

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 25, 2024

Email: billykim@mikincinc.us

MIK CONSTRUCTION, INC.
11727 Arkansas Street
Artesia, CA 90701

NOTICE OF AWARD

RFQ / Contract No: R-24043 / 2430037
SAP Contract No.: 4400013345
Project: JOB ORDER CONTRACTING
Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.3600)
Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **June 25, 2024**, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

If you should have any questions regarding the award of the contract, please send an email to ronnie.bossier@lausd.net or call me at 213-241-1527.

Sincerely,

DocuSigned by:


FDEF83F6424428...

Ronnie Bossier

Contract Administration Analyst

c:

C. Mount
B. White
F. Del Cerro
C. Mangin

C. Pettus, Prequal
WTW (OCIP)
R. Lim, FPPS
E. Tran, PSA

B. Rios, A/P
J. Gomez
F. Karimi

INTER-OFFICE CORRESPONDENCE
Los Angeles Unified School District

TO: **Gayane Stepanyan**
Asst. Contract Administration Manager

FROM: **Ronnie Bossier**
Contract Administration Analyst

DATE: June 25, 2024

SUBJECT: **RECOMMENDATION TO AWARD CONTRACT NO.: 2430037**

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-24043
CONTRACT DESCRIPTION: GENERAL CONTRACTING SERVICES (PSA)

The contract award amount is **\$500,000.00**. The estimated contract range is **\$25,000.00 to Maximum Contract Value of \$8,660,000.00**. The contract period is **365** calendar days. An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during this term.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that **MIK CONSTRUCTION, INC.** is one of the qualified and pre-qualified bidders on this Project.

The Job Order contract will be encumbered from the accounts listed below, provided by Program Controls:

ACCOUNTING LINES				
CONTRACT NO. / BID NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2430037 RFQ / Bid NO. R-24043	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

Contract Contingency (5% of total Contract Amount)	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
	N/A			
Contingency Amount	N/A			
Total Amount Required to Award Contract:	N/A			

 **Recommendation to Award**
prepared by:

DocuSigned by:

FDEF82F84244428...

6/25/2024

Ronnie Bossier, Contract Administrator

(Signature/date)

DOCUMENT 00 4100

BID AND ACCEPTANCE FORMBidder Name: MIK Construction Inc.

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, along with the 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 SUBMITTAL DUE DATE: **No later than 3:00 PM May 28, 2024**

1.03 PROJECT IDENTIFICATION:

- B. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for **JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-24043 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
1 2 _____

1.05 BID ADJUSTMENT FACTOR(S)

- A. Adjustment Factor. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. Contract Term (12 months from Notice of Contract award or expenditure of the **\$8,660,000** Maximum Contract Value, whichever occurs first)

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

1.

1	.	3	6	0	0
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Utilize four decimal places. Use conventional rounding.

1.06 Cost of Non Pre-Priced Task

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

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

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

Contractor Performed Duties

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

B = Direct material costs (supported by quotes)

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

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

Subcontractor Performed Duties

E = Cost of Subcontractors to Contractor (supported by quotes)

Total Cost of Non Pre-Priced Task = E x 10%

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

1.08 BASIS OF AWARD OF CONTRACT:

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

Article 1 - Scope of Work

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

Article 2 - Time for Completion

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

1.09 TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;
3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and
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 Maximum Contract Value and contain the terms and conditions required by Articles 5.17 through 5.18 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE: _____ May 28th _____, 20__ 24 _____

By _____ MIK Construction Inc. _____
(Firm Name as it appears on Contractor's State License)



(Signature of authorized person to sign bid)

Print Name: _____ Billy Kim _____

Business Address: _____ 11727 Arkansas Street _____
_____ Artesia, CA 90701 _____

Contractor License No.: _____ 921766 _____

Phone No. _____ 562-941-2400 _____

Email Address: _____ billykim@mikinc.us _____

FOR PROCUREMENT USE ONLY

Contract Number
2430037☐ with Plans
☐ with Specs

I.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

MIK Construction Inc.

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

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

This Contract is for the purpose of constructing that Project identified as **JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-24043) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE)**. CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract. The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

Article 7 - Contract Value

The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the estimated contract range is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Eight million Six Hundred Sixty Thousand Dollars (\$8,660,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the JOC Contract is 12 months or whenever the maximum value of the JOC Contract is achieved, whichever is less. The initial value of the JOC Contract may be increased up to the maximum total dollar amount of eight million, six hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by the District. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the JOC Contract.

An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during the term.

It is understood and agreed that all applicable taxes are included in the Contract Value 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.

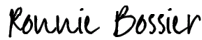
All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

Executed on 6/25/2024, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

By:

FDEF83F64244428...
Chief Procurement Officer or DesigneePrint Name: Ronnie Bossier**BLUE INK SIGNATURE REQUESTED**

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

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

RELEASED 04/08/2024
BID AND ACCEPTANCE FORM
00 4100-5

SECTION 00 4113

REQUIRED BID FORMS

(Use forms provided in this section. Duplicate copies of these forms are included in this package.)

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. As stated in Section 00 2113 – Instructions to Bidders, this Section contains the original bid forms and supplemental bid forms that shall be utilized by the bidder in preparing and submitting the bid.

1.02 ORIGINAL BID AND REQUIRED FORMS (FOR USE / SUBMITTAL BY BIDDER)

- A. Fill out and submit the following documents electronically:
 - 1. Document 00 4100 - Bid and Acceptance Form (signature and company seal required)
 - 2. Document 00 4313 - Bid Security Form (signatures required)
 - 3. Document 00 4500 - Certification Requirements (signature required)
 - 4. Document 00 4519 - Non-Collusion Affidavit (signature required)
 - 5. Document 00 7351 - Subletting and Subcontracting Fair Practices Act List

END OF SECTION

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number N/A
 Fidelity and Deposit Company of Maryland
MIK Construction, Inc.

Surety

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee
 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).....Amount of Bond

Project Description: JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES (R-24043)

Bid Due Date: 05/28/2024

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 23rd day of May 20 24

MIK Construction, Inc.

BIDDER

By (signed) [Signature]

Signature of Authorized Person

Title President

Fidelity and Deposit Company of Maryland

SURETY

By (signed) [Signature]

Signature of Attorney-In-Fact

Rebecca Haas-Bates, Attorney-in-Fact

Address 777 S. Figueroa Street, Suite 3900

City, State Los Angeles, CA 90017

Telephone (213) 270-0600

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

State of **Please See Attached**

SS

County of _____

On _____, before me,

_____, a Notary Public

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

WITNESS my hand and official seal.

(Notary Seal)

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

JOB ORDER CONTRACT
 GENERAL CONTRACTING SERVICES
 RFQ/BID NO. R-24043

RELEASED 04/08/2024
 BID SECURITY FORM
 00 4313-1

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

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

State of California)

County of Orange)On 05/23/2024 before me, Alma Karen Hernandez, Notary Public

Date

Here Insert Name and Title of the Officer

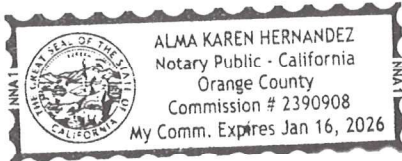
personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Bid Bond Document Date: 05/23/2024Number of Pages: One (1) Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of May, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Zurich North America Surety
777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017

May 23, 2024

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, CA 90017

Re: MIK Construction, Inc. – Bonding Capacity for Prequalification
JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES RFQ/BID NO. R-24043

To Whom It May Concern:

Fidelity and Deposit Company of Maryland has had the pleasure of handling the surety bonding needs of MIK Construction, Inc. since 2023. We have established a surety line of \$20,000,000 single / \$60,000,000 aggregate for this client. This is a working line of credit and is not an indication of the maximum limits we would consider.

Fidelity and Deposit Company of Maryland is listed in the Federal Register as a surety acceptable on Federal projects, is an admitted surety insurer, approved by the California Department of Insurance and authorized to issue bonds in the State of California, and a highly regarded surety, with an A.M. Best Rating of A+ (Superior) XV.

Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017
(213) 270-0600

Our consideration would be based on the satisfactory completion of our normal underwriting requirements, which include, but are not limited to, our satisfactory review and approval of the contract terms and conditions, our contractor's financial condition at that time, his overall work program, verification of project financing and other pertinent underwriting criteria.

Please be advised that this letter is not a commitment to provide any specific bond(s) and is provided solely as an indication of our support. The execution of any bond or bonds is a matter between the contractor and us. We assume no liability to you or any third party in providing this letter.

If you have any questions or require additional information, please do not hesitate to contact the undersigned at (818) 203-0408.

Sincerely,

Rebecca Haas-Bates, Attorney-in-Fact
Fidelity and Deposit Company of Maryland

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

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

State of California)
County of Orange)

On 05/23/2024 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

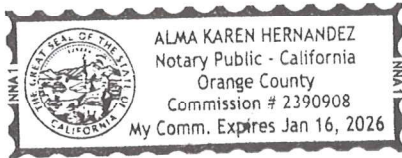
personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Letter of Bondability Document Date: 05/23/2024
Number of Pages: One (1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of May, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: MIK Construction Inc.

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

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

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

1.02 ETHICS POLICY

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

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

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

N/A	N/A	N/A

- C. The OWNER Ethics Policy is available online through the following link:
<https://achieve.lausd.net/Page/14037>
- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
1. Do you or others in your organization do the following: *(please check all that apply)*

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

RELEASED 04/08/2024
CERTIFICATION REQUIREMENTS
004500-1

- ☐ 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 6.53, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

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

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

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

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

1.05 PREQUALIFICATION

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

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

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

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

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

Bidder Name: MIK Construction Inc.

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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


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

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

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

1.08 BIDDER CERTIFICATION

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

Executed on May 28th, at Artesia, California.By:  Title: President
Signature and Title of Bidder RepresentativePrint Name: Billy Kim**Certification shall be signed by bidder or an authorized representative of bidder.****(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)
[FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]****END OF DOCUMENT**

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

I.01 GENERAL

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

State of California

County of Los Angeles

Billy Kim, being first duly sworn, deposes and says that he or she
 (Name of person signing bid)
President of MIK Construction Inc.
 (Title of Signer) (Name of Licensee Bidding) is the party making the

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

Bidder Name MIK Construction Inc.
 Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 26-2756081Sole Ownership ☐

Contractor's State License: 921766 B, C39, A, C10, C36, C21
 Number Classification(s)

Partnership ☐Corporation ☒Name of License Holder: MIK Construction Inc.Other ☐Expiration Date: 9/30/2024Address 11727 Arkansas St.Phone (562) 941-2400City Artesia State CA Zip Code 90019Fax (562) 991-1129

"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 Billy Kim  President
 Print Name Signature and Title

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

Dated this 28th day of May 20 24

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

END OF DOCUMENT

JOB ORDER CONTRACT
 GENERAL CONTRACTING SERVICES
 RFQ/BID NO. R-24043

RELEASED 04/08/2024
 NON-COLLUSION AFFIDAVIT
 00 4519-1

REVISED 01/06/2015
SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST
00 7351-1

DOCUMENT 00 6114**PERFORMANCE BOND**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and MIK Construction, Inc.

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

denominated as number R-24043 / 2430037,

described as JOB ORDER CONTRACT *at Los Angeles Unified School District

* GENERAL CONTRACTING SERVICES (PSA)

and is in the Maximum Contract Value of Five Hundred Thousand and 00/100 Dollars - (\$500,000.00)

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Fidelity and Deposit Company of Maryland, 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 Five Hundred Thousand and 00/100 Dollars (\$ 500,000.00), 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 Maximum Contract Value; or

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

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

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

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

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

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

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

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

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

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

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

10. In case any suit, arbitration or other 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 Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 7th day of June 2024

CONTRACTOR/PRINCIPAL
MIK Construction, Inc.

By  Title President

Surety Name Fidelity and Deposit Company of Maryland
Address of Surety 777 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017
Telephone Number (213) 270-0600
Bond Number 7672327

By 
Attorney-in-Fact : Rebecca Haas-Bates
Address 790 The City Drive South, Suite 210
Orange, CA 92868
Telephone Number (949) 679-7116

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 Value.
Dean C. Logan, County Clerk	
Date _____	
By _____	Deputy

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

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

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

State of California)

County of Orange)

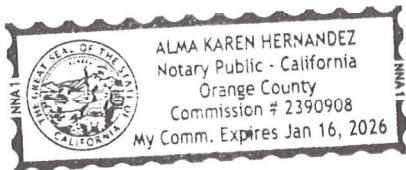
On 06/07/2024 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7672327 Document Date: 06/07/2024

Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of June, 2024 .



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

DOCUMENT 00 6113

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and MIK Construction, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated June 25, 2024for RFQ / Contract No. R-24043 / 2430037 - JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES (PSA)Contract
Amount Five Hundred Thousand and 00/100 Dollars - (\$500,000.00)

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, Fidelity and Deposit Company of Maryland


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 Maximum Contract Value. 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 3247 *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 3181 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 7th day of June 20 24CONTRACTOR/PRINCIPAL
MIK Construction, Inc.By 
Title President

SURETY
Fidelity and Deposit Company of Maryland
By 
Rebecca Haas-Bates, Attorney-in-Fact
Address 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017
Telephone Number (213) 270-0600
Bond Number 7672327

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 Value.

Dean C. Logan, County Clerk

Date _____ By _____ Deputy _____

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)
END OF DOCUMENTJOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043REVISED 01/05/2012
PAYMENT BOND (LABOR AND MATERIAL)
00 6113-1

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

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

State of California)
County of Orange)

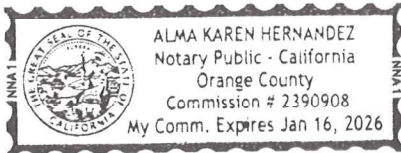
On 06/07/2024 before me, Alma Karen Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7672327 Document Date: 06/07/2024

Number of Pages: One (1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys -in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of June, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

VERIFICATION OF BONDS

☐ Bond not verified

☒ Bond verified

Contractor Name: **MIK CONSTRUCTION, INC.**

RFQ# / CONTRACT NO.: R-24043 / 2430037

BOND NO.: 7672327 VENDOR NO.: 12051

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
06/20/2024	Fidelity and Deposit Company of Maryland	06/07/2024	790 The City Drive South, Suite 210 Orange, CA 92868	949-679-7116
			Bond Verified by: Rebecca Haas-Bates	

VERIFIED BY: Ronnie Bossier RB



Letter of Assent

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

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

To whom this may concern:

This is to confirm that MIK Construction Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to R-24043 / 2430037 JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES (PSA), and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

MIK Construction Inc.

By: 
Billy Kim, President

Contractor's State License No.: 921766

Project Name: R-24043 / 2430037 JOC GENERAL CONTRACTING SERVICES (PSA)

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 6, 2024

SENT VIA EMAIL: billykim@mikincinc.us

MIK CONSTRUCTION, INC.
11727 Arkansas Street
Artesia, CA 90701

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. **R-24043 / 2430037**
Contract Type: **JOB ORDER CONTRACT**
Contract Description: **GENERAL CONTRACTING SERVICES (PSA)**
Contract Amount: **\$500,000 (BID ADJUSTMENT FACTOR 1.3600)**
Contract Duration: **365 Calendar Days**

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

Within **five (5)** business days of this notice, by **June 13, 2024**, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to ronnie.bossier@lausd.net, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th Floor, 28-136-8, ATTN: RONNIE BOSSIER, the documents indicated below:

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

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

- X 1. **Bonds** – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is **NOT** necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.
- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer: **MIK Construction, Inc.**
 - X Commercial General Liability
 - X Automobile Liability (Owned, hired, and non-owned)
 - X Workers Compensation
 - X Pollution Liability (includes Asbestos/Lead Abatement) endorsement
- X 3. **ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED)**

CONTRACTORS):

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is **REQUIRED**. Please contact the Insurance Administrator, Willis Towers Watson Insurance Services West, Inc. at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. **IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.**
- Note: All enrollments are to be completed on-line. Access will be granted once Willis Towers Watson has been notified of your awarded contract.
- You are responsible for reviewing the most current LAUSD OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/Page/1008>) or WTW website <https://cp.wtwcompas.com>.
 - **Requirements of an ENROLLED CONTRACTOR:** An OCIP enrollment packet will be sent to you by Willis Towers Watson. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work promptly.
 - **Requirements of an EXCLUDED CONTRACTOR:** As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is **NOT REQUIRED**. Please contact the Insurance Administrator at Willis Towers Watson Insurance Services West, Inc to obtain **NOTIFICATION OF EXCLUSION** from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- **Required from All contractors:** An original Certificate of Liability Insurance, executed by an authorized insurer. **Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
 - **Commercial General Liability**, including bodily injury and property damage
 - **Automobile Liability** (Owned, hired, and non-owned)
 - **Workers Compensation & Employer's Liability Insurance**
 - **Contractor's Pollution Liability (CPL) - Excluded Contractors**
- **Enrolled Contractors** must provide evidence of Workers Compensation, Commercial General Liability, and Excess/Umbrella Liability Insurance for **Off-Site activities** and Automotive Liability Insurance for both **On-Site and Off-Site** activities as specified in the contract.
- Send the Certificate of Insurance to Procurement (Contract Administrator) with a Cc to WTW Insurance Services at LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.
- **Excluded Contractors** must provide evidence of Workers Compensation, Commercial General Liability, Excess/Umbrella Liability, Automobile Liability

and Contractors Pollution Liability (CPL) for all activities **including both On-Site and Off-Site** activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Willis Tower Watson, upload it into WTW COMPAS, emailed to the following: LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.

- X 4. A signed **Letter of Assent** (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent **must be executed and submitted by the prime contractor and all listed subcontractors to both Facilities Contracts (JOC UNIT) and Labor Compliance Department.** Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. **Facilities Construction Contracts will NOT award any contract until ALL Letters of Assent for the Prime Contractor and the listed subcontractors have been received.** See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on 6/7/2024, at Artesia, California
Date City


Signature of Authorized Officer

Billy Kim	President
Print Name	Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you have any questions regarding this notice, please email to ronnie.bossier@lausd.net.

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o, ou=Procurement Services
Division, email=ronnie.bossier@lausd.net, c=US
Date: 2024.06.06 14:51:51 -07'00'

Ronnie Bossier
Contract Administration Analyst

c: WTW Insurance Services
Inspection Section
File

Current Dun & Bradstreet Reports on File

*The contractors listed on this report have had a Dun & Bradstreet report pulled within the past year.
A D&B report is required for any contract of \$500,000 or more. The report must be not more than a year old.*

FIRM-NAME	Vendor Number	License Number	Report Date
ADVANCED CABLE SOLUTIONS INC	11389	930210	01/18/24
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	01/18/24
AMERESCO INC	822631	817191	12/18/23
AP CONSTRUCTION GROUP INC DBA AIR PLUS	4827	573122	03/25/24
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/17/24
ASTROTURF CORPORATION	822606	1036156	08/28/23
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/20/23
BEST CONTRACTING SERVICES INC	1462	456263	12/07/23
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	05/07/24
BIRDI SYSTEMS INC	805310	980383	01/18/24
BLACH CONSTRUCTION	822427	290418	12/20/23
BYROM - DAVEY INC	9586	803447	09/07/23
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	02/02/24
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/18/23
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/30/24
EAGLE CONTRACTING INC	111243	970089	05/17/24
EBERHARD	1807	329087	07/12/23
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	01/18/24
FREDRICK TOWERS INC	2915	572986	12/04/23
GERONIMO CONCRETE INC	8539	770018	08/29/23
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	12/20/23
IAN THOMAS GROUP	10229	924537	05/07/24
JACK CARDANI CONSTRUCTION INC	8393	789552	08/25/23
JOHNSON CONTROLS INC	0232	22445	01/18/24
KARCHER ENVIRONMENTAL INC	0246	481416	04/25/24
KEMP BROS CONSTRUCTION INC	4559	149816	03/05/24
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/17/23
MASTERS CONTRACTING CORPORATION	0282	466409	09/06/23
MIK CONSTRUCTION INC	12051	921766	01/23/24
MILLER ENVIRONMENTAL INC	7959	772797	05/17/24
NSA CONSTRUCTION GROUP INC	4983	714457	05/09/24

- ☐ Marble Mason/Finisher
- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher
- ☐ Tile Setter/Finisher
- ☐ Water Well Driller

Apply

Registrations

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MIK CONSTRUCTION, INC.

[View Details](#) [+ Add to My List](#)

Detail:

Registration Number: 1000003181
Status: Active
CSLB Number: 921766
Legal Entity Type: Corporation
Mailing Address: 11727 Arkansas St.
Artesia
CA 90701
County: Los Angeles
Craft: Laborer
Email: info@mikinc.us

Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2025
7/1/2020	6/30/2022
7/1/2019	6/30/2020
6/13/2018	6/30/2019
5/8/2017	6/30/2018
6/7/2016	6/30/2017
6/24/2015	6/30/2016
11/25/2014	6/30/2015

DBA

Name
MIK CONSTRUCTION, INC.

Bossier, Ronnie

From: Sachin Sonawane From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>
Sent: Wednesday, June 12, 2024 10:31 AM
To: vickie.crenshaw@wtwco.com; Bossier, Ronnie; Billy Kim; Irene Montes
Subject: Welcome Letter - Contract#: R-24043-2430037 X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199591 - #C387622
Attachments: MIK_Construction_Inc_OCIP_V_-_JOC_Contracts_COI_da071089-4d8a-42f6-b7bd-7b3ec43fa799.pdf; SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Attn: **Billy Kim**
MIK Construction, Inc.
11727 Arkansas St.
Artesia, CA 90701

Work Location: - **MSTR | Master**

Re: OCIP V Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: **R-24043-2430037**

X X X X X

WC Policy Number: **900 0199591**

Enrollment Effective Date : **06/11/2024**

Dear Billy,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number **R-24043-2430037 X X X X X**. 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 - MSTR | Master project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through

the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the WTW ComPAS website.

- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- A Claims Kit will be posted online in the WTW COMPAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (<https://cp.wtwcompas.com>)

Sincerely,

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

Enclosures:
Certificate of Insurance
Sample Enrolled Parties Certificate

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/12/2024

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

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

PRODUCER Willis Towers Watson 300 South Grand Avenue, Suite 2000 Los Angeles, CA 90071	CONTACT NAME: Irene Montes	
	PHONE (A/C, No, Ext): (415) 955-0239	
	E-MAIL ADDRESS: irene.montes@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starr Indemnity & Liability	38318
INSURED MIK Construction, Inc. 11727 Arkansas St. Artesia, CA 90701	INSURER B: Starr Specialty Insurance Company	16109
	INSURER C: Starr Indemnity & Liability Company	
	INSURER D: Endurance Risk Solutions Assurance Company	
	INSURER E: ACE Property & Casualty Insurance Co.	
	INSURER F: Ascot Specialty Insurance Company	

COVERAGES**CERTIFICATE NUMBER: LAUSDV - 00004784****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1000026031231	6/11/2024	5/1/2028	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 0
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/ OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	<input type="checkbox"/> OTHER							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTO					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTO ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/>						\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000588359231	6/11/2024	5/1/2028	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						Prod-Comp/Ops	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			900 0199591	6/11/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N						
	If yes, describe under						E.L. EACH ACCIDENT	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						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)

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number R-24043-2430037 X X X X X. The coverage is effective from the start date of the contract, 6/11/2024, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master**CERTIFICATE HOLDER****CANCELLATION**

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

DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

<u>Insurer</u>	<u>Policy #</u>	<u>Eff.Date</u>	<u>Exp.Date</u>	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	6/11/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	6/11/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	6/11/2024	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

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



MIKCONS-01

SMANI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 3701 Wilshire Blvd Ste 800 Los Angeles, CA 90010	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (213) 387-0642 E-MAIL ADDRESS: cal.citycerts@hubinternational.com												
INSURER(S) AFFORDING COVERAGE													
INSURED MIK Construction Inc. 11727 Arkansas St. Artesia, CA 90701	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : Associated Industries Insurance Company, Inc.</td> <td style="text-align: right;">23140</td> </tr> <tr> <td>INSURER B : United Financial Casualty Company</td> <td style="text-align: right;">11770</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td style="text-align: right;">27847</td> </tr> <tr> <td>INSURER D : Navigators Specialty Insurance Company</td> <td style="text-align: right;">36056</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Associated Industries Insurance Company, Inc.	23140	INSURER B : United Financial Casualty Company	11770	INSURER C : Insurance Company of the West	27847	INSURER D : Navigators Specialty Insurance Company	36056	INSURER E :		INSURER F :	
INSURER A : Associated Industries Insurance Company, Inc.	23140												
INSURER B : United Financial Casualty Company	11770												
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	AES1209681-02	9/26/2023	9/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08498044-8	3/16/2024	3/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EXA1213865-02	9/26/2023	9/26/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WVE-5067100-01	8/28/2023	8/28/2024	<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
D	Excess Liability			LA23EXCZ0F6UJIC	10/31/2023	9/26/2024	Occurrence/Agg. \$ 5,000,000

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

Los Angeles Unified School District-Owner Controlled Insurance Program

The Certificate Holder and all contractually required entities are granted Additional Insured status on a Primary and Non-contributory basis on the general liability, Automobile and Excess/umbrella liability policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies. Each policy shall provide for no less than thirty (30) days prior written notice to OWNER prior to cancellation. WORKERS COMPENSATION, GENERAL LIABILITY AND EXCESS COVERAGE LISTED APPLIES OFF-SITE FOR ALL OPERATIONS OF THE INSURED. ALL OTHER COVERAGES LISTED APPLY ON-SITE AND OFF-SITE.

RFQ / Contract Number: R-24043 /2430037

Description: General Contracting Services (PSA)

CERTIFICATE HOLDER**CANCELLATION**

Los Angeles Unified School District Procurement Division 333 S Beaudry Ave., 28th Floor Los Angeles, CA 90017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Associated Industries Insurance Company, Inc.
 Administered through: AmTrust E & S Insurance Services, Inc.
 160 Federal Street, 3rd Floor
 Boston, MA 02109

Policy Number:
 AES1209681 02
Named Insured:
 MIK Construction Inc

FORMS AND ENDORSEMENTS SCHEDULE

Coverage	Form	Ed. Date	Description
CG	AESGL062	(01/15)	EXCLUSION - DESIGNATED RESIDENTIAL CONSTRUCTION WORK
CG	AESGL225	(04/18)	ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT EXCLUSION
CG	AESGL226	(04/18)	NOTICE OF CANCELLATION – DESIGNATED ENTITY
CG	AESPN	(08/11)	ASSOCIATED INDUSTRIES INSURANCE COMPANY PRIVACY POLICY
CG	CG0001	(12/07)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG	CG0068	(05/09)	RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
CG	CG0159	(06/92)	CALIFORNIA CHANGES - EXCLUSION - FINANCIAL INSTITUTIONS
CG	CG0435	(12/07)	EMPLOYEE BENEFITS LIABILITY COVERAGE
CG	CG2010	(07/04)	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION
CG	CG2011	(04/13)	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
CG	CG2012	(05/09)	ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS
CG	CG2018	(11/85)	ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER
CG	CG2028	(07/04)	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
CG	CG2033	(07/04)	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
CG	CG2037	(07/04)	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS
CG	CG2107	(05/14)	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
CG	CG2132	(05/09)	COMMUNICABLE DISEASE EXCLUSION
CG	CG2134	(01/87)	EXCLUSION - DESIGNATED WORK
CG	CG2135	(10/01)	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG	CG2136	(03/05)	EXCLUSION - NEW ENTITIES
CG	CG2147	(12/07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG	CG2153	(01/96)	EXCLUSION – DESIGNATED ONGOING OPERATIONS
CG	CG2154	(01/96)	EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM
CG	CG2155	(09/99)	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG	CG2167	(12/04)	FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AES1209681 02

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**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
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property.	Any location where you perform work for such additional insured.
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".

POLICY NUMBER: AES1209681 02

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

POLICY NUMBER: AES1209681 02

COMMERCIAL GENERAL LIABILITY
NX GL 009 08 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34**

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON OR
ORGANIZATION FOR
WHOM THE NAMED
INSURED IS REQUIRED
UNDER WRITTEN
CONTRACT TO FURNISH
THIS WAIVER.**

Job Description
**CALIFORNIA
OPERATIONS ONLY.**

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

Endorsement Effective **08/28/2023** Policy No. **WVE 5067100 01**

Endorsement No.

Insured **MIK CONSTRUCTION INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

Bossier, Ronnie

From: Steve Han <stevehan@mikinc.us>
Sent: Friday, May 3, 2024 2:27 PM
To: Bossier, Ronnie
Subject: Re: R-24043 - RFQ Response - MIK Construction - 5/1/2024

CAUTION: EXTERNAL EMAIL

Hello Ronnie,

MIK Construction Inc. is not SBE certified.

Please let me know if there's anything else you need.

Thank you,
Steve

On Fri, May 3, 2024 at 2:12 PM Bossier, Ronnie <ronnie.bossier@lausd.net> wrote:

Good afternoon,

Please confirm the SBE status of your company by indicating that your firm is/is not SBE certified. If your is an SBE, please provide a copy of your signed certification letter.

Thanks much,



Procurement Services Division

Facilities Contracts

Ronnie Bossier
Contract Administration Analyst
333 South Beaudry Avenue, 28th Floor
Los Angeles, CA 90017
(213) 241-1527 – Cubicle 28-136-8
Email: ronnie.bossier@lausd.net

Credo: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.