

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

MEGAN K. REILLY
Deputy Superintendent



JANICE SAWYER
Interim Business Manager

JUDITH REECE
Chief Procurement Officer

June 14, 2022

E-MAIL: ajfistes@gmail.com

AJ FISTES CORPORATION

1244 North Gaffey Street
San Pedro, CA 90703

NOTICE OF AWARD

RFQ / Contract No: R-22021 / 2230018
SAP Contract No.: 4400010641
Project: JOB ORDER CONTRACTING
Project Description: PAINTING CONTRACTING SERVICES (PSA)
Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 0.9880)
Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **June 13, 2022** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

If you should have any questions regarding award of contract, please send email to xochitl.vargas@lausd.net or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas
Contract Administration Analyst

J. Reece
B. White
M. Howard, M&O
T. Keefe, M&O

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

B. Rios, A/P
M. Velasquez, Union

INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District

TO: Jorge Ballardo, Deputy Chief Procurement Officer (Facilities)
Senior Contract Administration Manager

DATE: June 9, 2022

FROM: Gayane Stepanyan,
Assistant Contract Administration Manager

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2230023

The following Contract is recommended for award.

PROJECT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-22021
PROJECT DESCRIPTION: **PAINTING CONTRACTING SERVICES (PSA)**

The contract amount is \$25,000.00 - \$1,000,000.00. The contract period is 365 calendar days. PIANA CONSTRUCTION & PAINTING, INC. is one of the successful bidders.

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

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

SCHOOL NAME AND PROJECT NO.	DOLLAR AMOUNTS	ACCOUNTING LINES		
		PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2230023 RFQ / Bid NO. R-22021	\$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:
Xochitl Vargas
129B826B483E4A2

6/9/2022

Xochitl Vargas, Contract Administrator

(Signature/date)

Jorge Ballardo

Recommendation to Award Contract No. 2230023 – MAINTENANCE & OPERATIONS UNIT (M&O)
 JOC - PAINTING CONTRACTING SERVICES
 PIANA CONSTRUCTION & PAINTING, INC. (3566)

For Use by Job Order Contracting Unit (Central Office only):

DATE RFQ WAS ADVERTISED	04/11/2022 and 04/18/2022
DATE OF LAST DUE DILIGENCE	02/26/2021
DATE OF D&B	04/08/2022
OCIP ENROLLMENT DATE	06/06/2022
CONTRACTOR PRE-QUALIFIED AT RFQ/BID DUE DATE	YES
PREQUALIFICATION EFFECTIVE DATE	06/11/2021
PREQUALIFICATION EXPIRATION DATE	06/11/2022
LEVEL / AMOUNT OF PREQUAL	II (2) / \$5,000,000
BID RELEASE DATE	05/18/2022
BID SUBMITTAL DATE	05/25/2022
DOLLAR VALUE OF AWARD	\$1,000,000
TOTAL NUMBER OF BIDDERS	9

PUBLICATIONS USED TO ADVERTISE RFQ	
Los Angeles Daily Journal	04/11/2022 and 04/18/2022
e-Bidboard	04/11/2022 and 04/18/2022
One (1) Trade Publication for Advertisement via dodge.docs@construction.com	04/11/2022
DUE DILIGENCE INDICATORS	
CONTRACTOR PERFORMANCE SCORE	95.9

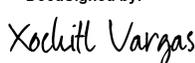
ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-22021.
 PIANA CONSTRUCTION & PAINTING, INC. is the qualified and prequalified bidder and is being awarded JOC Master Contract 2230023.
 All bid documentation and other supporting correspondence required to date have been reviewed.

 Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:

DS
BW

DS
GSL

DocuSigned by:

 129B826B483F4A2...
 Signature Date
 6/9/2022

Xochitl Vargas, Contract Administrator

DS
St

DocuSigned by:

 C0F091C08533494...
 Signature Date
 6/13/2022

Approved by: Chief Procurement Officer or Designee

Delegated Authority: Up to \$500,000, Beverly White's signature is required; Over \$500,000 and up to \$750,000, Raj Kapoor's signature required, and over \$750,000 and up to \$15,000,000, Jorge Ballardo's signature is required.

c: RCD
 OAR
 File

Los Angeles Unified School District Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

MEGAN K. REILLY
Deputy Superintendent



JANICE SAWYER
Interim Business Manager

JUDITH REECE
Chief Procurement Officer

May 31, 2022

Email: pianaconstruction@sbcglobal.net

PIANA CONSTRUCTION & PAINTING, INC.
16352 Barneston Street
Granada Hills, CA 91344

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. R-22021 / 2230023
Project: JOB ORDER CONTRACT
Project Description: PAINTING CONTRACTING SERVICES (PSA)
Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 1.0800)
Contract Duration: 365 Calendar Days

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

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

Within **five (5)** business days of this notice, by **June 6, 2022**, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to xochitl.vargas@lausd.net, and hard copies delivered via express courier of your choice or drop off at the Visitor Check-In at 333 South Beaudry Avenue, Floor 28, CUBICLE 28-136-5, Los Angeles, CA 90017, ATTN: XOCHITL VARGAS, 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:

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

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

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

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

Executed on June 3, 2022, at Granada Hills, California
Date City

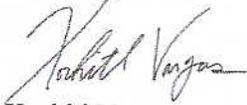

 Signature of Authorized Officer

George Papadopoulos VP Operations
Print Name Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to xochitl.vargas@lausd.net or phone call at 213-241-3102 (Desk)

Sincerely,



Xochitl Vargas
 Contract Administration Analyst

c: Alliant Insurance Services
 Inspection Section
 File

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

Piana Construction & Painting Inc.

Bidder Name: _____

1.01 BID SUBMISSION INSTRUCTIONS

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

Los Angeles Unified School District (LAUSD/District)
 Procurement Services Division - Job Order Contracting (JOC) Unit
 333 South Beaudry Avenue, 28th Floor
 Cubicle No. 28-136-5
 Los Angeles, CA 90017 (DEPOSIT BIDS IN THE DROP BOX AT LAUSD HEADQUARTERS)

- 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 25, 2022**

1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for **JOB ORDER CONTRACTING FOR PAINTING CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-22021 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

1.04 Bidder acknowledges the following Addendum:

Number

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. Base Period (12 months from Notice of Contract award or expenditure of the \$1,000,000 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	.	0	8	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:

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.

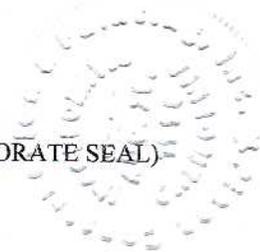
Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE: May 25, 2022

By Piana Construction & Painting Inc.
(Firm Name as it appears on Contractor's State License)

(CORPORATE SEAL)



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

Print Name: George Papadopoulos

Business Address: 16352 Barneston St.
Granada Hills CA 91344

Contractor License No.: 731555

Phone No. 818-488-1740

Email Address: pianaconstruction@sbcglobal.net

FOR PROCUREMENT USE ONLY

Contract Number
2230023

with Plans
 with Specs

1.10 ACCEPTANCE

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

Piana Construction & Painting 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 PAINTING CONTRACTING SERVICES (RFQ NO. R-22021) 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 8 - 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 Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **One Million Dollars (\$1,000,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The initial term of the Contract is one year or the expenditure of the initial Maximum Contract Value, whichever occurs first. Upon mutual consent the initial maximum value may be increased to the maximum legal value at any time. Upon mutual consent, the Contract may be extended for two option periods of 12 months each and additional Maximum Contract Value not to exceed ten million dollars (\$10,000,000) over three years. Contract Adjustment Factors shall be adjusted annually on the anniversary of the bid due date, based on the California Consumer Price Index (CCPI).

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 6/13/2022, 20 at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

Jorge Ballardo

By: C0E031CC8533494

Chief Procurement Officer or Designee

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

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number PICON-931

Merchants Bonding Company (Mutual)

Piana Construction and Painting, 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 PAINTING CONTRACTING SERVICES (R-22021)
Bid Submittal Due Date: 05/25/2022

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 will, 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 19th day of May 2022

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Piana Construction and Painting, Inc.

State of _____

SS

By (signed) [Signature]
Signature of Authorized Person

County of _____

On _____ before me,

Title VP OPERATIONS

_____, a Notary Public

Merchants Bonding Company (Mutual)

SURETY

By (signed) [Signature]
Matthew R. Dobyns / Signature of Attorney-In-Fact

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)

Address 6700 Westown Parkway

City, State West Des Moines, IA 50266-7754

Telephone 1(515) 243-8171

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
PAINTING CONTRACTING SERVICES
RFQ/BID NO. R-22021

RELEASED 04/12/2022
BID SECURITY FORM
00 4313-1

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

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

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

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

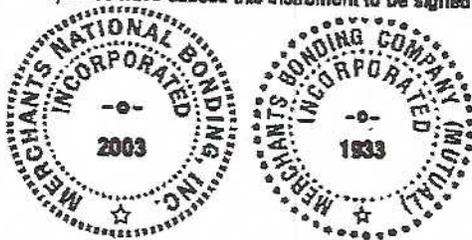
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

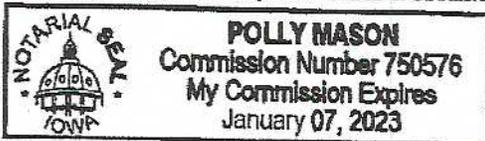
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

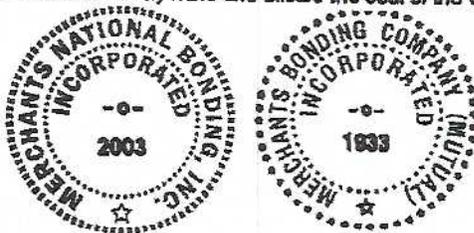


Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2022.



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

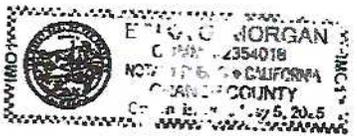
County of ORANGE

On 5/19/2020 before me, ERIKA G. MORGAN, NOTARY PUBLIC,
personally appeared MATTHEW R. DOBYNS

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

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

WITNESS my hand and official seal.



Erika G. Morgan
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

Piana Construction & Painting Inc.

Bidder Name:

1.01 GENERAL

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

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

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

1.02 ETHICS POLICY

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

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

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

None

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

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

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

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

Attend or arrange meetings with OWNER officials in person or over the phone;

- Draft recommendations for OWNER officials to consider;
 - Give gifts, meals, event tickets or other benefits to OWNER officials;
 - Introduce or market your organization's products or services to OWNER officials;
 - Provide advice or recommend a strategy to a client on OWNER matters;
 - Seek support or opposition from a third party (e.g. the public) on OWNER matters;
 - Send letters or write emails to OWNER officials in order to influence their decision-making; or
 - Take any action to influence purchasing, contracting, policy, or other decisions under consideration by OWNER officials? (*Outside of the service requirements of a contract or written agreement with OWNER and outside of a specific OWNER-issued bid process*)
- CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.**

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

- 2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf?
OR
 2b. Does a client pay your organization to conduct these activities on *the client's* behalf?

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

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

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$
Copies, publications, and other materials	\$
Transportation and meals	\$
Gifts, meals, and benefits for OWNER officials	\$
Media and advertisements	\$
Other expenses to support the selected activities	\$
Grand Total	\$0.00

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 accordance 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: Piana Construction & Painting 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;

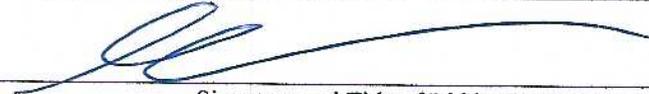
[] Have, [✓] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust 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 24, 2022, at Granada Hills, California.

By:  VP Operations
Signature and Title of Bidder Representative

Print Name: George Papadopoulos

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

1.01 GENERAL

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

State of California

County of Los Angeles

George Papadopoulos

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

VP Operations

(Name of person signing bid)

of Piana Construction & Painting Inc.

(Name of Licensee Bidding)

is the party making the

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

Bidder Name Piana Construction & Painting Inc.

Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 95-4611690

Sole Ownership

Contractor's State License: 731555

C-33, B

Classification(s)

Partnership

Corporation

Name of License Holder: Piana Construction & Painting Inc.

Other

Expiration Date: 1/31/2023

Address 16352 Barneston St.

Phone (818) 488-1740

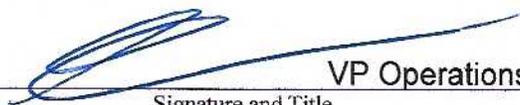
City Granada Hills State CA Zip Code 91344

Fax (818) 488-1741

"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 George Papadopoulos

Print Name



Signature and Title

VP Operations

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

Dated this 24th day of May 2022

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

END OF DOCUMENT

Bond No.: CAC 721302

DOCUMENT 00 6113

PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and Piana Construction and Painting, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated

for Job Order Contract for Painting Contracting Services R-22021/2230023

Contract Amount \$1,000,000.00

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

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 31st day of May 20 22 Piana Construction and Painting, Inc. CONTRACTOR/PRINCIPAL Merchants Bonding Company (Mutual) SURETY By Randy Spohn Attorney-in-Fact, Randy Spohn Address 6700 Westown Parkway, West Des Moines, IA 50266 Telephone Number 1(515) 243-8171 Bond Number Bond No.: CAC 721302

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

JOB ORDER CONTRACT PAINTING CONTRACTING SERVICES RFQ/BID NO. R-22021

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

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

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

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

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

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

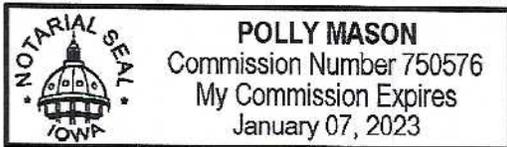


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of May, 2022.



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

On May 31st, 2022 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN

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

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



WITNESS my hand and official seal.

Erika G. Morgan
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

Bond No.: CAC 721302

**THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE**

DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and Piana Construction and Painting, Inc.

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

denominated as number R-22021/2230023

described as Job Order Contract for Los Angeles Unified
Painting Contract Services at School District

and is in the Maximum Contract Value of \$1,000,000.00,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Merchants Bonding Company (Mutual), 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 One Million Dollars and 00/100 Dollars (\$ \$1,000,000.00), 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:

JOB ORDER CONTRACT
PAINTING CONTRACTING SERVICES
RFQ/BID NO. R-22021

REVISED 01/05/2012
PERFORMANCE BOND
00 6114-1

(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 31st day of May 2022

CONTRACTOR/PRINCIPAL
Piana Construction and Painting, Inc.

By [Signature] Title VP OPERATIONS

Surety Name Merchants Bonding Company (Mutual)
Address of Surety 6700 Westown Parkway
West Des Moines, IA 50266
Telephone Number 1(515) 243-8171
Bond Number CAC 721302

By [Signature]
Attorney-in-Fact: Randy Spohn
Address 1633 E. 4th Street, Suite 228
Santa Ana, CA 92701
Telephone Number 1(714) 541-4700

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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

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

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

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

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

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

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

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

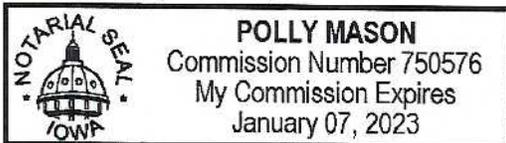


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of May, 2022.



William Warner Jr.
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

On May 31st, 2022 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

personally appeared RANDY SPOHN

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

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

WITNESS my hand and official seal.



Erika G. Morgan
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

VERIFICATION OF BONDS

Bond not verified

Bond verified

Contractor Name: **PIANA CONSTRUCTION & PAINTING, INC.**

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
06/06/2022	Merchants Bonding Company (Mutual)	05/31/2022	6700 Westown Parkway West Des Moines, IA 50266	(515) 243-8171
			Bond Verified by: Polly Mason	(515) 243-8171

RFQ# / CONTRACT NO.: R-22021 / 2230023

VERIFIED BY: Xochitl Vargas *XV*

BOND NO.: CAC 721302

LAUSD VENDOR NO.: 3566



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

MEGAN K. REILLY
Interim Superintendent of Schools

JUDITH REECE
Chief Procurement Officer

MARK HOVATTER
Chief Facilities Executive

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

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

01/25/2022

PIANA CONSTRUCTION & PAINTING
16352 BARNESTON STREET
GRANADA HILLS, CA 91344

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Micro Business Enterprise

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

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Micro Business Enterprise		02/01/2022	12/31/2023

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

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

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

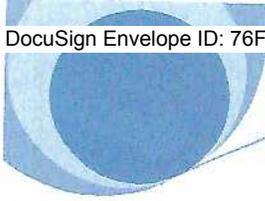
Changes to your business status that may impact your certification(s) must be reported as soon as possible. You are required to notify the LAUSD Small Business Program office or Vendor Services (VSU) of any changes impacting your certification eligibility. You may also contact VSU for assistance with Supplier Portal login credentials (username/password) or your SAP vendor number.

Small Business Program office: (213) 241-1340
Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900011087.

Sincerely,

Lorena Padilla-Melendez
Director of Community Relations and Small Business



Piana Construction & Painting Inc.

CSLB License No. 731555

May 31, 2022

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

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

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

To Whom It May Concern:

This is to confirm Piana Construction & Painting Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No 2230023 – Job Order Contract / Painting Contracting Services, 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,

Piana Construction & Painting Inc.

By: _____

Email

Close



06/06/2022

Attn: Mihail Papadopoulos

Piana Construction and Painting

16352 Barneston Street. Grananda Hills, CA 91344

Re: OCIP IV - JOC Contracts

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: 2230023

WC Policy Number: WA5-66D-067329-471

Dear Mihail Papadopoulos,

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

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2230023. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

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

Print

ADDITIONAL INFORMATIONDATE (MM/DD/YYYY)
06/06/2022

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	CERTIFICATE HOLDER Piana Construction and Painting 16352 Barneston Street. Grananda Hills, CA, 91344 Attn: Mihail Papadopoulos
INSURED Piana Construction and Painting 16352 Barneston Street. Grananda Hills, CA, 91344 Attn: Mihail Papadopoulos	

(continued from previous page)

Excess #3

Starr Indemnity & Liability Company
Policy Number: 1000024092
Policy Duration: 6/2/2022 to 5/1/2023
\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

Excess #4

ACE Property and Casualty Insurance Company
Policy Number: XCQG71124654001 (50.00%)
Policy Duration: 6/2/2022 to 5/1/2023
\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

Excess #4

Berkley National Insurance Company
Policy Number: CEX0960316100 (50.00%)
Policy Duration: 6/2/2022 to 5/1/2023
\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2022

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Progressive Tower Insurance Service 7334 Topanga Cyn Blvd., Suite #108 Canoga Park, Ca , CA 91303 Phone (818) 704-1068 Fax (818) 812-7854	CONTACT NAME: PHONE (A/C, No, Ext): (818) 704-1068 FAX (A/C, No): (818) 812-7854 E-MAIL ADDRESS: jason@progressiveins.net																					
INSURED PIANA CONSTRUCTION & PAINTING INC 16352 Barneston St Granada Hills CA 91344-	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>COLONY INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>UNITED FINANCIAL CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>EVANSTON INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td>COMPWEST INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	COLONY INSURANCE COMPANY		INSURER B :	UNITED FINANCIAL CASUALTY COMPANY		INSURER C :	EVANSTON INSURANCE COMPANY		INSURER D :	COMPWEST INSURANCE COMPANY		INSURER E :			INSURER F :		
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INSURER D :	COMPWEST INSURANCE COMPANY																					
INSURER E :																						
INSURER F :																						

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	ADDLSUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	600 GL 0208223-00	03/18/2022	03/18/2023	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			03276297-2	02/18/2022	08/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ 1,000,000.00 BODILY INJURY (Per accident) \$ 1,000,000.00 PROPERTY DAMAGE (Per accident) \$ 1,000,000.00 \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS\$			EZXS3074561	03/18/2022	03/18/2023	EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV 5505337	09/29/2021	09/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

Los Angeles Unified School District is listed as Additional Insured.
 LAUSD Contract No. R-22021 / 2230023
 Off-site Activities for Workers Comp, General Liability and Umbrella Liability
 On-site and off-site activities for Auto Liability

CERTIFICATE HOLDER Los Angeles Unified School District Procurement Services Division 333 S. Beaudry Ave. Los Angeles, CA 90017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of California
Department of Industrial Relations

Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.

Crafts (Select all that apply)

- Asbestos
- Boilermaker-Blacksmith
- Bricklayer/Brick Tender
- Carpenter
- Carpet, Linoleum, Resilient Tile Layer
- Cement Mason
- Consultant
- Driver (On/Off Hauling)
- Drywall Installer/Lather/Finisher
- Electrical Utility
- Electrician
- Elevator Constructor
- Field Surveyor
- General Building
- General Engineering
- Glazier
- Inspector/Field Soils, Material Tester
- Iron Worker
- Laborer
- Landscape
- 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

Registrations

Search Results: 1 found

Showing Page 1 of 1

PIANA CONSTRUCTION & PAINTING INC.

Detail:

Registration Number: 1000002822

Status: Active

CSLB Number: 731555

Legal Entity Type: Corporation

Mailing Address:
 16352 BARNESTON STREET
 GRANADA HILLS
 CA 91344

County: Los Angeles

Craft: Painter

Email: pianaconstruction@sbcglobal.net

Registration History

Effective Date	Expiration Date
7/1/2020	6/30/2022
7/1/2019	6/30/2020
6/14/2018	6/30/2019
5/16/2017	6/30/2018
5/2/2016	6/30/2017
6/3/2015	6/30/2016
11/17/2014	6/30/2015

DBA

Name
PIANA CONSTRUCTION & PAINTING INC.

About DIR

Who we are (<https://www.dir.ca.gov/aboutdir.html>)

DIR Divisions, Boards & Commissions (https://www.dir.ca.gov/divisions_and_programs.html)

Contact DIR (<https://www.dir.ca.gov/Contactus.html>)

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
PARADISE CONSTRUCTION AND CONTRACT MANAGEMENT, INC	9459	869786	07/13/21
PARS ARVIN CONSTRUCTION INC	7511	804404	08/05/21
PAVEWEST INCORPORATED	822191	968049	05/20/22
PERMACITY CONSTRUCTION CORP	10304	827864	01/20/22
PIANA CONSTRUCTION & PAINTING INC	3566	731555	04/08/22
PINNER CONSTRUCTION CO INC	0491	166010	06/02/22
PRIME AXIS GENERAL BUILDER INC dba AXIS BUILDER	7814	802996	02/08/22
R BROTHERS INC	11141	956208	08/26/21
RELIABLE FLOOR COVERING INC	1220	839258	07/29/21
ROYAL CONSTRUCTION & BUILDERS INC	9338	857366	12/21/21
S J AMOROSO CONSTRUCTION CO LLC	0675	331024	10/05/21
SEAN KHAN CONSULTING COMPANY INC dba SKC COMPANY	11505	992118	02/17/22
SO CAL CONSTRUCTION INC	11562	962976	06/01/22
T & M PAINTING AND CONSTRUCTION INC		810280	07/16/21
TECHNION CONTRACTORS T C I INC	8829	836664	09/08/21
THOMASVILLE CONSTRUCTION INC	11574	585556	02/17/22

Current Due Diligence Checks on File

*The contractors listed on this report have had a Due Diligence Check performed on them within the previous two (2) years. A Due Diligence Check is required for any contract of \$1,000,000 or more. The check must **not be more than 2 years old.***

<i>FIRM NAME</i>	<i>VENDOR NUMBER</i>	<i>LICENSE NUMBER</i>	<i>Due Diligence Data Sent</i>	<i>Due Diligence Received</i>
A J FISTES CORPORATION	0625	729357	02/16/22	02/24/22
ALTERNATE POWER & CONSTRUCTION INC dba DANIAL'S	11508	958181	04/25/22	05/03/22
ANDREA D'ALFONSO	11331	842598	03/07/22	03/24/22
ANGELES CONTRACTOR INC	10108	858483	06/02/22	12/19/19
AP CONSTRUCTION GROUP INC DBA AIR PLUS	4827	573122	03/18/22	04/04/22
BERNARDS BROS INC	0536	302007	02/11/21	02/23/21
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	11/09/21	11/30/21
C T G CONSTRUCTION INC dba C T GEORGIOU PAINTING C	11700	635916	06/02/22	01/27/20
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL	11535	989029	04/11/22	
D B B BUILDER INC	11922	1026149	06/03/22	
ENTERPRISE CONSTRUCTION INC	7476	783613	08/03/20	08/25/20
FREDRICK TOWERS INC	2915	572986	03/25/22	04/08/22
GENERAL 2 CONSTRUCTORS INC dba G 2 SYNTHETICS	819763	1048694	03/24/22	04/22/22
KEMP BROS CONSTRUCTION INC	4559	149816	05/24/22	01/09/20
MASTERS CONTRACTING CORPORATION	0282	466409	05/19/22	11/26/19
MATRIX ENVIRONMENTAL INC	9368	860131	05/17/22	11/02/17
MIK CONSTRUCTION INC	12051	921766	05/24/22	02/13/20
MORGNER TECHNOLOGY MANAGEMENT dba MORGNER D	8512	861169	03/07/22	
MOTOROLA SOLUTIONS INC	822529	321163	01/06/22	01/19/22
NSA CONSTRUCTION GROUP INC	4983	714457	08/13/21	08/25/21
P C N 3 INC	8880	786518	11/08/21	11/23/21
PARS ARVIN CONSTRUCTION INC	7511	804404	09/14/21	09/21/21
PAVEWEST INCORPORATED	822191	968049	05/24/22	
PCL CONSTRUCTION SERVICES INC	6670	474555	02/11/21	03/18/21
PERMACITY CONSTRUCTION CORP	10304	827864	03/16/22	03/30/22
PIANA CONSTRUCTION & PAINTING INC	3566	731555	02/12/21	02/26/21
PINMOR CONSTRUCTION LLC	822164	1061308		06/16/21
PINNER CONSTRUCTION CO INC	0491	166010	06/03/22	01/07/20
PRIME AXIS GENERAL BUILDER INC dba AXIS BUILDER	7814	802996	02/16/22	03/02/22
R BROTHERS INC	11141	956208	03/22/22	04/05/22
S J AMOROSO CONSTRUCTION CO LLC	0675	331024	10/08/21	10/21/21
SO CAL CONSTRUCTION INC	11562	962976	06/02/22	
THOMASVILLE CONSTRUCTION INC	11574	585556	02/09/21	02/11/21

Certificate Of Completion

Envelope Id: 76F71940493F4B0EAE9CD8981032804	Status: Completed
Subject: Please DocuSign: RFQ R-22021 NEW CONTRACT - Contract #2230023	
Document Type: Contract Document	
Contract Type: JOC Contract	
Contract Number: 2230023	
Total Contract Amount: 1,000,000	
Vendor Name: Piana Construction & Painting, Inc.	
Amendment Amount:	
Source Envelope:	
Document Pages: 38	Signatures: 4
Certificate Pages: 2	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Xochitl Vargas
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	xochitl.vargas@lausd.net
	IP Address: 204.108.76.160

Record Tracking

Status: Original 6/9/2022 9:46:52 AM	Holder: Xochitl Vargas xochitl.vargas@lausd.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Los Angeles Unified School District Division of Facilities Technology Services	Location: DocuSign

Signer Events

Xochitl Vargas
xochitl.vargas@lausd.net
LAUSD - PSD Facilities Contracts
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

129B826B483F4A2...
Signature Adoption: Pre-selected Style
Signed by link sent to xochitl.vargas@lausd.net
Using IP Address: 204.108.76.160

Timestamp

Sent: 6/9/2022 9:52:03 AM
Viewed: 6/9/2022 9:52:14 AM
Signed: 6/9/2022 9:52:22 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Gayane Stepanyan - ACAM
gayane.stepanyan@lausd.net
Carahsoft OBO Los Angeles Unified School District Division of Facilities Technology Services
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Signed by link sent to gayane.stepanyan@lausd.net
Using IP Address: 204.108.76.170

Sent: 6/9/2022 9:52:24 AM
Viewed: 6/9/2022 9:53:16 AM
Signed: 6/9/2022 9:55:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Beverly White
Beverly.white@lausd.net
Contract Administration Manager
LAUSD - Facilities Contracts
Security Level: Email, Account Authentication (None)


Signature Adoption: Pre-selected Style
Signed by link sent to Beverly.white@lausd.net
Using IP Address: 204.108.76.235

Sent: 6/9/2022 9:55:34 AM
Viewed: 6/9/2022 11:52:59 AM
Signed: 6/9/2022 11:53:25 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Sudeep Kapoor raj.kapoor@lausd.net Senior CAM Los Angeles Unified School District Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Signed by link sent to raj.kapoor@lausd.net Using IP Address: 204.108.76.145	<p>Sent: 6/9/2022 11:53:27 AM Viewed: 6/9/2022 11:53:46 AM Signed: 6/9/2022 11:56:37 AM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Jorge Ballardo jorge.ballardo@lausd.net Deputy Chief Procurement Officer, Fac. Los Angeles Unified School District-Facilities Contracts Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Signed by link sent to jorge.ballardo@lausd.net Using IP Address: 204.108.76.67	<p>Sent: 6/9/2022 11:56:39 AM Viewed: 6/13/2022 4:29:40 PM Signed: 6/13/2022 4:34:20 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2022 9:52:03 AM
Certified Delivered	Security Checked	6/13/2022 4:29:40 PM
Signing Complete	Security Checked	6/13/2022 4:34:20 PM
Completed	Security Checked	6/13/2022 4:34:20 PM
Payment Events	Status	Timestamps