

# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
*Superintendent*

MEGAN K. REILLY  
*Deputy Superintendent  
Business Services and Operations*

February 5, 2020



JANICE SAWYER  
*Interim Business Manager*

JUDITH REECE  
*Chief Procurement Officer*

EMAILED

[stamos@tm-painting-construction.com](mailto:stamos@tm-painting-construction.com)

T & M PAINTING AND CONSTRUCTION INC  
37310 APPLGATE ROAD  
MURRIETA, CA 92563

### NOTICE OF AWARD

**Bid No.:** 2010023 / Colin Project No. 10370379  
**Project:** PLAYA DEL REY ELEMENTARY SCHOOL (190341)  
**Project Description:** EXTERIOR PAINTING (PSA)  
**Contract Amount:** \$179,000.00  
**Contract Duration:** 125 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on February 5, 2020, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

Please contact your project Owner Authorized Representative (OAR), DEAN TRIEU, at (714) 763-3064 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at (213) 241-0457.

Sincerely,

  
Cynthia Vargas  
Contract Administration Analyst

c: YEGHISHE MINASSIAN, RPM  
DEAN TRIEU, (OAR)  
Inspection Section  
John McEvoy  
Elvis Tran  
Ronice White  
Alliant Insurance Services  
File (Bid No: 2010023)  
Existing Facilities /S

(When required)

RECORDING REQUESTED BY AND MAIL TO:

**LOS ANGELES DAILY JOURNAL**

~ SINCE 1888 ~

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

CYNTHIA VARGAS (213) 241-0457  
LAUSD/FACILITIES CONTRACTS  
PO#1690001.04-4400003962 333 SO. BEAUDRY AV  
LOS ANGELES, CA - 90017

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of Los Angeles ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

2010023, PLAYA DEL RAY ELEMENTARY SCHOOL, EXTERIOR PAINTING  
(190341)

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

12/09/2019, 12/16/2019

Executed on: 12/16/2019  
At Los Angeles, California

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



Signature



Email

\* A 0 0 0 0 0 5 3 1 0 6 6 2 \*

This space for filing stamp only

DJ #: 3321361

**NOTICE TO CONTRACTORS**

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

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

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

DATE OF BID OPENING: **January 3, 2020 (Friday @ 10:00 AM)**

**BID NUMBER: 2010023 EXTERIOR PAINTING (PSA) at PLAYA DEL RAY ELEMENTARY SCHOOL (190341)**

Mandatory Pre-bid Meeting: 12/23/2019 (Monday @ 10:00 AM); Prime contractor shall hold license in the following classification(s): \* **B or C-33** " license required. Contractor Caused Compensable Delay (L.D.): **\$250.00** per calendar day. The anticipated construction range for the Work of this Project is **\$96,000.00** to .

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

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

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

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

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

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

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

Each bid shall be in accordance with drawings, specifications and other contract documents now on file at Facilities Construction Contracts, 333 S. Beaudry Ave. Los Angeles, CA 90017. Bidding documents are available online at [www.crisping.com](http://www.crisping.com) in the "Public

Planroom" and will be available Monday through Friday on **12/10/2019** at Los Angeles Office (Downtown) 1829 S. Main Street Los Angeles, CA 90015 Business Hours: 7:00 a.m. to 6:00 p.m. A fee will be charged for plans and specifications.

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

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

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

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

DATED: 12/5/19

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

12/9, 12/16/19

DJ-3321361#



## BID AND ACCEPTANCE FORM

Bidder Name: **T&M Painting and Construction Inc,**

## 1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date; and deposit with **Los Angeles Unified School District, Facilities Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017.** The bid shall be submitted by the bid due date at the customer service desk located in the first floor lobby of the building. The bid will be opened and read on the 28<sup>th</sup> Floor, Room 28-102, about one-half hour after the bid deadline.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: **Before 10:00 A.M. on January 10, 2020** ✓

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

## 1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **PLAYA DEL REY ELEMENTARY SCHOOL, EXTERIOR PAINTING (PSA), PROJECT NUMBER 10370379/190341** in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division  
Los Angeles Unified School District

## 1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number  
**ADD 1** ✓ **ADD 2** ✓ \_\_\_\_\_

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

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

**ONE HUNDRED, SEVENTY-NINE THOUSAND** (\$ **\$179,000.00** ✓)  
(numeric figures)

## 1.05 BID ITEMS

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

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

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

ADDENDUM 2  
EXTERIOR PAINTING  
PLAYA DEL REY ELEMENTARY SCHOOL

REVISED 7/1/2019  
BID AND ACCEPTANCE FORM  
00 4100-1

1.09 BASIS OF AWARD OF CONTRACT:

- A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
- B. **OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**Article 1 - Scope of Work**

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

***PLAYA DEL REY ELEMENTARY SCHOOL – EXTERIOR PAINTING***

01002 **201023 / 10370379**  
[Contract Number/Project Number(s) – to be filled in by Facilities Contracts]

**Article 2 - Time for Completion**

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be **125** calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

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

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

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

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

**Article 4 - Insurance**

The OWNER maintains an Owner Controlled Insurance Program (OCIP). The specific provisions of that program are set forth in the General Conditions. CONTRACTOR will provide its own insurance coverage as to all types of

ADDENDUM 2  
EXTERIOR PAINTING  
PLAYA DEL REY ELEMENTARY SCHOOL

REVISED 7/1/2019  
BID AND ACCEPTANCE FORM  
00 4100-2



insurance not provided for in the program and relevant to the Project in amounts of coverage and by carriers approved by the OWNER.

**Article 5 - Bonding**

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

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

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

BID DATE: January 10th, 2020

By T&M Painting and Construction Inc, (SEAL)  
(Firm Name as it appears on Contractor's State License)

**Stamatios Stamos Fournaris**

(Authorized person to sign bid – print name)



(Signature of authorized person to sign bid)

Business Address: 37310 Applegate Rd  
Murrieta, CA 92563

Phone No. (951)894-7308

Fax No. (951)900-6165

Email Address stamos@tm-painting-construction.com

FOR FC USE ONLY

Contract Number  
2010023

☐ 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

T & M Painting and Construction Inc  
{Name as it appears on Contractor's State License - to be filled in by OWNER / Facilities Contracts }  
a corporation  
{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as **Playa Del Rey Elementary School** and commonly referred to as **Exterior Painting**.

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

**Article 7 - Contract Amount**

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of one hundred and seventy-nine thousand dollars  
(To be filled in by OWNER / Office of Facilities Contracts)  
(\$ 179,000.00), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on February 5, 2020 at Los Angeles, California.  
(To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Facilities Contracts Administrator (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up to \$100K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: Beverly J. White

CHIEF PROCUREMENT OFFICER, DIRECTOR OF FACILITIES CONTRACTS, FACILITIES CONTRACTS ADMINISTRATOR, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT CONTRACT ADMINISTRATION MANAGER

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

END OF DOCUMENT

ADDENDUM 2  
EXTERIOR PAINTING  
PLAYA DEL REY ELEMENTARY SCHOOL

REVISED 7/1/2019  
BID AND ACCEPTANCE FORM  
00 4100-4



## BID SECURITY FORM

Bond Number TMPAI-081

North American Specialty Insurance Company ✓

Surety

T &amp; M Painting and Construction, Inc. ✓

Bidder

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

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

Project Description: **EXTERIOR PAINTING** at Playa del Rey Elementary School

Date of Bid Opening: January 3rd, 2020 at 10AM

Project Number(s): **10370379/190341** 10thContract Number: **2010023**

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

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

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

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

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

Dated this 23rd day of December 20 19

## ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

T &amp; M Painting and Construction, Inc.

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

BIDDER

SS

By (signed) Signes Fourmaris SPR  
Signature of Authorized Person

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

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

Title Project Manager

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

North American Specialty Insurance Company ✓

SURETY

By (signed) Matthew R. Dobyns  
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 777 S. Figueroa Street, Suite 3700City, State Los Angeles, CA 90017Telephone 1(213) 337-3086

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

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

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

END OF DOCUMENT

EXTERIOR PAINTING  
PLAYA DEL REY ELEMENTARY SCHOOL

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

RANDY SPOHN, MATTHEW R. DOBYNS, and ASHLEY M. SPOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14 day of FEBRUARY, 2018.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 14 day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of December, 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



**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.

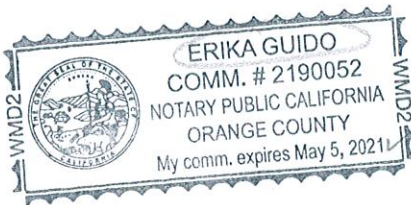
State of CALIFORNIA

County of ORANGE

On 10/23/2019 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

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



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

**WITNESS my hand and official seal.**

  
Signature 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)**

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

## SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: **T&M Painting and Construction Inc,**

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

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor's State License)	<u>LICENSE NO.</u>	<u>DIR REGISTRATION NO.</u>	<u>LOCATION OF BUSINESS (CITY, STATE)</u>
N/A				

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

END OF DOCUMENT

EXTERIOR PAINTING  
 PLAYA DEL REY ELEMENTARY SCHOOL  
 ADDENDUM 1

REVISED 12/12/2019  
 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST  
 00 4336-1



## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: **T&M Painting and Construction Inc,**

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

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

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

## 1.02 ETHICS POLICY

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

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

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

N/A ✓

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

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

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

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

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

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

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

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

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

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

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

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$ 0
Copies, publications, and other materials	\$ 0
Transportation and meals	\$ 0
Gifts, meals, and benefits for OWNER officials	\$ 0
Media and advertisements	\$ 0
Other expenses to support the selected activities	\$ 0
Grand Total	\$ 0

#### **INSTRUCTIONS**

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

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

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



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

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

#### 1.04 PREVAILING WAGES

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

Labor Compliance Program  
333 South Beaudry Avenue, 21<sup>st</sup> Floor  
Los Angeles, CA 90017

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

#### 1.05 PREQUALIFICATION

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

#### 1.06 PROJECT STABILIZATION AGREEMENT (PSA)

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

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

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



# Los Angeles Unified School District

## Procurement Services Division

AUSTIN BEUTNER  
Superintendent

MEGAN K. REILLY  
Deputy Superintendent  
Business Services and Operations



JANICE SAWYER  
Interim Business Manager

JUDITH REECE  
Chief Procurement Officer

January 15, 2020

**T&M Painting and Construction Inc,**  
37310 Applegate Rd  
Murrieta, CA 92563  
**Attn: Mr. Stamatios Stamos Fournaris, Project Manager**

FAX (951) 900-6165

SUBJECT: Playa Del Rey Elementary School  
**Exterior Painting**  
Project #190341 / Contract #2010023

**RE: BID DOCUMENT IRREGULARITIES**

Thank you for submitting your bid on January 10, 2020, for the above mentioned project. After a careful review of your documents, this office has found the following irregularity:

**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.**

**The irregularity must be corrected by close of business (4:30PM), Thursday, January 16, 2020.**

To cure the irregularity, on your company letterhead, **copy this irregularity in its entirety with the appropriate box checked.** *This statement must be declared under penalty of perjury.*

If you have any questions do not hesitate to contact me.

Thank you,

Cynthia Vargas, Contract Administration Analyst  
(213) 241-0457

**PROCUREMENT SERVICES DIVISION**  
333 S. Beaudry St., 28<sup>th</sup> Floor, Los Angeles, CA 90017  
Telephone (213) 241-3087 ♦ Fax (213) 241-8945



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 1/2/2020, at Murrieta, California.

By: Stamos Fournaris  Project Manager  
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT





**January 15, 2020**

**To: Cynthia Vargas**  
Los Angeles Unified School District  
Procurement Services Division

**Subject: Playa Del Rey Elementary School**  
Exterior Painting  
Project # 190341 / Contract # 2010023

**Bid Document Irregularities**

**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.

"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."

**Stamatis Stamos Fournaris**

## 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 Riverside ss.Stamos Fournaris

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

(Name of person signing bid)

Project Manager of T&M Painting and Construction Inc. is the party making the  
 (Title of Signer) (Name of Licensee Bidding)

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

Bidder Name T&M Painting and Construction Inc

Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐Partnership ☐Corporation ☒Other ☐IRS Employers Identification Number: 52-2349222

Contractor's State License: 810280 C-33  
 Number Classification(s)

Name of License Holder: Terry TsetserisExpiration Date: 7-31-2020Address 37310 Applegate RdPhone (951) 894-7308City Murrieta State CA Zip Code 92563Fax (951) 900-6165

"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 Stamatios Stamos Fournaris

Print Name

Signature and Title

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

Dated this 30th day of December 20 19

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

END OF DOCUMENT



Printed on: 12/30/2019 11:21:18 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



## Office of Small Business & DVBE Services

**Certification ID:** 15950

**Legal Business Name:**

T & M PAINTING AND CONSTRUCTION  
INC

**Doing Business As (DBA) Name 1:**

T & M PAINTING & CONSTRUCTION INC

**Doing Business As (DBA) Name 2:**

**Address:**

37310 Applegate road  
Murrieta  
CA 92563

**Email Address:**

info@tm-painting-construction.com

**Business Web Page:**

<http://www.TM-Painting-construction.com>

**Business Phone Number:**

951/894-7308

**Business Fax Number:**

951/900-6165

**Business Types:**

Construction

Certification Type	Status	From	To
SB(Micro)	Approved	07/05/2019	07/31/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Bond No.: 2301151

DOCUMENT 00 6113  
PAYMENT BOND  
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and T & M PAINTING AND CONSTRUCTION, INC.

hereinafter called the CONTRACTOR, have entered into a Contract

for: EXTERIOR PAINTING (PSA) AT PLAYA DEL REY (190341)

Contract Amount: ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS (\$179,000.00)

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

PAYMENT BOND

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

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

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

Signed and sealed this 29th day of January 20 20

CONTRACTOR/PRINCIPAL  
T & M PAINTING AND CONSTRUCTION, INC.

By [Signature] Title V. P.

Surety Name North American Specialty Insurance Company  
Address of Surety 777 S. Figueroa Street, Suite 3700  
Los Angeles, CA 90017  
Telephone Number 1(213) 337-3086  
Bond Number 2301151

By [Signature]  
Attorney-in-Fact: Matthew R. Dobyns  
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 Amount.

Conny B. McCormack, County Clerk

Date \_\_\_\_\_ By \_\_\_\_\_ Deputy

#2010023/CV

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

RANDY SPOHN, MATTHEW R. DOBYNS, and ASHLEY M. SPOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14 day of FEBRUARY, 2018.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 14 day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of January, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



# 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 1/29/2020 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS,

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



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

**WITNESS my hand and official seal.**

Erika Guido  
Signature of Notary

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

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

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

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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 **T & M PAINTING AND CONSTRUCTION, INC.**

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

denominated as number **2010023**,

described as **EXTERIOR PAINTING (PSA)** at **PLAYA DEL REY ELEMENTARY SCHOOL (190341)**

and is in the Contract Amount of **\$179,000.00**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and North American Specialty Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **ONE HUNDRED SEVENTY-NINE THOUSAND Dollars (\$179,000.00)**, 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 Contract Amount; or

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

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

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

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

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

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

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

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

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

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

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

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

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract

Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 29th day of January 20 20

CONTRACTOR/PRINCIPAL  
T & M PAINTING CONSTRUCTION, INC.

By [Signature] Title V.P.

Surety Name North American Specialty Insurance Company  
Address of Surety 777 S. Figueroa Street, Suite 3700  
Los Angeles, CA 90017  
Telephone Number 1(213) 337-3086  
Bond Number 2301151

By [Signature]  
Attorney-in-Fact : Matthew R. Dobyns,  
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 Amount.
Conny B. McCormack, County Clerk	
Date _____	
By _____	Deputy

#2010023/CV

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

EXTERIOR PAINTING  
PLAYA DEL REY ELEMENTARY

REVISED 01/05/2012  
FAITHFUL PERFORMANCE BOND  
00 6114-3



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

RANDY SPOHN, MATTHEW R. DOBYNS, and ASHLEY M. SPOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14 day of FEBRUARY, 2018.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 14 day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of January, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



# 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

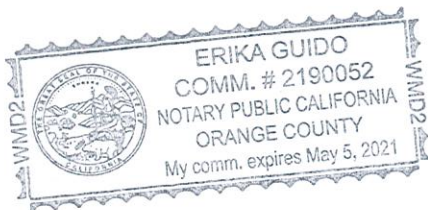
On 1/29/2020 before me, ERIKA GUIDO, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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

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

WITNESS my hand and official seal.



Erika Guido  
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)

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



## Company Profile

**COMPANY PROFILE**

Company Search

**Company Information**

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

[Workers' Compensation Complaint and Request for Action/Appeals Contact Information](#)

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

**1200 MAIN STREET  
KANSAS CITY, MO 64105**

**Old Company Names****Effective Date****Agent For Service**

Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	29874
California Company ID #:	3208-6
Date Authorized in California:	06/30/1989
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW HAMPSHIRE

[back to top](#)

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance &amp; Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

**NAIC Group List**

NAIC Group #: **0181** SWISS RE GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
PLATE GLASS  
SPRINKLER  
SURETY  
WORKERS' COMPENSATION



[back to top](#)

© 2008 California Department of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2020

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

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

<b>PRODUCER</b> Tutton Insurance Services 2913 S Pullman Street License #0B89376 Santa Ana CA 92705		<b>CONTACT NAME:</b> Certificate Dept. <b>PHONE (A/C, No, Ext):</b> (949) 261-5335 <b>FAX (A/C, No):</b> (949) 261-1911 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> T & M Painting and Construction, Inc. 37310 Applegate Rd. Murrieta CA 92563		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: West American Insurance</td> <td>44393</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER C: American Fire &amp; Casualty Ins.</td> <td>24066</td> </tr> <tr> <td>INSURER D: Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER E: Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: West American Insurance	44393	INSURER B: Ohio Security Insurance Co.	24082	INSURER C: American Fire & Casualty Ins.	24066	INSURER D: Everest Premier Insurance Company	16045	INSURER E: Lloyds of London		INSURER F:	
INSURER	NAIC #																
INSURER A: West American Insurance	44393																
INSURER B: Ohio Security Insurance Co.	24082																
INSURER C: American Fire & Casualty Ins.	24066																
INSURER D: Everest Premier Insurance Company	16045																
INSURER E: Lloyds of London																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** 20/21 Liab/Auto/XS/WC **REVISION NUMBER:**

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

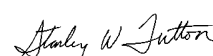
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKW55853859	11/25/2019	11/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS55853859	08/23/2019	08/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESA55853859	11/25/2019	11/25/2020	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	7600021198201	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Sexual Misconduct Coverage - Retention - \$25,000 / Any One Victim			AUGASG0028	06/24/2019	06/24/2020	Limit - Any One Victim \$1,000,000 Limit - All Victims \$2,000,000 Limit - Safeguard Costs \$50,000

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

RE: Playa Del Rey Elementary (12221 Juniette St. Culver City, CA 90230)  
 Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

## Vargas, Cynthia

---

**From:** WrapX.NoReply <WrapX.NoReply@alliant.com>  
**Sent:** Wednesday, February 05, 2020 3:42 AM  
**To:** george@tm-painting-construction.com  
**Cc:** george@tm-painting-construction.com; Kathleen.Dalessandro@alliant.com; Aguilera, Aristeo; beverly.williams@lausd.net; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie; Jusay, Lourdes; Castellon, Maria; Peoples, Wayne; Siu, Diane; Worshim-McCloud, Angela; Hughes, Donald; Martinez, Rosario; Takeda, Rosanna  
**Subject:** OCIP IV Projects / 2010023 / Welcome Letter Packet  
**Attachments:** Additional Insured wording for offsite certificates\_LAUSD4.pdf; Contractor Certificate .pdf



02/05/2020

Attn: George Foumaris  
T & M Painting and Construction, Inc.  
37310 Applegate Road Murrieta, CA 92563  
**Work Location:** 6110 - Playa Del Rey Elementary School

Re: OCIP IV Projects  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 2010023  
WC Policy Number: WA5-66D-067144-678

Dear George Foumaris,

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 2010023. 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 6110 - Playa Del Rey Elementary School project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.



- **Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's X-mod.**
- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed. WrapX website: (<https://AlliantWrapx.alliantinsurance.com/ContractorPortal>)

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

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

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

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

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

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

Enclosures: Certificate of Insurance  
Additional Insured wording for offsite certificates

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/05/2020

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

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

<b>PRODUCER</b>  Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811		<b>CONTACT NAME:</b> Kathleen Dalessandro	
		<b>PHONE</b> (A/C, No, Ext): (213) 270-0156	<b>FAX</b> (A/C, No):
		<b>E-MAIL ADDRESS:</b> Kathleen.Dalessandro@alliant.com	
<b>INSURED</b>  T & M Painting and Construction, Inc. 37310 Applegate Road Murrieta, CA, 92563 Attn: George Fommaris		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	<b>NAIC#</b> 23035
		<b>INSURER B:</b> Everest National Insurance Company	10120
		<b>INSURER C:</b> LM Insurance Corporation	33600

**COVERAGES****CERTIFICATE NUMBER: 142675****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-661-067129-028	01/27/2020	05/01/2023	GL-EachOccurrence	\$2,000,000
							GL-DamageToRentedPremises	\$1,000,000
							GL-MedExp	\$10,000
							GL-Personal&AdvInjury	\$2,000,000
							GL-GeneralAggregate	\$4,000,000
							GL-ProductsComp/OPAggregate	\$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						AL-CombinedSingleLimit	
							AL-BodilyInjury(Per person)	
							AL-BodilyInjury(PerAccident)	
							AL-Property Damage(Per Accident)	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS - MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XC1EX00107181	01/27/2020	05/01/2023	EUL-Aggregate	\$10,000,000
							EUL-EachOccurrence	\$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Pollution Liability			WA5-66D-067144-678	01/27/2020	05/01/2021	<input checked="" type="checkbox"/> WC-StatutoryLimits	Other
							WC-E.L.EachAccident	\$1,000,000
							WC-E.L.DiseasePolicyLimit	\$1,000,000
							WC-E.L.Disease EachEmployee	\$1,000,000
							PL-AggregateLimit	
PL-PerOccuranceLimit								

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2010023 at the following schools: 6110 - Playa Del Rey Elementary School. The coverage is effective from the start date of the contract, 01/27/2020, through the completion of the work onsite, or completion of the project, whichever is first.

**CERTIFICATE HOLDER****CANCELLATION**

T & M Painting and Construction, Inc.  
37310 Applegate Road  
Murrieta, CA, 92563  
Attn: George Fommaris

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

AUTHORIZED REPRESENTATIVE : AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)  
02/05/2020

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	<b>CERTIFICATE HOLDER</b> T & M Painting and Construction, Inc. 37310 Applegate Road Murrieta, CA, 92563 Attn: George Foumaris
<b>INSURED</b> T & M Painting and Construction, Inc. 37310 Applegate Road Murrieta, CA, 92563 Attn: George Foumaris	

(continued from previous page)

## Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 1/27/2020 to 5/1/2023

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

## Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 1/27/2020 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

## Excess #4

ACE Property and Casualty Insurance Company

Policy Number: XCQG71124654001 (50.00%)

Policy Duration: 1/27/2020 to 5/1/2023

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

## Excess #4

Berkley National Insurance Company

Policy Number: CEX0960316100 (50.00%)

Policy Duration: 1/27/2020 to 5/1/2023

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





February 4, 2020

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

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

Dear Sir:

This is to confirm **T&M Painting and Construction 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 2010023. Name of Project/school EXTERIOR PAINTING PLAYA DEL REY ELEMENTARY SCHOOL (190341)**, 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,

**T&M Painting and Construction Inc,**  
**Stamos Fournaris                      Project Manager / Estimator**

A handwritten signature in blue ink, appearing to be 'Stamos Fournaris', is written over the printed name.