELEY STREET  
BOSTON, MA 02116

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 Information

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

## Reference Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance &  
Comparison Data

Company Enforcement Action

Composite  
Complaints Studies

NAIC #:	24074
California Company ID #:	5133-4
Date Authorized in California:	11/17/2008
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

Additional Info

Find A Company  
Representative In  
Your Area

View Financial  
Disclaimer

## NAIC Group List

NAIC Group #: 0111 LIBERTY MUT 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](#).

AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
WORKERS' COMPENSATION

[back to top](#)

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

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

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	01/01/2020	01/01/2021	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY (Combined Single Limit (Bodily Injury and/or Property Damage))	SP004239012020	01/01/2020	01/01/2021	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	ACP3009575322	01/01/2020	01/01/2021	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	SP004239012020	01/01/2020	01/01/2021	\$5,000,000.00 each Occurrence
Name of school where Work is being performed <b>LAUSD Contract #2110004; Project #10367091; Millikan MS; Site Plumbing Utilities Replacement and ADA Upgrades</b>				

The Comprehensive General Liability policy includes coverage designated below:

- a. Contractual Assumed Liability, relating to Contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER)
- b. Contractors Protective (Contingency) Liability, when Subcontractors are engaged
- c. Products Liability or Completed Operations
- d. 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: **October 06, 2020**

Insurance Company **Marsh & McLennan Insurance Agency LLC**

**PO Box 85638**

Number and Street  
**San Diego, CA 92186**

City and State  
**Gloria Batie**

By: (signed)

Signature of Authorized Representative or Insurer  
**Gloria Batie**

Name (typed)

**Marsh & McLennan Insurance Agency LLC**

Organization

**PO Box 85638, San Diego, CA 92186**

Address

**1-858-587-7147**

Telephone

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

LAUSD Contract #2110004; Project #10367091; Millikan MS; Site  
Plumbing Utilities Replacement and ADA Upgrades

REVISED 10/06/2017  
CERTIFICATE OF INSURANCE  
FOR HAZARDOUS MATERIALS  
00 6217-1



## Vargas, Cynthia

---

**From:** WrapX.NoReply <WrapX.NoReply@alliant.com>  
**Sent:** Tuesday, September 29, 2020 2:28 AM  
**To:** Info@cnpd.net  
**Cc:** Info@cnpd.net; Kathleen.Dalessandro@alliant.com; Aguilera, Aristeo; beverly.williams@lausd.net; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie; lourdes.jusay@lausd.net; Castrellon, Maria; Peoples, Wayne; Siu, Diane; Worshim-McCloud, Angela; Martinez, Rosario; Takeda, Rosanna; Mangali, Remil  
**Subject:** OCIP IV Projects / 2110004 / Welcome Letter Packet  
**Attachments:** Additional Insured wording for offsite certificates\_LAUSD4.pdf; Contractor Certificate .pdf

**CAUTION: EXTERNAL EMAIL**



09/29/2020

Attn: Sam Jahromi  
C & P Construction Development, Inc.  
3765 S. Mountain View Avenue Los Angeles, CA 90066  
**Work Location:** 8238 - Millikan Middle School

Re: OCIP IV Projects  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 2110004  
WC Policy Number: WA5-66D-067129-058

Dear Sam Jahromi,

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 2110004. 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 8238 - Millikan Middle 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)  
09/29/2020

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>  Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811		<b>CONTACT NAME:</b> Kathleen Dalessandro	
		<b>PHONE</b> (A/C, No, Ext): (213) 270-0156	<b>FAX</b> (A/C, No):
		<b>E-MAIL ADDRESS:</b> Kathleen.Dalessandro@alliant.com	
<b>INSURED</b>  C & P Construction Development, Inc. 3765 S. Mountain View Avenue Los Angeles, CA, 90066 Attn: Sam Jahromi		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	<b>NAIC#</b> 23035
		<b>INSURER B:</b> Everest National Insurance Company	10120
		<b>INSURER C:</b> LM Insurance Corporation	33600

**COVERAGES****CERTIFICATE NUMBER: 198129****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	09/25/2020	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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						AL-CombinedSingleLimit	
							AL-BodilyInjury(Per person)	
							AL-BodilyInjury(PerAccident)	
							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 DED RETENTION \$			XC1EX00107181	09/25/2020	05/01/2023	EUL-Aggregate	\$10,000,000
							EUL-EachOccurrence	\$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Pollution Liability			WA5-66D-067129-058	09/25/2020	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
							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 2110004 at the following schools: 8238 - Millikan Middle School. The coverage is effective from the start date of the contract, 09/25/2020, through the completion of the work onsite, or completion of the project, whichever is first.

**CERTIFICATE HOLDER**

C & P Construction Development, Inc.  
3765 S. Mountain View Avenue  
Los Angeles, CA, 90066  
Attn: Sam Jahromi

**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



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# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)  
09/29/2020

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	<b>CERTIFICATE HOLDER</b> C & P Construction Development, Inc. 3765 S. Mountain View Avenue Los Angeles, CA, 90066 Attn: Sam Jahromi
<b>INSURED</b> C & P Construction Development, Inc. 3765 S. Mountain View Avenue Los Angeles, CA, 90066 Attn: Sam Jahromi	

(continued from previous page)

## Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 9/25/2020 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: 9/25/2020 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: 9/25/2020 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: 9/25/2020 to 5/1/2023

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/9/2020

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

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

<b>PRODUCER</b> AGENCY ONE INSURANCE SERVICES, INC. 44030 10th St West.		<b>CONTACT NAME:</b> Shane Tavakoli <b>PHONE (A/C, No, Ext):</b> 661-723-0404 <b>FAX (A/C, No):</b> 661-723-0034 <b>E-MAIL ADDRESS:</b> info@agencyoneins.com	
<b>LANCASTER</b> CA 93534		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> C&P CONSTRUCTION DEVELOPMENT, INC. C&P CONSTRUCTION DEVELOPMENT, INC. 3765 MOUNTAIN VIEW AVE. LOS ANGELES, CA 90066		<b>INSURER A:</b> ALLIED WORLD SURPLUS LINES INSURANCE CO	
		<b>INSURER B:</b> UNITED FINANCIAL CASUALTY INSURANCE CO	
		<b>INSURER C:</b> STATE COMPENSATION INSURANCE FUND	
		<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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5057-0499-02	02/08/2020	02/08/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01993366-8	02/18/2020	02/18/2021	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 \$						
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 Y N/A		9236503-2020	08/09/2020	08/09/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

10 Days notice of cancellation for non-payment of premium and 30 days written notice to certificate holder. Los Angeles Unified School District is additional insured to Genertal Liability policy part "A" per form Blanket. Locations: Various

## CERTIFICATE HOLDER

## CANCELLATION

LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROCUREMENT SERVICES DIVISION  
333 SOUTH BEAUDRY AVE 28TH FLOOR 3  
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

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## LETTER OF ASSENT

**C&P Construction Development, Inc**  
**3765 Mountain View Ave**  
**Los Angeles, CA 90066**

**DATE: 10/1/2020**


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

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

Dear Sir:

This is to confirm that **C&P Construction Development, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement -- New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this agreement shall extend all work covered by the agreement undertaken by this company on the Project pursuant to LAUSD contract No. **2110004** for the **Millikan Middle School (10367091)** project. 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,



Paymon Moeen  
Office Manager  
**C&P Construction development, Inc.**



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

**October 5, 2020**

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**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract # 2110004 /MILLIKAN MS / Project #10367091/Site Plumbing Utilities Replacement and ADA Upgrades** 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.**

**Roberto Urbina, Project Estimator**



PROTECTING YOUR FUTURE

October 2, 2020

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

Attn: 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

Dear Sir:

This is to confirm **JAM Fire Protection, Inc. dba JAM Corporation** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective **October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract Number Contract #2110004** and **Millikan MS Site Plumbing Utilities Replacement and ADA Upgrades**, 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,

A handwritten signature in blue ink, appearing to read "John Mongillo", is written over a horizontal line.

John Mongillo  
President  
JAM Corporation





**October 2nd, 2020**

Project Labor Coordinator  
Labor Compliance Program  
333 South Beaudry Ave. 21<sup>st</sup> 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

Dear Sir:

This is to confirm **Geronimo Concrete, Inc** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bounds by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No. **2110004** for the **Millikan MS/ Colin Project No. 10367091 / Site Plumbing utilities Replacement and ADA upgrades** project and this Company shall require all 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,  
**Geronimo Concrete, Inc.**

**By: Salma – Contract Administration**



# **COSCO** Fire Protection

## **ATTACHMENT A – LETTER OF ASSENT**

**October 7, 2020**

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

Attn: 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

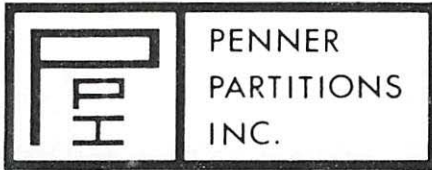
Dear Sir:

This is to confirm **Cosco Fire Protection, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract #2110004, MILLIKAN MIDDLE SCHOOL – SITE PLUMBING UTILITIES REPLACEMENT AND ADA UPGRADES**, 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,

**Cosco Fire Protection, Inc.**

  
\_\_\_\_\_  
**Matt Holzinger – RSI Manager**



# PENNER PARTITIONS, INC.

3501 E. La Palma Ave • Anaheim, CA 92806  
Phone (714) 666-0822 • Fax (714) 666-8406

## ATTACHMENT A – LETTER OF ASSENT

October 2, 2020

Project Labor Coordinator  
Labor Compliance Program  
333 South Beaudry Avenue, 21<sup>st</sup> Floor  
Los Angeles, California 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

Subject: LAUSD Contract # 2110004 – Millikan Charter Middle School

To whom it may concern:

This is to confirm that Penner Partitions, Inc. agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this agreement shall extend all work covered by the agreement undertaken by this company on the project pursuant to LAUSD Contract # 2110004 – Millikan Charter Middle School 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,

Penner Partitions, Inc.

By: 

Debbi L. Pollard  
Controller