

Los Angeles Unified School District Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

JUDITH REECE
Chief Procurement Officer

May 16, 2023

SENT VIA EMAIL: bids@letner.com

DANNY LETNER, INC. dba LETNER ROOFING COMPANY
ATTN: Stuart Hein, Secretary Treasurer
1490 North Glassell Street
Orange, CA 92867

NOTICE OF AWARD

Bid /Contract No.: 2310031 (COLIN ID# 10370927)
Project Name: SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY
(SCOPE ID# 212394)
Description: ROOFING (PSA)
Contract Amount: \$4,155,288.00
Contract Duration: 270 CALENDAR DAYS

This is your notice that you have been awarded the contract for the above-referenced project on **MAY 15, 2023** 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), MARK FAIRHURST, at (213) 923-9663, 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 our office at (213) 241-3158.

Sincerely,

Remil S. Mangali

Remil S. Mangali
Contract Administration Analyst

c: Clark Sullivan, Program Manager
Mark Fairhurst, OAR
Inspection Section
John McEvoy
Alliant Insurance Services
Existing Facilities P/S

(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

REMIL MANGALI
MARIA SWANSON
PO#1690001.04-4400003962 333 SO. BEAUDRY AV
LOS ANGELES, CA - 90017

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: **BID - NOTICE INVITING BIDS**

Ad Description:
2310031 SUN VALLEY MAGNET ROOFING (PSA)

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

02/24/2023, 02/28/2023

Executed on: 02/28/2023
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 6 2 4 3 5 5 7 *

This space for filling stamp only

DJ #: 3673550

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: MARCH 17, 2023 (FRIDAY @ 1:00 PM) BID NUMBER: 2310031 ROOFING (PSA) at SUN VALLEY MAGNET: ENGINEERING ARTS & TECHNOLOGY (COLIN ID# 10370927 / SCOPE ID# 212394) . MANDATORY Pre-Bid Meeting: 03/06/2023 (MONDAY @ 10:00 AM) . Prime contractor shall hold license in the following classification(s): "B or C-39" license required. Contractor Caused Compensable Delay (L.D.): \$750.00 per calendar day. The anticipated construction bond estimate for the Work of this Project is \$1,708,000.00. Bidder should note that OWNER's prequalification program has been expanded pursuant to Public Contract Code 20111.6 to include mechanical, electrical and plumbing subcontractors, holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses. Bidders who will be utilizing a first-tier subcontractor to perform such specialty work must select a subcontractor from the OWNER's List of Prequalified Subcontractors. Effective March 1, 2015, a contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal unless currently registered with the California Department of Industrial Relations (DIR). For any contract awarded on or after April 1, 2015, a contractor or subcontractor shall not engage in the performance of any contract unless currently registered with the DIR. For Bids with a Mandatory Pre-Bid Meeting, Bidders who have not signed in on the attendance sheet will be nonresponsive. The Los Angeles Unified School District has a Labor Compliance Program as approved by the Director of the Department of Industrial Relations and the Board of Education in compliance with Section 1771.5 of the California Labor Code. Copies of the prevailing rate of per diem wages are on file at the following District office and shall be made available to any interested party on request: Facilities Support Services/Labor Compliance Program 333 S. Beaudry Avenue, 19 th 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.crisping.com in the "Public Planroom" and will be available Monday through Friday on 02/24/23 at Crisp Imaging - 1829 Main St., Los Angeles, CA 90015 from 7:00 a.m. through 6:00 p.m. A fee will be charged for plans and specifications. On February 25, 2003, the Board of Education adopted a twenty-five (25%) participation goal for Small Business Enterprise (SBE), per contract, based on the basis of award amount of

funds allocated to the school construction and modernization program. This goal will be included in each construction contract. The Los Angeles Unified School District has implemented an electronic bid submittal process. Bidders are now required to utilize the District's online Supplier Portal to submit a bid package electronically. Bid shall be submitted by the bid due date to https://vendors.lausd.net/irj/portal for the transaction number associated with the solicitation. Attention of bidders is called to the provisions concerning bid guarantee in the Bid Form and contract bonds requirements in the General Conditions of the specifications. The Board reserves the right to reject any or all bids, and to waive any informality in any bid. DATED: 2/21/23 BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division. 2/24, 2/28/23

DJ-3673550#

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

Bidder Name: Danny Letner, Inc. dba
Letner Roofing Company

1.01 BID SUBMISSION INSTRUCTIONS

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

1.02 BID DUE DATE: BEFORE 1:00 P.M. ON FRIDAY, MARCH 24, 2023

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: SUN VALLEY MAGNET - ROOFING (PSA) 10370927 / 212394.

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 Number
1

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:

(\$ 4,155,288.00)
(numeric figures)

1.06 BID ITEMS: N/A

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. N/A

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

1.09 BASIS OF AWARD OF CONTRACT:

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

***SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY
ROOFING (PSA)
2310031 / 10370927 / 212394***

[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 **270** 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.

SUN VALLEY MAGNET - ROOFING
SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY
ADDENDUM NO. 1

REVISED 02/07/2023
BID AND ACCEPTANCE FORM
00 4100-2

Article 6 - Provisions Required by Law Deemed Inserted

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

Article 7 - Vendor COVID-19 Vaccination Requirement

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

Article 8 - Lead Renovation, Repair & Paint (RRP) Rule Requirements

- A. Bidder Requirement
 - 1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
 - 2. Bidder must have a valid USEPA Lead-Safe Renovator Firm Certificate.
 - 3. Firms cannot advertise or perform renovation activities covered by RRP Rule without firm certification.
 - 4. Firms that are paid to perform work that disturb paint must be certified. This includes all firms, even sole proprietorships. Firms covered under this requirement are General Contractors, sub-contractors, and Special trade contractors, including but not limited to painters, plumbers, carpenters, electricians, window installers and replacers, remodeling, and repair/maintenance firms.
- B. General Requirement
 - 1. The below requirement applies to all District projects at all District sites regardless of the construction date of the building and/or building occupant's age.
 - 2. Contractor (Firm) performing lead-related construction work must possess a current US EPA Lead-Safe Renovator Firm training completion certificate and provide a copy of the USEPA Lead-Safe Renovator Firm Certificate. *The certificate must be submitted prior to starting work.*
 - 3. Each laborer/journeyperson level worker performing lead-related construction work must possess a current USEPA Lead Renovation, Repair and Paint ("RRP") Rule training completion certificate and *provide a copy of the USEPA Lead Renovation, Repair and Paint ("RRP") Rule Certificate. The certificate must be submitted prior to starting work.*

Article 9 - Internal Revenue Code Section 179D

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

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

1. LAUSD has retained an Energy Policy Act ("EPA") Coordinator to act on its behalf in connection with the allocation of the Section 179D tax deduction. No other companies or individuals are authorized to represent LAUSD in relation to this allocation; only the District's EPA Coordinator is authorized.

2. LAUSD intends to allocate a portion of the tax deduction to CONTRACTOR, following third-party certification of the required energy savings under Section 179D. In exchange, CONTRACTOR shall provide cash compensation (sometimes referred to as a "rebate") to LAUSD in an amount calculated to yield equal net values for both parties, where net value is defined as the value of the benefit remaining after relevant adjustments are made. (See paragraph 5 below.) The form of the rebate will be a check payable to Los Angeles Unified School District issued within 45 days of CONTRACTOR's receipt of the tax refund or other realization of the tax savings generated by CONTRACTOR's claim of the Section 179D deduction on CONTRACTOR's federal tax return for the year the energy efficiency improvements were placed in service.

3. CONTRACTOR will arrange, at its own expense, for certification by a qualified third party that the installed energy-efficiency property meets the requirements established by Section 179D, and will submit that certification to LAUSD's Facilities Legislation, Grants and Funding office (FLGF) within 15 days of obtaining it.

4. FLGF will submit the certification to the LAUSD Chief Facilities Executive (CFE) along with a completed allocation statement (template attached), which the CFE will sign and submit to CONTRACTOR within 15 days of FLGF's receipt of the certification.

5. CONTRACTOR will submit to the U.S. Internal Revenue Service a tax return (or amended tax return) that includes the Section 179D deduction. Within 15 days of receiving the tax refund or other benefit of the tax deduction, CONTRACTOR will provide all information necessary for EPAct Coordinator to calculate the gross and net values of the tax benefit, where the gross value to LAUSD will be the amount of the check to be issued by CONTRACTOR to LAUSD (i.e. the rebate); the net value, which will be equal for both parties, will be the value of the benefit remaining after all relevant adjustments for each party have been made. CONTRACTOR's information needed for the calculation just mentioned will consist of invoices for legal, accounting, and certification services; an adjustment will also be made for the value of the tax deductibility of CONTRACTOR's rebate to LAUSD. LAUSD's relevant adjustment will consist of its fee and expenses for the EPAct Coordinator. (See attached Sample 179D Assumptions and Calculations.)

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

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

BID DATE: March 24, 20 23

By Danny Letner, Inc. dba Letner Roofing Company (SEAL)
(Firm Name as it appears on Contractor's State License)

Stuart Hein, Secretary Treasurer
(Authorized person to sign bid - print name)

(Signature of authorized person to sign bid)

Business Address: 1490 N Glassell ST.

Orange, CA 92867

Phone No. 714-633-0030

Fax No. 714-633-0280

Email Address bids@letner.com

FOR FC USE ONLY

Contract Number
2310031with 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 DANNY LETNER INC DBA LETNER ROOFING COMPANY

{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }
_____, a **CORPORATION**
{sole ownership, partnership, corporation, joint venture, or other }

This Contract is for the purpose of constructing that Project identified as **SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY** and commonly referred to as **SUN VALLEY MAGNET – ROOFING (PSA)**.

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

Article 9 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of Four million one hundred fifty-five thousand two hundred eighty-eight dollars

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

(\$4,155,288.00), 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 5/15/2023, 20____ at Los Angeles, California.

(To be filled in by Chief Procurement Officer, Deputy Chief Procurement Officer (Facilities) (up to \$15M), Director of Facilities Contracts (up to \$5M), Sr. Contract Administration Manager (up to \$1.5M), Contract Administration Manager (up to \$500K), or Assistant Contract Administration Manager (up to \$250K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

DocuSigned by:

By: Jorge Ballardo

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

DS

BLUE INK SIGNATURE REQUESTED

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

DS

END OF DOCUMENT

DS

SUN VALLEY MAGNET - ROOFING
SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY
ADDENDUM NO. 1

REVISED 02/07/2023
BID AND ACCEPTANCE FORM
00 4100-5

BID SECURITY FORM

Bond Number N / AWestern Surety Company

Surety

Danny Letner, Inc. dba Letner Roofing Company

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: **SUN VALLEY MAGNET – ROOFING (PSA)**Date of Bid Opening: **March 24, 2023**Project Number(s): **10370927 / 212394**Contract Number: **212394**

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 21st day of March 2023

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Danny Letner, Inc. dba Letner Roofing Company

State of _____

BIDDER

SS

County of _____

By (signed) _____

On _____, before me,

Signature of Authorized Person

Title STUART HEIN, SECRETARY TREASURER

_____, a Notary Public

Western Surety Company

SURETY

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)

By (signed) _____

Martha J. Chase Signature of Attorney-In-Fact

Address 1000 Wilshire Blvd., Suite 1800City, State Los Angeles, CA 90017Telephone (323) 988-4546

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

SUN VALLEY MAGNET-ROOFING
SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY

REVISED 01/05/2012
BID SECURITY FORM
00 4313-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

)

)ss.

COUNTY OF LOS ANGELES

)

On March 21, 2023 before me, Jessica Rosales, Notary Public, personally appeared Martha J. Chase, 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.

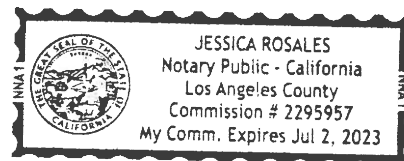
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jessica Rosales, Notary Public

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Martha J. Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of

March, 2023

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

Danny Letner, Inc. dba

1.01 GENERAL

Bidder Name: Letner Roofing Company

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

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor's State License)	<u>LICENSE NO.</u>	<u>DIR REGISTRATION NO.</u>	<u>LOCATION OF BUSINESS (CITY, STATE)</u>
Roof Demo, Lead & ACM	American Services Group of CA, Inc.	769061	1000005254	300 S. Walnut Ave., Suite #403, San Dimas CA 91773
Electric	Sunbelt Electrice, Inc.	936334	1000000552	888 East Walnut St. Pasadena CA 91101

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

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: Danny Letner, Inc. dba
Letner Roofing Company

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

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

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

1.02 ETHICS POLICY

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

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

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

N/A

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

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

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

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

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

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

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

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

OR

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

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

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

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

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

INSTRUCTIONS

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

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

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

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

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

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

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

1.05 PREQUALIFICATION

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

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

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

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

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

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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

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

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

1.08 BIDDER CERTIFICATION

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

Executed on 03/24/2023, at Orange, California.

By: Stuart Hein, Secretary Treasurer
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

1.01 GENERAL

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

State of California

County of Orange ss.Stuart Hein

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

(Name of person signing bid)

Secretary Treasurer of Danny Letner, Inc. dba Letner Roofing Company 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 Danny Letner, Inc. dba Letner Roofing Company

Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 33-0603152Sole Ownership ☐Contractor's State License: 689961B, C39, C43Partnership ☐

Number

Classification(s)

Corporation ☒Name of License Holder: Danny Letner, Inc. dba Letner Roofing CompanyOther ☐Expiration Date: 06/30/2024Address 1490 N Glassell ST.Phone (714) 633-0030City Orange State CA Zip Code 92867Fax (714) 633-0280

"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 Stuart Hein

Print Name

Signature and Title

Secretary Treasurer

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

Dated this 24 day of March 20 23

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

END OF DOCUMENT

Executed in Two (2) Originals

Bond No. 30186606
Premium: \$27,580.00

DOCUMENT 00 6114
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and **DANNY LETNER INC DBA LETNER ROOFING COMPANY**

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

denominated as number **2310031**,

described as **ROOFING (PSA) at SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY (212394)**

and is in the Contract Amount of **\$4,155,288.00**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Western Surety Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **FOUR MILLION ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTY-EIGHT Dollars (\$4,155,288.00)**, as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

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

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

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

ROOFING
SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY

REVISED 01/05/2012
FAITHFUL PERFORMANCE BOND

00 6114-1

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

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

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

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

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

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

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

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

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

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

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

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

Signed and sealed this 14th day of April 20 23

CONTRACTOR/PRINCIPAL
**DANNY LETNER INC DBA LETNER ROOFING
COMPANY**

By Stuart Hein Title Secretary Treasurer

Surety Name Western Surety Company
Address of Surety 1000 Wilshire Blvd.,
Suite 1800, Los Angeles, CA 90017
Telephone Number (213) 452-5961
Bond Number 30186606

By Martha J. Chase
Attorney-in-Fact: Martha J. Chase
Address 6455 Wilshire Blvd., Suite 2106
Los Angeles, CA 90036
Telephone Number (323) 988-4546

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date _____
By _____

Deputy

#2310031/CV

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT


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

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

On April 14, 2023 before me, Jessica Rosales, Notary Public, personally appeared Martha J. Chase, 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.

 (Seal)

Jessica Rosales, Notary Public



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 4/17/2023 before me, R. Zazueta Reynoso, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

R. Zazueta Reynoso
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond#30186606

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
Corporate Secretary
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Martha J. Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of April, 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Executed in Two (2) Originals

Bond No. 30186606
Premium: Included in
Performance Bond

DOCUMENT 00 6113
PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
hereinafter called the OWNER, and DANNY LETNER INC DBA LETNER ROOFING COMPANY
hereinafter called the CONTRACTOR, have entered into a Contract

for: **ROOFING (PSA) AT SUN VALLEY MAGNET: ENGINEERING, ARTS & TECHNOLOGY (212394)**

Contract Amount: **FOUR MILLION ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$4,155,288.00)**

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

PAYMENT BOND

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

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

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

Signed and sealed this 14th day of April 20 23

By Stuart Hein Title Secretary Treasurer
CONTRACTOR/PRINCIPAL
DANNY LETNER INC DBA LETNER ROOFING
COMPANY

Surety Name Western Surety Company
Address of Surety 1000 Wilshire Blvd.,
Suite 1800, Los Angeles, CA 90017
Telephone Number (213) 452-5961
Bond Number 30186606

By Martha J. Chase
Attorney-in-Fact: Martha J. Chase
Address 5455 Wilshire Blvd., Suite 2406
Los Angeles, CA 90036
Telephone Number (323) 988-4546

The OWNER will obtain the following certification:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

)

)ss.

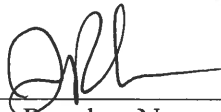
COUNTY OF LOS ANGELES

)

On April 14, 2023 before me, Jessica Rosales, Notary Public, personally appeared Martha J. Chase, 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.



Jessica Rosales, Notary Public

(Seal)



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On 4/17/2023 before me, R. Zazueta Reynoso, Notary Public,
(Here insert name and title of the officer)

personally appeared Stuart Hein,
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.

R. Zazueta Reynoso
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond#30186606

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
Corporate Secretary
(Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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Martha J. Chase, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

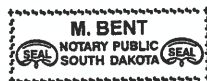
State of South Dakota
County of Minnehaha

} ss

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My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

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WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

~ CONTR. ACT INFORMATION SHEET ~

LETNER JOB #**8843**

SALESMAN: JOSE ROMERO

ARCHITECT'S NAME: N/A

MARK UP 27%

MONTH OF SALES: APR. 2023

Address:

CONTRACT# 2810081

CONTRACT: \$4,155,288.00

City, St., Zip

TAX: 9.50%

CLIENT CODE: SCHLOS

Phone Number:

COUNTY LOS ANGELES**PSA AGREEMENT**

CREATED BY RAUL Z.

CONTRACTOR: LOS ANGELES UNIFIED SCHOOL DISTRICT
ADDRESS: 333 S. BEAUDRY AVE. 28TH FL.
LOS ANGELES, CA 90017

PHONE#: 213/745-1400
DIRECT#: 213/745-1649
CONTACT: KEVIN SANTOS

CONST. MNGR.: N/A
ADDRESS:

PHONE#: N/A
FAX#: N/A
CONTACT: N/A

BILLING ADDRESS: LOS ANGELES UNIFIED SCHOOL DISTRICT
c/o:
333 S. BEAUDRY AVE. 28TH FL.
LOS ANGELES, CA 90017

PHONE#: 323/789-7041
FAX#: 323/789-7096
CONTACT: ACCOUNTS PAYABLE
EMAIL: accounts-payable@lausd.net
CC: invoices@lausd.net

JOB NAME: SUN VALLEY MAGNET - ROOFING
JOB ADDRESS: 7330 BAKMAN AVENUE
LOS ANGELES, CA 91352

JOBSITE PHONE#: 213/745-1400
JOBSITE FAX#: 213/745-1649
JOBSITE CONTACT:
EMAIL:

SCOPE TYPE:

ROOFING 90% & SHEET METAL 10%

RE-ROOF

CONTRACT DATE: 3/22/2023**CCIP/OCIP**

ALLIANT WRAP ADMIN

YES

KATHLEEN DALESSANDRO

2310031

213/270-0156

COI REQUESTED: 4/14/2023 SENT: wayne.peoples@lausd.netCERTIFIED PAYROLL TO: julita.villaro@lausd.net

ATTENTION LOS ANGELES UNIFIED SCHOOL DISTRICT
JULITA VILLARO 333 S. BEAUDRY AVE. 28TH FL.
ACCOUNTS PAYABLE LOS ANGELES, CA 90017

NOTIFIED:

Raul

Jessica

Rene

OCIP

C/P & OCIP

JOB CLOSING DATE:**BOND INFORMATION**

LIQUIDATED DAMAGES:

\$750.00

BOND AMOUNT:

INCLUDED IN CONTRACT:

YES

ADD TO CONTRACT

NOTIFIED MARTHA DONE

BOND NUMBER:

ESTIM. START: 5/15/2023**ESTIM. COMPL.** 1/8/2024**LETNER WARRANTY** 5 YEARS**MANUF. WARRANTY:** SARNAFIL: 10 YEARS NDL**MANUF. WARRANTY:****LETNER WARRANTY****MANUF. WARRANTY:****MANUF. WARRANTY:****LETNER WARRANTY****MANUF. WARRANTY:****MANUF. WARRANTY:****SUBCONTRACTOR INFORMATION:** NONE**BILLING INFORMATION**

RELEASES PROVIDED

PROVIDED BY OWNER

BILLING DATE: 25TH

RELEASE NOTARZIED

NO

CONTRACTOR PAYS:

45 DAYS

OWNER'S NAME:

LOS ANGELES UNIFIED SCHOOL DISTRICT

BILLING INSTRUCTION:

c/o:

SEND BILLING TO:

ADDRESS: 333 S. BEAUDRY AVE. 28TH FL.

CITY, STATE LOS ANGELES, CA 90017

INITIAL	CONTRACT AMT.	CONTRACT BALAN.	CO DATE ENTERED	CHANGE ORDER DESCRIPTION	DATE	INVOICE#	DLR. AMOUNT	BILL TO DATE
AMOUNT	\$4,155,288.00							
C.O.#1								
C.O.#2								
C.O.#3								
C.O.#4								
C.O.#5								
C.O.#6								
C.O.#7								
C.O.#8								
C.O.#9								
C.O.#10								
C.O.#11								
C.O.#12								
C.O.#13								
C.O.#14								
C.O.#15								
C.O.#16								
C.O.#17								
C.O.#18								
C.O.#19								
C.O.#20								
C.O.#21								
C.O.#22								
C.O.#23								
C.O.#24								
C.O.#25								
C.O.#26								
C.O.#27								

- Home
- Contract
- Enrollment
- Company Information
- Contract Information
- Address
- Contact
- Estimated Payroll
- Insurance Information
- WC Non-CIP Policy
- Subcontract Listing
- Documents
- Review
- ICW
- Non-CIP COI
- Payroll
- Documents
- Close Out
- Reports
- Enrollment Status
- Contractor Closeout Compliance
- Insurance Cost Worksheet
- Missing Data Report
- Payroll Status
- Payroll Summary Report
- Help & Support
- Take a Tour
- Help Instructions
- Message Center 2
- Accounts
- Profile
- Change Password
- Logout

Any plans to Subcontract work on this contract?: Yes

I affirm that, pursuant to California Code of Regulations Section 2259(a)(5) of Title 10, alternate coverage is secured for the liability for compensation that is excluded by the (Designated Locations(s) Coverage WC 04 03 40 or its equivalent) or that I am lawfully uninsured/self-insured for Workers' Compensation.: Yes

Are you utilizing a PEO or Temporary Leasing Company?: No

Are you removing or performing new installation of EFIS?: No

Address

Address Type	Street Address 1	Street Address 2	City	State	Zip
Office Address	1490 N. Glassell Street		Orange	CA	92867

Contact

Contact Type	Contact Name	Email	Mobile	Phone
Administrator	Raul Zazueta	rzazueta@letner.com		(714) 633-0030 Ext.1103
Payroll Contact	Jessica Duarte	jduarte@letner.com		(714) 633-0030 Ext.1109
Claim	Oscar Quezada	oquezada@letner.com		(714) 633-0030 Ext.

Estimated Payroll

Class Code	Man Hours	Estimated Payroll (\$)
5474 - Painting, decorating or paper hanging-NOC-Waterproofing-other than roofing-Low Wage	60.00	\$1,707.60
5482 - Painting, Decorating or Paper Hanging - High Wages	140.00	\$5,145.00
5538 - Sheet Metal Work - Low Wage	233.00	\$6,641.78
5542 - Sheet Metal Work - High Wage	543.00	\$22,673.17
5552 - Roofing - Low Wage	2390.00	\$68,819.62
5553 - Roofing - High Wage	5578.00	\$220,426.75

Insurance Information

Risk ID: 47-74-93

Rating Bureau: WCIRB

**Contractor Enrollment Report
LAUSD Master Program
Owner Controlled Insurance Program**



Contractor Information

Contractor Letner Roofing Company (Danny Letner, Inc)
Business Type Corporation
Federal ID 33-0603152
Address 1490 N. Glassell Street, Orange, CA, 92867
Phone
Fax

Contract Information

Contract # 2310031
Project OCIP IV Projects (OCIPIV)
Project Site
Enrollment Status Incomplete
Work Description Roofing (PSA)
Work Location 8396 - Sun Valley Middle School
Contract Type Enrolled

Non-CIP Information

Carrier Liberty Mutual Fire Ins Co
Policy # WC2291471939012
Eff. Date 07/01/2022
Exp. Date 07/01/2023
Rating Bureau WCIRB
Rating ID 47-74-93
Rating Date 07/01/2023
EMR 0.78

Payroll Contact Information

Payroll Contact Jessica Duarte
Payroll Phone (714) 633-0030 Ext. 1109
Payroll Email jduarte@letner.com

Start Date 04/13/2023
End Date 05/01/2023
Parent Contractor
Contract Value \$4,155,288.00
Are you subcontracting? Yes
Self Performed Value \$2,993,437.00
Enrollment Signature Raul Zazueta
Signature Date
Enrollment Completion Date

Policy Information

WC Policy No
Eff. Date
Exp. Date

Contract Contact Information

Primary Contact Name Raul Zazueta
Primary Contact Phone # (714) 633-0030 Ext. 1103
Primary Contact Email rzazueta@letner.com

Payroll Information

State	Class Code	Est. Man Hours	Est. Payroll
CALIFORNIA	5474 (Painting, decorating or paper hanging-NOC-Waterproofing-other than roofing-Low Wage)	60.00	\$1,707.60
CALIFORNIA	5482 (Painting, Decorating or Paper Hanging - High Wages)	140.00	\$5,145.00
CALIFORNIA	5538 (Sheet Metal Work - Low Wage)	233.00	\$6,641.78
CALIFORNIA	5542 (Sheet Metal Work - High Wage)	543.00	\$22,673.17
CALIFORNIA	5552 (Roofing - Low Wage)	2,390.00	\$68,819.62
CALIFORNIA	5553 (Roofing - High Wage)	5,578.00	\$220,426.75
Total		8,944.00	\$325,413.92

Subcontractor Information

Contractor	Contract #	Contract Value	Start Date	Enrollment Status	Address	Phone	Fax
American Services Group	2310031.01	\$1,153,755.00	04/13/2023	Incomplete	300 S. Walnut Ste. 403, San Dimas, CA, 91773	(909) 592-6007	

Note: LAUSD Master Program reserves the right to determine who participates in the Wrap-Up Insurance Program. This Enrollment form contains information submitted to Alliant Insurance Services, Inc. (Los Angeles) and does not guarantee enrollment in the program unless a Policy number is shown above.

CONTRACTOR'S NAME Letner Roofing Company

CONTRACT\$

\$3,746,732.00

CONTRACT WIHT: **LOS ANGELES USD**
 PROJECT NAME: **SUN VALLEY MAGNET-ROOFING PROJECT**

Payroll \$289,246.37
 0.7 \$220,426.75
 0.3 \$68,819.62

SECTION A: WORKERS' COMPENSATION COST CALCULATION (project site payroll only)					
Workers' Compensation		Estimated		Workers' Compensation	
Class Code	Job Classification	Man-Hours	Straight Payroll	Rate per \$100.00	Premium
5553	Roofing over 25.00	5,578	\$220,426.75	\$14.45	\$31,851.67
5552	Roofing Under 25.00	2,390	\$68,819.62	\$37.36	\$25,711.01
		7,968	\$289,246.37		
Totals					\$57,562.67
Experience Modifier				(0.220000)	(12,663.79)
Scheduled Credit/Debt				0.298000	13,379.87
					\$58,278.75
Premium Discount, if applicable				0.00000%	-
					\$58,278.75
CIGA, Foreign & Domestic Terrorism				0.020000	\$191.89
Catastrophe				0.0000%	\$0.00
California Insurance Guarantee Association				0.0000%	\$0.00
Labor Enforcement and Compliance Fund Assessment				0.007102%	\$4.14
Occupational Safety and Health Fund				0.009177%	\$5.35
Subsequent Injuries Benefit Trust Fund Assessment				0.017451%	\$10.17
California Uninsured Employers Benefit Trust Fund Assessment				0.001455%	\$0.85
WC Administration Revolving Fund				0.019277%	\$11.23
California Fraud Investigation/Prosecution Surcharge				0.004856%	\$0.01
SECTION A: Total Workers Compensation Premium					\$58,502.39
SECTION B: GENERAL LIABILITY COST CALCULATION (project site payroll/receipts only)					
G/L is based on : Receipts per \$1000 or Receipts or Flat Premium					
General Liability		Basis (Choose only one)		General Liability	
GL Code	GL Classification	Payroll	Receipts	Rate	Premium
		per \$1000	\$3,746,732.00	\$6.08	\$22,795.12
SECTION B: Total General Liability Premium					\$22,795.12
SECTION C: Total Excess/Umbrella Liability Premium (Receipts per \$1,000)					
Rate		\$3,746,732.00		\$4.67	\$17,484.75
SECTION D: Subcontractor Premiums (attach Exhibit 1 for each subcontractor)					
D. \$					\$0.00
SECTION E: TOTAL PREMIUMS (A+B+C+D)					
Add / Deduct (Circle One) E. \$					\$98,782.26

Please include copies of the rating pages from your Workers' Comp and General Liability insurance policies.

Experience Mod:	78%	Anniversary Date:	7/1/2023
Effective Date: 07/01/2022		Expiration Date: 07/01/2023	
Workers Comp. Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		WC2Z91471939012	
General Liability Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		TB2Z91471939022	
		NAIC NUMBER	23035
Automobile Liability:		Liberty Mutual Fire Ins. Co.	
Policy:		AS2-Z91-471939-032	
		NAIC NUMBER	27359

CONTRACTOR'S NAME: Letner Roofing Company

CONTRACT\$

\$31,263.00

CONTRACT WITH: **LOS ANGELES USD**
 PROJECT NAME: **SUN VALLEY MAGNET-ROOFING PROJECT**

Payroll \$6,852.60
 0.7 \$5,145.00
 0.3 \$1,707.60

SECTION A: WORKERS' COMPENSATION COST CALCULATION (project site payroll only)					
Workers' Compensation		Estimated		Workers' Compensation	
Class Code	Job Classification	Man-Hours	Straight Payroll	Rate per \$100.00	Premium
5482	Waterproofing Over 28.00	140	\$5,145.00	\$7.70	\$396.17
5474	Waterproofing Under 28.00	60	\$1,707.60	\$14.36	\$245.21
		200	\$6,852.60		
Totals					\$641.38
Experience Modifier				(0.220000)	(141.10)
Scheduled Credit/Debt				0.298000	149.08
					\$649.36
Premium Discount, if applicable				0.000000%	-
					\$649.36
CIGA, Foreign & Domestic Terrorism				0.020000	\$6.49
Catastrophe				0.000000%	\$0.00
California Insurance Guarantee Association				0.000000%	\$0.00
Labor Enforcement and Compliance Fund Assessment				0.007102%	0.09
Occupational Safety and Health Fund				0.009177%	0.12
Subsequent Injuries Benefit Trust Fund Assessment				0.017451%	0.23
California Uninsured Employers Benefit Trust Fund Assessment				0.001455%	0.02
WC Administration Revolving Fund				0.019277%	0.25
California Fraud Investigation/Prosecution Surcharge				0.004856%	0.06
SECTION A: Total Workers Compensation Premium					\$656.62
SECTION B: GENERAL LIABILITY COST CALCULATION (project site payroll/receipts only)					
G/L is based on : Receipts per \$1000 or Receipts or Flat Premium					
General Liability		Basis (Choose only one)		General Liability	
GL Code	GL Classification	Payroll	Receipts	Rate	Premium
		per \$1000	\$31,263.00	\$6.08	\$190.20
SECTION B: Total General Liability Premium					\$190.20
SECTION C: Total Excess/Umbrella Liability Premium (Receipts per \$1,000)					
Rate			\$31,263.00	\$4.67	\$145.89
SECTION D: Subcontractor Premiums (attach Exhibit 1 for each subcontractor)					
D. \$					\$0.00
SECTION E: TOTAL PREMIUMS (A+B+C+D)					
Add / Deduct (Circle One) E. \$					\$992.72

Please include copies of the rating pages from your Workers' Comp and General Liability insurance policies.

Experience Mod:	78%	Anniversary Date:	7/1/2023
Effective Date: 07/01/2022		Expiration Date: 07/01/2023	
Workers Comp. Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		WC2Z91471939012	
General Liability Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		TB2Z91471939022	
		NAIC NUMBER	23035
Automobile Liability:		Liberty Mutual Fire Ins. Co.	
Policy:		AS2-Z91-471939-032	
		NAIC NUMBER	27359

CONTRACTOR'S NAME: Letner Roofing Company

CONTRACT\$

\$163,524.00

SUBCONTRACTOR OF: LOS ANGELES USD

Payroll

\$29,314.95

PROJECT NAME: SUN VALLEY MAGNET-ROOFING PROJECT

0.7

\$22,673.17

0.3

\$6,641.78

SECTION A: WORKERS' COMPENSATION COST CALCULATION (project site payroll only)					
Workers' Compensation		Estimated		Workers' Compensation	
Class Code	Job Classification	Man-Hours	Straight Payroll	Rate per \$100.00	Premium
5542	Sheet Metal Over 27.00	543	\$22,673.17	\$4.47	\$1,013.49
5538	Sheet Metal under 27.00	233	\$6,641.78	\$9.00	\$597.76
		776	\$29,314.95		
Totals					\$1,611.25
Experience Modifier				(0.220000)	(354.48)
Scheduled Credit/Debt				0.298000	374.52
					\$1,631.30
Premium Discount, if applicable				0.00000%	-
					\$1,631.30
CIGA, Foreign & Domestic Terrorism				0.020000	\$16.31
Catastrophe				0.0000%	\$0.00
California Insurance Guarantee Association				0.0000%	\$0.00
Labor Enforcement and Compliance Fund Assessment				0.007102%	0.23
Occupational Safety and Health Fund				0.009177%	0.30
Subsequent Injuries Benefit Trust Fund Assessment				0.017451%	0.57
California Uninsured Employers Benefit Trust Fund Assessment				0.001455%	0.05
WC Administration Revolving Fund				0.019277%	0.63
California Fraud Investigation/Prosecution Surcharge				0.004856%	0.08
SECTION A: Total Workers Compensation Premium					\$1,649.46
SECTION B: GENERAL LIABILITY COST CALCULATION (project site payroll/receipts only)					
G/L is based on : Receipts per \$1000 or Receipts or Flat Premium					
General Liability		Basis (Choose only one)		General Liability	
GL Code	GL Classification	Payroll	Receipts	Rate	Premium
		per \$1000	\$163,524.00	\$6.08	\$994.88
SECTION B: Total General Liability Premium					\$994.88
SECTION C: Total Excess/Umbrella Liability Premium (Receipts per \$1,000)					
Rate			\$163,524.00	\$4.67	\$763.11
SECTION D: Subcontractor Premiums (attach Exhibit 1 for each subcontractor)					
D. \$					\$0.00
SECTION E: TOTAL PREMIUMS (A+B+C+D)					
Add / Deduct (Circle One) E. \$					\$3,407.46

Please include copies of the rating pages from your Workers' Comp and General Liability insurance policies.

Experience Mod:	78%	Anniversary Date:	7/1/2023
Effective Date: 07/01/2022		Expiration Date: 07/01/2023	
Workers Comp. Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		WC2Z91471939012	
General Liability Carrier:		Liberty Mutual Fire Ins. Co.	
Policy #		TB2Z91471939022	
Automobile Liability:		Liberty Mutual Fire Ins. Co.	
Policy:		AS2-Z91-471939-032	
		NAIC NUMBER	23035
		NAIC NUMBER	27359



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/14/2023

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (949) 608-6300	FAX (A/C. No.): (949) 608-6459	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			
NAIC #			
INSURED Danny Letner, Inc. DBA: Letner Roofing Company 1490 North Glassell St. Orange CA 92867 USA	INSURER A:	Allied World National Assurance Company	10690
	INSURER B:	Liberty Mutual Fire Ins Co	23035
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570099024478 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2Z91471939022	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-Z91-471939-032	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	03119104	07/01/2022	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2Z91471939012	07/01/2022	07/01/2023	<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)
RE: Letner Job#: 8843, Contract #: 2310031 Project Name: Sun Valley Magnet 7330 Bakman Avenue, Los Angeles, CA 91352. Los Angeles Unified School District, the Board, its officials, Owner, the Architect and the Contractor, its affiliates, their directors, officer's employees, agents and the OCIP administrator are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability and Automobile Liability Policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation and

CERTIFICATE HOLDER

CANCELLATION

Los Angeles Unified School District 333 S. Beaudry Ave., 28th Floor Los Angeles CA 90017 USA	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 <i>Aon Risk Insurance Services West Inc.</i>

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ACORD 25 (2016/03)

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Holder Identifier : ABCFLO

570099024478

Certificate No :



Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll</u> - Per \$100	Estimated Premium
Danny Letner, Inc. DBA Letner Roofing Company California Orange: 1450-1460 N. Glassell Street 92687 Orange: 1490 Glassell Street 92687				
Waterproofing - Regular Hourly Wage Does Not Equal or Exceed \$28 Per Hour	5474	If Any	14.36	0
Waterproofing - Regular Hourly Wage equals or exceeds \$28 Per Hour	5482	1,069,028	7.70	82,315
Sheet Metal Work - erection, installation or repair - including shop, yard or storage operations - employees whose regular hourly wage does not equal or exceed \$27.00 per hour - N.O.C.	5538	69,850	9.00	6,287
Sheet Metal Work - erection, installation or repair - including shop, yard or storage operations - employees whose regular hourly wage equals or exceeds \$27 per hour - N.O.C.	5542	1,333,659	4.47	59,615
ROOFING - all kinds - including shop, yard employees or storage operations - employees whose regular hourly wage does not equal or exceed \$27.00 per hour	5552	859,765	37.36	321,208
ROOFING - all kinds - including shop, yard employees or storage operations - employees whose regular hourly wage equals or exceeds \$27.00 per hour	5553	11,094,630	14.45	1,603,174
CONTRACTORS - Construction or erection - Executive level supervisors - No direct supervision - Division of a single employee's payroll with any other	5606	2,244,206	1.42	31,868

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll</u> - Per \$100	Estimated Premium
Continued:				
Danny Letner, Inc. DBA Letner Roofing Company				
California				
classification is not permitted				
Salespersons - Outside	8742	2,311,260	.59	13,636
Clerical Office Employees - NOC	8810	2,618,072	.37	9,687
Construction or Erection Permanent Yards	8227	If Any	6.37	0
ROOFING - all kinds - including shop, yard employees or storage operations - employees whose regular hourly wage equals or exceeds \$27.00 per hour	5553	If Any	14.45	0
Subject to Longshore And Harbor Workers' Compensation Act Endorsement				
ROOFING - all kinds - including shop, yard employees or storage operations - employees whose regular hourly wage does not equal or exceed \$27.00 per hour	5552	If Any	69.49	0
Subject to Voluntary Compensation Endorsement				
ROOFING - all kinds - including shop, yard employees or storage operations - employees whose regular hourly wage does not equal or exceed \$27.00 per hour	5552	If Any	37.36	0
Manual Premium				\$2,127,790
Waiver of Subrogation Premium	0930			42,556
Employers Liability Increased Limits Premium	9812		.011	23,406
Experience Modification(.78 FNL) Modified Premium	9898	d) 2,193,752		(482,625) \$1,711,127
Schedule Rating	9887		.298	(509,916)

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll</u> - Per \$100	Estimated Premium
Continued:				
Danny Letner, Inc. DBA Letner Roofing Company				
California				
Standard Premium				\$1,201,211
Expense Constant	0900			260
Terrorism	9740	21,600,470	.02	4,320
Catastrophe (other than Certified Acts of Terrorism)	9741	21,600,470	.00	0
Total Premium for Danny Letner, Inc. DBA Letner Roofing Company				\$1,205,791
California Insurance Guarantee Association	0936	d) 1,205,791	.00	0
California User Fund/WC Administrative Revolving Fund	0935	d) 1,205,791	.019277	23,244
California Uninsured Employers Benefit Trust Fund Assessment	0937	d) 1,205,791	.001455	1,754
California Subsequent Injuries Benefits Trust Fund Assessment	0938	d) 1,205,791	.017451	21,042
California Occupational Safety & Health Fund Assessment	0939	d) 1,205,791	.009177	11,066
California Labor Enforcement & Compliance Fund Assessment	0992	d) 1,205,791	.007102	8,564
California Fraud Investigation/Prosecution Surcharge	9703	d) 1,205,791	.004856	5,855

**DECLARATIONS EXTENSION SCHEDULE
-- COMPOSITE RATED COVERAGES --**

Policy Number TB2-Z91-471939-022

Description	Premium Basis	Rates		Premium
All Operations of the Named Insured	Gross sales excluding OCIP and CCIP revenue 60,000,000	Per 1000	6.0840	\$365,040
TOTAL				\$365,040



2601 Main Street, Suite 450
Irvine, CA 92614
Ph: 949-477-5400
www.rtspecialty.com

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CONFIRMATION OF INSURANCE

June 23, 2022

Aon Risk Insurance Services West, Inc. - Irvine
Gary Ward
17875 Von Karman Avenue Suite 300
Irvine, CA 92614

FROM: Niki Reid for Joseph Wood

I am pleased to confirm that your Umbrella - Brokerage insurance has been bound pursuant to your request. The attached Confirmation of Insurance will serve as evidence of coverage until the insurance carrier issues the policy. This insurance document summarizes the policy referenced below and is not intended to reflect all the terms and conditions or exclusions of the referenced policy. In the event of a claim, coverage will be determined by the referenced policy, subject to all the terms, exclusions and conditions of the policy. Moreover, the information contained in this document reflects bound coverage as of the effective date of the referenced policy and does not include subsequent changes by the insurer or changes in the applicable rates for taxes or governmental fees.

NAMED INSURED:	Danny Letner, Inc. 1490 North Glassell Street Orange, CA 92867	
PRIMARY RISK ADDRESS:	1490 North Glassell Street Orange, CA 92867	
COVERAGE:	Umbrella - Brokerage	
INSURER:	Allied World National Assurance Company - Non-Admitted	
POLICY NUMBER:	0311-9104	
POLICY TERM:	7/1/2022 - 7/1/2023	
POLICY PREMIUM:	\$280,000.00	
TOTAL FEES:		
SURPLUS LINES TAX:	Surplus Lines Tax	\$8,400.00
	Stamping Office Fee	\$700.00
	TOTAL TAXES:	\$9,100.00
TOTAL:	\$289,100.00	



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SPECIAL CONDITIONS / OTHER COVERAGES:

NO FLAT CANCELLATIONS
ALL FEES ARE FULLY EARNED AT INCEPTION

For RT Specialty to file the surplus lines taxes on your behalf, please complete the surplus lines tax document (per the applicable state requirements) and return with your request to bind. Due to state regulations, RT Specialty requires tax documents to be completed within 24 to 48 hours of binding. Please be diligent in returning tax forms.

Form Terms/Conditions Per Attached Company Quote

Subject to:

- All items listed on attached Company Quote
- Completed/Signed D-1 and SL-2 (Font signatures are not permitted)
- Completed/Signed Terrorism Selection/Rejection

Please note: All A/P endorsements and audits may be subject to an additional broker fee.

A handwritten signature in black ink, appearing to read 'R. J. Ly', written over a horizontal line.

Authorized Representative



2601 Main Street, Suite 450
Irvine, CA 92614
Ph: 949-477-5400
www.rtspecialty.com

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HOME STATE FOR NON-ADMITTED RISKS

Taxes and governmental fees are estimates and subject to change based upon current rates of the Home State and risk information available at the date of binding. The Home State of the Insured for a non-admitted risk shall be determined in accordance with the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"). Some states require the producing broker to submit a written verification of the insured's Home State for our records. The applicable law (if any) of the Home State governing cancellation or non-renewal of non-admitted insurance, including whether any such laws apply to non-admitted risks, shall apply to this Policy.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurer. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance. Underlying Insurers must be rated A- VII or better by A.M. Best.



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PREMIUM FINANCE (If not included in the quote document)

If the insured and the insurer agree to bind coverage and the premium will be financed, we will need the following information and, upon binding, please instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to RT Specialty:

Name of Premium Finance Company:	
Premium Finance Account Number:	

PRODUCER COMPENSATION:

In order to place the insurance requested we may charge a reasonable fee for additional services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, inspections, working with underwriters on the coverage proposal, issuing policies or servicing the policy after issuance. Third-party inspection or other fees may be separately itemized upon request. If the insured recommends an inspection company, we will endeavor to determine if it is approved by the Insurer. To the extent the insured paid us a fee for services, we represent the insured in performing those services. Our fees are fully earned and nonrefundable, except when required by applicable law. Our fees are applied to new policies, renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. In the event that the premium is adjustable upwards, our fees are adjustable as well and will be collected against any additional premium. The fee charged by us does not obligate the insured to purchase the proposed insurance or the Insurer to bind the proposed insurance. Our fee is not imposed by state law or the Insurer. This fee authorization shall remain operative until terminated by written notice. Depending upon the Insurer involved with your placement, we may also receive a commission from the Insurer.

We may also have an agreement with the Insurer that we are proposing for this placement that may pay us future additional compensation. This compensation is in addition to any fees and/or commissions that we have agreed to accept for placing this insurance. This compensation could be based on formulas that consider the volume of business placed with the Insurer, the profitability of that business, how much of the business is retained for the Insurer's account each year, and potentially other factors. The agreements frequently consider total eligible premium from all clients placed during a calendar year and any incentive or contingent compensation is often received at a future date, including potentially after the end of the following calendar year. Because of variables in these agreements, we often have no accurate way at the time of placement to determine the amount of any additional compensation that might be attributable to any Insured's placement. The broker with the direct relationship with the Insured must comply with all applicable laws and regulations related to disclosure of compensation, including disclosure of potential incentive or contingent compensation and the criteria for receiving such compensation, and informing the Insured that it may request more information about producer or broker compensation that might be paid in connection with the Insured's placement. RSG affiliates may also earn investment income on accounts temporarily held as fiduciary funds, and compensation as a broker, underwriting manager, reinsurance intermediary, premium finance company, claims adjuster, consultant or service provider. If you need additional information about the compensation arrangements for services provided by Ryan Specialty Group, LLC (RSG) affiliates, please contact your RSG representative.

RT Specialty is a division of RSG Specialty, LLC, a Delaware limited liability company and a subsidiary of Ryan Specialty Group, LLC. In California: RSG Specialty Insurance Services, LLC (License # 0G97516).



ALLIED WORLD NATIONAL ASSURANCE COMPANY
 550 South Hope Street, Suite 1825
 Los Angeles, CA 90071
 USA

T: 213-416-1400
 F: 213-416-1401

REVISED BINDER CONFIRMATION

To:	Niki Reid RSG Specialty Insurance Services, LLC 2601 Main Street, Suite 450 Irvine, CA 92614	Date: 06/23/2022
From:	Rebecca Campos	Account # 338393
Re:	Danny Letner, Inc.; DBA: Letner Roofing Co. - Casualty Multi-line	

Insured:	Danny Letner, Inc.; DBA: Letner Roofing Co.	
Address:	1490 North Glassell Street Orange, CA 92867	
Policy Number:	0311-9104	
Policy Period:	From: 07/01/2022	To: 07/01/2023

Coverage is **BOUND** as follows:

Insurer:	Allied World National Assurance Company (Non-admitted)		
Financial Rating:	AM Best Rating: A XV		
Policy Number	0311-9104		
Underwriter:	Rebecca Campos		
Type of Insurance:	Umbrella Liability		
Policy Form:	UM 00004 00 (07/08)		
Policy Trigger:	Occurrence		
Policy Period:	From: 07/01/2022	To:	07/01/2023
Retro Date:	N/A		
Account #:	338393		
Defense Type	Defense costs do not erode the limits listed below		

Allied World Limits	\$5,000,000	Each Occurrence
	\$5,000,000	Products-Completed Aggregate
	\$5,000,000	Other Aggregate (Where Applicable)
	\$10,000	Self-Insured Retention

Advanced Premium:	\$280,000 Flat
TRIA Charge:	\$2,800 (Not included above. Coverage rejected by insured)
Minimum Earned %:	35%
Premium Payment:	\$280,000
Subject to Audit:	Flat

Schedule of Underlying Insurance

General Liability	Carrier:	Liberty Mutual Fire Insurance Company
	Effective Date:	07/01/2022
	Expiration Date:	07/01/2023
	Policy #:	TB2-Z91-471939-022
	Policy Limits	
	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$15,000,000	General Aggregate - Policy Cap
	\$2,000,000	Products-Completed Operations Aggregate
	Defense Type:	Defense costs do not erode the Policy Limits listed above

Employee Benefit Liability	Carrier:	Liberty Mutual Fire Insurance Company
	Effective Date:	07/01/2022
	Expiration Date:	07/01/2023
	Policy #:	TB2-Z91-471939-022
	Retroactive	07/01/2008
	Policy Limits	
	\$1,000,000	Employee Benefits Liability Each Employee
	\$1,000,000	Employee Benefits Liability Annual Aggregate
	Defense Type:	Defense costs do not erode the Policy Limits listed above

Automobile Liability	Carrier:	Liberty Mutual Fire Insurance Company
	Effective Date:	07/01/2022
	Expiration Date:	07/01/2023
	Policy #:	AS2-Z91-471939-032
	Policy Limits	
	\$1,000,000	Combined Single Limit
	Defense Type:	Defense costs do not erode the Policy Limits listed above

Employer Liability	Carrier:	Liberty Mutual Fire Insurance Company
	Effective Date:	07/01/2022
	Expiration Date:	07/01/2023
	Policy #:	WC2-Z91-471939-012
	Policy Limits	
	\$1,000,000	Bodily Injury Each Accident
	\$1,000,000	Bodily Injury By Disease - Each Employee
	\$1,000,000	Bodily Injury By Disease - Policy Aggregate
	Defense Type:	Defense costs do not erode the Policy Limits listed above

Applicable AWAC Endorsements:

Form # / Edition	Title
	All applicable mandatory state endorsements
UM 00002 00 (04/16)	Allied World National Assurance Company Umbrella Liability Insurance Policy - Declarations
IL 00017 04 (11/08)	California - Suits Involving a Surplus Lines Broker - Remedies
UM 00005 00 (01/15)	Policyholder Disclosure Statement Under Terrorism Risk Insurance Act
UM 00016 00 (07/08)	Cross Suits Exclusion
UM 00017 00 (07/08)	Fungus Exclusion
UM 00020 00 (06/17)	Contractors' Limitation
UM 00022 00 (07/08)	Exterior Insulation and Finishing Systems (EIFS) Exclusion
UM 00023 00 (07/08)	Foreign Liability Exclusion
UM 00025 00 (07/08)	Lead Exclusion
UM 00029 00 (07/08)	Silica Exclusion Endorsement
UM 00039 00 (07/08)	Discrimination Exclusion
UM 00053 00 (07/08)	Bacteria Exclusion
UM 00062 00 (07/08)	Knowledge of Occurrence Endorsement
UM 00066 00 (07/08)	Employee Benefits Liability Limitation Claims Made Version Endorsement (Retro Date: 7/1/2008)
UM 00071 00 (07/08)	Employers' Liability Limitation Endorsement
UM 00074 00 (07/08)	Notice of Occurrence
UM 00075 00 (07/08)	Anti-Stacking Excess Casualty Limitation Endorsement
UM 00080 00 (07/08)	Amend Definition of Occurrence (Continuing or Progressively Deteriorating Damages Endorsement)
UM 00081 00 (07/08)	Specified Operations Exclusion (All operations, whether completed or ongoing, performed by you or on your behalf in the state of New York)
UM 00084 00 (07/08)	Claims Reporting Amendment Endorsement
UM 00091 00 (10/08)	Auto Liability Limitation Endorsement
UM 00107 00 (01/15)	Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism
UM 00109 00 (07/08)	Schedule of Underlying Insurance

UM 00121 00 (03/12)	Service of Suit
UM 00123 00 (01/09)	No Fault, Uninsured Motorist And Underinsured Motorist Exclusion
UM 00128 00 (03/09)	Biological Agents Exclusion
UM 00130 00 (01/14)	Strategic Response Coverage Extension (Cost \$300K / Loss \$75k)
UM 00201 00 (02/15)	Access To Or Disclosure Of Confidential Or Personal Information, Data-Related Liability And Internet Exclusion
UM 00269 00 (11/17)	Residential Construction Operations and Condominium and Cooperative Conversion Exclusion
UM 00277 00 (07/20)	Communicable Disease And Infectious Agent Exclusion

BINDER TERMS AND CONDITIONS:

1. This binder letter is predicated upon the understanding that the submitted information is accurate and the loss information includes total incurred losses ground up and that the losses have not been capped. Binding of coverage is strictly conditioned upon no material change in the risk. A material change includes, without limitation, the reporting to Allied World or another insurer of a claim or circumstance that might give rise to a claim between the date of this binder and the policy inception date. In the event of such a material change in risk, Allied World may, in its sole discretion, amend or withdraw this binder.
2. Any restrictive policy terms and conditions that apply to underlying policies that are in excess of the Followed Policy but underlying to the Allied World Excess policy will also apply to the Allied World Excess limit of liability. Any additional endorsements to the Allied World Policy will be determined upon review of the above-required documentation.
3. **(Taxes)**
The premium payable to Allied World does not include any amount with respect to Surplus Lines Taxes and/or fees. Under the terms of this proposal, it is the obligation of the Insured to be liable for and pay any Surplus Lines Taxes and/or fees either itself or through its broker. Allied World Assurance Company (U.S.), Inc. will be indemnified and fully reimbursed by the Insured for any premium taxes (and costs associated with collection, including legal costs) in the event the Insured or its broker fails to pay.
4. Please advise your client that Allied World cannot release Policy documentation without:
 - A complete copy of the Followed Policy (including all endorsements and schedules), inclusive of underlying layers or other documentation.

SUBJECTIVITIES:

A. This BINDER is subject to receipt, review and acceptance of the following items :

1. ~~Completed and Signed Applications~~ ~~Signed & Dated Acord Applications~~
2. ~~Underlying Binders~~
3. Complete Copies of Underlying Policies
4. ~~Completed and Signed TRIA Disclosure Statement~~

Please email ALL Subjectivities to Rebecca.Campos@awac.com

B. This **BINDER** is subject to Allied World's receipt and favorable review of the following:

1. Complete copy of signed binders (including terms and conditions) for the Followed Policy **and** for all underlying excess policies attaching between the Followed Policy and the Allied World policy.
2. Specimen copies of any underlying endorsements or policy forms as required by Allied World.
3. Signed and completed application.

C. Please also note that Binding is subject to payment of premium within 30 calendar days of the commencement of the Policy Period. If the premium or proof of payment thereof is not received by Allied World within 30 calendar days of the commencement of the Policy Period, the Policy will be canceled automatically retroactive to the commencement of the Policy Period.

Thank you for the opportunity to **BIND** this **account**.

This Binder is authorized by Joseph Cellura.

A handwritten signature in black ink, appearing to read "J. Cellura", with a long horizontal line extending to the right.

**POLICYHOLDER DISCLOSURE STATEMENT
UNDER THE
TERRORISM RISK INSURANCE ACT**

The **Insured** is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the **Insured** has a right to purchase insurance coverage for **Losses** arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The **Insured** should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for **Losses** caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the **Insured's** policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism **Losses** exceeding a statutorily established deductible that we must meet, and which deductible is based on a percentage of our direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to **Losses** arising from events other than Certified Acts of Terrorism.

The **Insured** should know that under federal law, the **Insured** is not required to purchase coverage for **Losses** caused by Certified Acts of Terrorism.

Please indicate the selection of the **Insured** below.

___ The **Insured** hereby elects to purchase coverage in accordance with the Act for a premium of \$2,800.00.

___ The **Insured** hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of **Insured**

Danny Letner, Inc.; DBA: Letner Roofing Co.

Print/Title

0311-9104

Date

Company Profile

Company Search

Company
Information

Old Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

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Compensation
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Action/Appeals
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Company Complaint

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Enforcement Action

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Complaints Studies

Additional Info

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Representative In
Your Area

View Financial
Disclaimer

COMPANY PROFILE

Company Information

LIBERTY MUTUAL FIRE INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02117-0140
800-344-0197**

Old Company Names

Effective Date

UNITED MUT FIRE INS CO

12/15/1949

Agent For Service

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

Reference Information

NAIC #:	23035
California Company ID #:	0811-0
Date Authorized in California:	05/27/1951
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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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.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/14/2023

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA	CONTACT NAME: PHONE (A/C. No. Ext): (949) 608-6300 FAX (A/C. No.): (949) 608-6459 E-MAIL ADDRESS:														
INSURED Danny Letner, Inc. DBA: Letner Roofing Company 1490 North Glassell St. Orange CA 92867 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER B: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World National Assurance Company	10690	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Liberty Mutual Fire Ins Co	23035														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570099024478 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2Z91471939022	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-Z91-471939-032	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	03119104	07/01/2022	07/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC2Z91471939012	07/01/2022	07/01/2023	<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)

RE: Letner Job#: 8843, Contract #: 2310031 Project Name: Sun Valley Magnet 7330 Bakman Avenue, Los Angeles, CA 91352. Los Angeles Unified School District, the Board, its officials, Owner, the Architect and the Contractor, its affiliates, their directors, officer's employees, agents and the OCIP administrator are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability and Automobile Liability Policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Workers' Compensation and

CERTIFICATE HOLDER	CANCELLATION
Los Angeles Unified School District 333 S. Beaudry Ave., 28th Floor Los Angeles CA 90017 USA	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 <i>Aon Risk Insurance Services West, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Insurance Services West, Inc.		<small>NAMED INSURED</small> Danny Letner, Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570099024478			
<small>CARRIER</small> See Certificate Number: 570099024478	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Umbrella Liability policies.



AGENCY CUSTOMER ID: 570000036946

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Danny Letner, Inc.
POLICY NUMBER See Certificate Number: 570099024478		
CARRIER See Certificate Number: 570099024478	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

5M xs 5M Excess Liability:

Carrier: Navigators Specialty Insurance Company
Term: 07/01/2022 to 07/01/2023
Policy # LA22EXCZ0213LIC

Limits:
\$5,000,000 Each Occurrence or Event
\$5,000,000 General Aggregate
\$5,000,000 Products-Completed Operations Aggregate

FOLLOW FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organizations, as required by written contract , executed prior to an Occurrence or Offense.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organizations, as required by written contract , executed prior to an Occurrence or Offense.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

All persons or organizations as required by a written contract or agreement entered into prior to an occurrence or offense.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organizations, as required by written contract , executed prior to an Occurrence or Offense.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

POLICY NUMBER: **TB2-Z91-471939-022**

ISSUED TO: Danny Letner, Inc., DBA: Letner Roofing Company

COMMERCIAL GENERAL LIABILITY

CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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

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

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$250.

Person or Organization

Any person or organization for whom the Named Insured has agreed by written contract to furnish a waiver provided you executed the contract before the loss.

Job Description

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z91-471939-012 Effective Date 07/01/2022 Premium \$

Issued to Danny Letner, Inc. DBA Letner Roofing Company Endorsement No.

Issued by Co 2 - Liberty Mutual Fire Insurance Company

WC 04 03 06 R1
Ed. 04/1984

Policy Number: AS2-Z91-471939-032
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

As required by written contact

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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[Composite Complaints Studies](#)
Additional Info
[Find A Company Representative In Your Area](#)
[View Financial Disclaimer](#)
COMPANY PROFILE
Company Information
LIBERTY MUTUAL FIRE INSURANCE COMPANY

**175 BERKELEY ST
BOSTON, MA 02117-0140
800-344-0197**

Old Company Names
Effective Date

UNITED MUT FIRE INS CO

12/15/1949

Agent For Service

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

Reference Information

NAIC #:	23035
California Company ID #:	0811-0
Date Authorized in California:	05/27/1951
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	WISCONSIN

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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.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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04/26/2023

Attn: Raul Zazueta
Danny Letner, Inc
1490 N. Glassell Street Orange, CA 92867
Work Location: 8396 - Sun Valley Middle School

Re: OCIP IV Projects
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2310031
WC Policy Number: WA5-66D-067328-701

Dear Raul Zazueta,

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 2310031. 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 8396 - Sun Valley 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.alliant.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
License : OG77261
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.



Letter of Assent

April 14, 2023

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

Attention: Labor Compliance Department
Email: 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/Madam:

This is to confirm that Danny Letner Inc., dba Letner Roofing Co. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, 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. 2310031 and Name of Project/School SUN VALLEY MAGNET 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,

Danny Letner Inc., dba Letner Roofing Company

By: _____

[Stuart Hein, Corporate Secretary]

Contractors State License No.: 689961

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



LETTER OF ASSENT

April 26th, 2023

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

Attention: Labor Compliance Department
Email: 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**

This is to confirm that **American Services Group of California, 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. 2310031 Sun Valley Magnet School** and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of this Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work

Sincerely,

American Services Group of California, Inc.

Samuel Adams
Vice President

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

April 28, 2023



818 / 291-6827 Phone
888 East Walnut Street
Pasadena, CA 91101

Letter of Assent

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

Attention: Labor Compliance Department
Email: 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/Madam:

This is to confirm that **Sunbelt Electrical Co. DBA Sunbelt Electric** 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. 2310031 and Name of Project/School SUN VALLEY MAGNET 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,

A handwritten signature in blue ink, appearing to read "P. Carroll", written over a light blue circular stamp.

Michael P. Carroll
Sunbelt Electric Inc.
Southern California
C-10 License #936334
DIR#1000000552