Los Angeles Unified School District Procurement Services Division

AUSTIN BEUTNER Superintendent

MEGAN K. REILLY Deputy Superintendent



DAVID D. HART Chief Financial Officer

JANICE SAWYER
Interim Business Manager

JUDITH REECE Chief Procurement Officer

Sent Via Email: campainting@sbcglobal.net

April 30, 2020

CAM PAINTING, INC

29 Hackamore Lane, Bell Canyon, CA 91307

Attn: Priamos Yennaris, President

NOTICE OF AWARD

Contract / Scope / Colin: 2010048 / 191040 / 10370384

Project Name: SUNLAND ELEMENTARY SCHOOL

Project Description: EXERIOR PAINTING (PSA)

Contract Amount: \$238,000.00 Contract Duration: 120 Calendar Day

This is your notice that you have been awarded the contract for the above-referenced project on **April 30, 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; LAUSD-Reprographic Unit will contact you for the delivery method.

Please contact your project Owner Authorized Representative (OAR), Mark Fairhurst, at (818) 654-3592 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 email me at diane.siu@lausd.net

Sincerely,

Diane Siu

Diane Siu

Contract Administration Analyst

c: MICHAEL HOWARD, RFD MARK FAIRHURST, OAR Inspection Section John McEvoy Elvis Tran Ronice White Alliant Insurance Services File (Bid No: 2010048) Existing Facilities /S

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

DIANE SIU 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

BID - NOTICE INVITING BIDS Notice Type:

Ad Description:

2010048, SUNLAND ELEMENTARY SCHOOL, EXTERIOR PAINTING (PSA)

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

03/03/2020, 03/09/2020

Executed on: 03/09/2020 At Los Angeles, California

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

) Hanklen



DJ#: 3348515

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-

receive bids from the Districts 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 OR BID OPENING. DATE OF BID OPENING

DATE OF BID OPENING:
March 26, 2020 (THURSDAY@ 10:00
AM)
BID NUMBER: 2010048
EXTERIOR PAINTING (PSA) at
SUNLAND ELEMENTARY SCHOOL

EXTERIOR PAINTING (PSA) at SUNLAND ELEMENTARY SCHOOL (1901040-10370384.).

Mandatory Pre-bid Meeting: MARCH 13, 2020 (FRIDAY @ 10:AM). Prime contractor shall hold license in the following classification(s): "C-33 only "license required. Contractor Caused Compensable Delay (L.D.): \$500.00 per calendar day. The anticipated construction bond estimate for the Work of this Project is \$255,000.00.

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

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.

nonresponsive.

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: Support Services/Labor C Compliance

Support Services/Labor Compliance Program

333 S. Beaudry Avenue, 19th 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 Contracts, 333 S. Beaudry Ave.
Los Angeles, CA 90017. Bidding documents are available online at

www.crispimg.com and will be available Monday through Friday on 03/04/2020 at Crisp Imaging, 1829 S. Main St., Los Angeles, CA 90015 from 7:00 a.m. through 6:00 p.m. A fee will be charged for plans and specifications.

On February 25, 2003, the Board of Education adopted a twenty-five (25%) participation goal for Small Business Enterprise (SBE), per contract, based on the basis of award amount of funds allocated to the school construction and modernization program. This goal will be included in each construction contract. Each bid shall be made out on a form to be obtained in Facilities Contracts; shall be sealed and filed with the Facilities Contracts, Sangles, 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.

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: 2/27/20
BOARD OF EDUCATION OF THE CITY
OF LOS ANGELES by Facilities Services Division. 3/3, 3/9/20

DJ-3348515#

DOCUMENT 00 4100

157m

BID AND ACCEPTANCE FORM

Bidder Name: CAM Painting 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, Procurement Services/Facilities Contracts, 8525 Rex Road, Pico Rivera, CA 90660. The bid shall be submitted by the bid due date in a drop box at the Lobby of the building. For now, we will not holding public bid opens, just accepting the bids.
- 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 10:30 A.M. on April 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:

SUNLAND ELEMENTARY SCHOOL - EXTERIOR PAINTING (PSA)
Contract: 2010048 / Project: 10370384 / Scope: 191040

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 N

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:

1.06 BID ITEMS: N/A

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

- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.
- 1.09 BASIS OF AWARD OF CONTRACT:
 - A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid. N/A
 - 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:

SUNLAND ELEMENTARY SCHOOL - EXTERIOR PAINTING (PSA) Contract: 2010048 / Project: 10370384 / Scope: 191040

[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 <u>120</u> calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

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

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

Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE: 04/07 4/10 ,2	0_20
By CAM Painting Inc.	(SEAL
(Firm Name as it appears on Contractor's State License)	
Priamos Yennaris	
(Authorized person to sign bid – print name)	
(Signature of authorized person to sign bid)	
Business Address: 29 Hackamore Lane, Bell Canyon CA-91307	
Phone No. 818-716-7410	
Fax No. 818-716-7443	
Email Address campainting@sbcglobal.net	

FOR FC USE ONLY

Contract Number 2010048

☐ with Plans X 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
Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts }
, a <u>CORPORATION</u> {sole ownership, partnership, corporation, joint venture, or other}
This Contract is for the purpose of constructing that Project identified as SUNLAND ELEMENTARY SCHOOL and commonly referred to as EXTERIOR PAINTING (PSA)
CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.
Article 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 TWO HUNDRED THIRTY - E. G. H.T. THOUSAND DOLLARS (To be filled in by OWNER / Office of Facilities Contracts) (\$\frac{2380000}{2000}\), 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 April 30 , 20 20 at Los Angeles, California. (To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Facilities Contracts Administrator (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up to \$100K))
LOS ANGELES UNIFIED SCHOOL DISTRICT
Ru Leslie Curtis

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

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

END OF DOCUMENT

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL ADDENDUM 01

ADMINISTRATION MANAGER

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

DOCUMENT 00 4313

BID SECURITY	FORM	
Bond Number CAMPA-1234		, e
United States Fire Insurance Company		Surety
CAM Painting, Inc.	F	Bidder
THE LOS ANGELES UNIFIED SCHOOL DISTRICT, acting by and through its	BOARD OF EDUCATION OF THE CITY	81
OF LOS ANGELES OWNE	ER/Obligee	
TEN PERCENT (10%) OF THE AMOUNT OF THE BASE BID ATTACHED	Amount of Bond	Į.
Project Description: Exterior Painting	* * * * * * * * * * * * * * * * * * *	
Date of Bid Opening: March 26th, 2020 Project Number(s): 10370384		
Contract Number: 2010048	•	
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, v	which is attached hereto and made part thereof.	
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly are	nd severally, to OWNER in the amount set forth above,	lawful money
of the United States, for which payment we bind ourselves, our heirs, executors, ad		
If the bid or any part of the bid shall be accepted and a contract awarded to the bid the terms, conditions, and obligations to be kept and performed on the part of the bid.	der by OWNER, and if the bidder shall well, truly and fu	lly perform all
and shall furnish bond(s) as required by the contract and specifications, or the call f	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 min by law, or longer through mutual agreement of the OWNER and bidder.	nimum period of 60 days from the date of the bid, or lor	iger if required
This instrument and the amount of money set forth above shall be applied toward, be	out shall not be considered a limitation upon, any dame	nes which may
be sustained by OWNER if the bidder fails to execute a written contract, or fails to s	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 inst money set forth above. In addition to the liability of the Surety under this bond, the	trument shall be and hereby is expressly limited to the a	mount of
bond reasonable attorneys' fees and costs, even if such amounts exceed the penal	I sum of this bond.	agnit on tins
Dated this18thday of _March20 _20.		
7-50 Paris 1979	ACKNOWLEDGMENT BY AN ATTORNE	Y-IN-FACT
CAM Painting, Inc.	State of	¥)
BIDDER	Countries	SS
By (signed)	County of	(*
Signature of Authorized Person	On	_, before me,
Title Prosinger	,а	Notary Public
		, ,
$\phi_{i,j}$	Personally appeared Personally known to me (or proved to me	on the basis
United States Fire Insurance Company	of satisfactory evidence) to be the person	whose name
SURETY	is subscribed to this instrument and acknow me that he/she executed the same in his/he	
(KONINIA SON	capacity, and that by his/her signature on the	ne instrument
By (signed) Randy Spohl Signature of Attorney-In-Fact	the person, or the entity upon behalf of which acted, executed the instrument.	the person
Training Charles	WITNESS my hand and official seal.	
Address 305 Madison Avenue	N1	(Notary Seal)
7: 7/4//S : 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		
City, State Morristown, NJ 07962		
Telephone (303) 846-1914	Ci-sta fill	
ATTACH CERTIFIED COPY OF POWER OF ATTORN		
(THIS DOCUMENT <u>CANNOT</u> BE ALTE		sivel
END OF DOC		
EXTERIOR PAINTING	REVISED 01/	05/2012
STINI AND ELEMENTARY SCHOOL	RID-SECTIBITY	

00 4313-1

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

04251403820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Erika Guido, Ashley Spohn, Zara Spohn

each, its true and lawful Attorney(s)-ln-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



Anthony R. Slimowicz, Executive Vice President

Jamara Hatkin

UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 18 day of March 20 20

APLONE

Al Wright, Senior Vice President



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 March 18th, 2020 before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC, personally appeared _____RANDY SPOHN who proved to me on the basis of satisfactory evidence to be the person(s) \boxtimes 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 ASHLEY MARIE SPOHN instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. COMM. # 2188665 ≤ NOTARY PUBLIC CALIFORNIA ORANGE COUNTY I certify under PENALTY OF PERJURY under the laws of the State of My comm. expires Mar. 27, 2021 California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. **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 LIMITED PARTNER(S) TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

4/14/2020 Company Profile



COMPANY PROFILE

Company Profile

Company Search Company Information

Company Information Old Company

Names

UNITED STATES FIRE INSURANCE COMPANY

305 MADISON AVE MORRISTOWN, NJ 07960-6117

Agent for Service

Reference Old Company Names Information

Effective Date

NAIC Group List

MJR FIRE INSURANCE COMPANY

12/31/2003

Lines of Business

Agent For Service

Compensation

George Burr

Complaint and Request for

Workers'

1100 Town and Country Road

Action/Appeals Suite 550

Contact Information

Orange CA 92868

Financial Statements

PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company

Enforcement Action

Composite

Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer **Reference Information**

NAIC #:	21113
California Company ID #:	4821-5
Date Authorized in California:	12/31/2003
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

back to top

NAIC Group List

NAIC Group #: 0158 FAIRFAX FIN GRP

4/14/2020 Company Profile

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT

DISABILITY

FIRE

LIABILITY

MARINE

MISCELLANEOUS

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

Bond No.: 602-120898-9

DOCUMENT 00 6114 PERFORMANCE BOND

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION.

Hereinafter called OWNER, and CAM PAINTING, INC.

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

denominated as number 2010048,

described as EXTERIOR PAINTING (PSA) at SUNLAND ELEMENTARY SCHOOL (10370384)

and is in the Contract Amount of \$238,000.00

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and <u>United States Fire Insurance Company</u>, 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 <u>TWO HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$238,000.00)</u>, 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 21st day of	
CAM PAIN	DR/PRINCIPAL NTING, INC.
Surety Name United States Fire Insurance Company Address of Surety 305 Madison Avenue	By Attorney-in-Fact: Matthew R. Dobyns Address 1633 E. 4th Street, #228
Morristown, NJ 07962 Telephone Number <u>1(303) 846-1914</u> Bond Number <u>602-120898-9</u>	Santa Ana, CA 92701 Telephone Number 1(714) 541-4700
The OWNER will obtain the following certification:	
CERTIFICATION BY LOS ANGE I hereby certify: 1. That the Surety named above has been certified by the Stasuch authority is in full force and effect. 2. That there is on file in this office the financial statement of showing capital and surplus not less than ten times the am	ate Insurance Commissioner as an admitted Surety Insurer and that of the surety for the period ending
DateBy	

#2010048/DS

(THIS DOCUMENT $\underline{\text{CANNOT}}$ BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

04251403820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Erika Guido, Ashley Spohn, Zara Spohn

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

Jamara Katkin

State of Pennsylvania } County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	er completing this certificate verifies only the identity of the ent to which this certificate is attached, and not the truthfulness, ment.
County of ORANGE	
on 4/01/0000	before me <u>, ERIKA GUIDO, NOTARY PUBLIC</u> ,
personally appearedMATTH	EW R. DOBYNS,
w ad al ir	ho proved to me on the basis of satisfactory evidence to be the person(s) hose name(s) is/are subscribed to the within instrument and cknowledged to me that he/she/they executed the same in his/her/their athorized capacity (ies), and that by his/her/their signature(s) on the strument the person(s), or the entity upon behalf of which the person(s) cted, executed the instrument.
ERIKA GUIDO COMM. # 2190052 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY ORANGE COUNTY	certify under PENALTY OF PERJURY under the laws of the State of alifornia that the foregoing paragraph is true and correct. /ITNESS my hand and official seal.
My comm. expires May 5, 2021	Signature of Notary
建设施设施 (1985年)	OPTIONAL
Though the data below is not require could prevent fraudulent reattachme	d by law, it may prove valuable to persons relying on the document and nt of this form.
CAPACITY CLAIMED BY SIGNI	R DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER ——	
☐ PARTNER(S) ☐ LIMI ☑ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER:	TED
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES	

Bond No.: 602-120898-9

DOCUMENT 00 6113

PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and CAM PAINTING, INC.

hereinafter called the CONTRACTOR, have entered into a Contract

dated 4/30

4/30/2020

for EXTERIOR PAINTING (PSA) AT SUNLAND ELEMENTARY SCHOOL (10370384)

Contract

Amount: TWO HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$238,000.00)

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety United States Fire 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 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.

20.20

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 21st	day of April 2020
CAM Painting, Inc.	United States Fire Insurance Company
CONTRACTOR/PRINCIPAL	By Mattle L Doley
	Attorney-in-Fact / Matthew R. Dobyn
By	Address 1633 E. 4th Street, #228, Santa Ana, CA 92701
Title President	Telephone Number 1(714) 541-4700
	Bond Number_602-120898-9

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

EXTERIOR PAINTING (PSA) SUNLAND ELEMENTARY SCHOOL (2010048) REVISED 06/12/2018 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

04251403820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Erika Guido, Ashley Spohn, Zara Spohn

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

Jamara Katkin

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 21 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

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 401 700 before me, ERIKA GUIDO, NOTARY PUBLIC,	
personally appeared <u>MATTHEW R. DOBYNS</u>	
who proved to me on the basis of satisfactory evidence to be the pers whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/the 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 persocted, executed the instrument.	eir
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
COMM. # 2190052 WITNESS my hand and official seal.	
ORANGE COUNT	
My comm. expires May 5, 2021 Signature of Notary	
OPTIONAL	
Though the data below is not required by law, it may prove valuable to persons relying on the document a could prevent fraudulent reattachment of this form.	nd
CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT	
☐ INDIVIDUAL ☐ CORPORATE OFFICER	
☐ PARTNER(S) ☐ LIMITED ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR ☐ OTHER:	
□ OTHER:	
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) ——	

		DC	COMENT 00 4550		
		SUBLETTING AND SUBCO	NTRACTING FAIR	PRACTICES ACT LIST	
1.01 GENI		RAL		Bidder Name: CAM	Painting Inc.
	A.	In performance of Work, bidder is request forth in, but not limited to, Public shall subject the bidder to the penalties	Contract Code Section	ons 4100 et. seq. Violation	tracting Fair Practices Act as n of any provision of the Act
	B.	In compliance with Section 4104 of the subcontractor who will perform Work Work in an amount in excess of one-ha	or labor or render se	ervice or specially fabricat	clowing complete list of each e and install a portion of the
	C.	Bidder shall list only one subcontract prequalification requirements include pursuant to Sections 7056–7059 of the 16, C-20, C-34, C-36, C-38, C-42, C-8 Board) that contract directly with a subcontractors"). Bidders that intend to on the Project shall only select MEP business days before the date fixed for prequalified to perform non-MEP con eligible to bid or perform work or questionnaires and financial statements public opening of bids, and (b) have no date fixed for the public opening of bits, and (b) representative proved List." The list is updated on should verify with the subcontractor to its prequalification by the above deadle 7057 of the Business and Professions regulations of the Contractors' State permitted by law. Bids that fail to adher	mechanical, electrical Business and Profess 13, or C-46 licenses para bidder to perform to contract with any Mosubcontractors that he public opening apponent work on the Project if the set to the OWNER at 1 to been prequalified bids. The OWNER's qualification/addition an ongoing basis. If determine if subcontaine. Unless prohibite Code, specifically ho License Board, may	al, and plumbing contracted ions Code, specifically holoursuant to regulations of the any such component with the contraction of bids. Non-MEP subset Project. Bidders and ME of bids. Non-MEP subset the component with the component with the component contraction of the component with the component component with the component with the component component with the component component component component with the component compon	ors (i.e., contractors licensed ding A, B, C-4, C-7, C-10, C-he Contractors' State License ork on the Project ("MEP rm any such component work the OWNER at least five (5) contractors do not need to be P subcontractors shall not be a completed prequalification before the date fixed for the e (5) business days before the actors can be found online at on "Safety PQ Programs not appear on the list, bidder from OWNER that confirms it icensed pursuant to Section tractor B licenses pursuant to on the Project to the extent
	D.	Bidder, by not listing a subcontractor will perform said portion of Work itsel	•	of the Work, certifies bidd	er is qualified to perform and
	E.	Certain penalties may be imposed for the	he subsequent employ	ment of an unlisted subcon	tractor.
	F.	No contractor or subcontractor may after March 1, 2015) unless register Code section 1725.5 [with limited ex section 1771.1(a)].	ed with the Departn	ent of Industrial Relatio	ns (DIR) pursuant to Labor
YPE(S) OF ONE	WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE)
•					

(THIS DOCUMENT <u>CANNOT</u> 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 SUNLAND ELEMENTARY SCHOOL **REVISED 12/12/2019**

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 4336-1

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

1.01	GENERAL
1.01	GENERAL

Bidder Name: CAM Painting 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		
The OWNER Ethics Policy is available online through the following link:		
https://achieve.lausd.net/Page/14037		

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

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL

C.

DU	you of others in your organization do the following: (please check all that apply)
0000000	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)

M CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.

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

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

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

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

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

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

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

INSTRUCTIONS

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

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

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

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

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

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL

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 Λ, Β, 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.

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL

1.07 DEBARMENT, SUSPENSION, INELIGIBILTY 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 "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct." Executed on 03/23/2020 at Bell Canyon , California. 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

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

1.01	GENER.	AL			
	A.	The following affidavit is required by Section 7106 of the California Public Contract 6	Code.		
	В.	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 b	oid being d	eemed non-responsi	ve.
	California				
	of <u>Ven</u> nos Yen		rom danor	as and cover that has	e cho
		Olomo of normal visits hith			
P	resident	of CAM Painting Inc.		_ is the party makin	g the
or corporation as sham be communitied bid proposes bid price	ng bid, the pration; the false or she id, or any nication, or price, or of d contract; e or any broporation	(Name of Licensee Bidding) bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, e bid is genuine and not collusive or sham; the bidder has not directly or indirectly ind am bid, and has not directly or indirectly colluded, conspired, connived, or agreed with one shall refrain from bidding; that the bidder has not in any manner, directly or conference with anyone to fix the price of the bidder or any other bidder, or to fix any fithat any other bidder, or to secure any advantage against the public body awarding the that all statements contained in the bid are true; and, further, the bidder has not, direct reakdown thereof, or the contents thereof, or divulged information or data relative there, partnership, company association, organization, bid depository, or to any member or a	any bidder or indirectly overhead, e contract of the contract	isociation, organization or anyone else to purely, sought by agrees profit, or cost element of anyone interested ectly, submitted his control and will not pay, and will not pay, ar	der to at in a ment, ent of in the or her ay fee
Bidder	Name (CAM Painting Inc.		Check One:	
		Name as it appears on Contractor's State License		Sole Ownership	
IRS Em	ployers Id	entification Number: 95-4532693			
Contrac	ctor's State	License: 710805 B.C33 Number Classification(s)		Partnership	
		Number Classification(s)		Corporation	X
		Holder: CAM Painting Inc		Other	
		08/31/2020			
Addres	s _29 Ha	ckamore Lane Phon	e (818).	716-7410	
City E	Bell Can	yon State CA Zip Code 91307 Fax	(818).	716-7443	
the fore	egoing is t	low binds bidder to all the stated conditions and bidder certifies under penalty of perjury unue and correct."	ınder the la		lifornia
ву _Р	riamos	Yennaris	nature and	President	
				1100	
		e signed by bidder or an authorized representative of bidder. Do not type or use rubber	stamp.)		
Dated	this2	3rd day of March 20 20			
		(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR C [FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NO			

END OF DOCUMENT

EXTERIOR PAINTING SUNLAND ELEMENTARY SCHOOL REVISED 01/05/2012 NON-COLLUSION AFFIDAVIT 00 4519-1



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

AUSTIN BEUTNER Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

04/08/2020

CAM PAINTING INC 29 HACKAMORE LANE BELL CANYON, CA 91307 MARK HOVATTER

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small Business

Re: Los Angeles Unified School District Certification Application

Dear Vendor.

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

Small Business Enterprise

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

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	238320	04/08/2020	01/31/2022

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

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

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

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900014201.

Sincerely,

Lorena Padilla-Melendez

Lu Shell

Director of Community Relations and Small Business



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/21/2020

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).

this certificate does not comer rights to the certi	incate noider in ned or	\ /	
PRODUCER		CONTACT NAME: Robert Ford	
Regency Business Ins. Sol./Tri Canyon Ins. Srv.		PHONE (A/C, No, Ext): (949) 393-4311 FAX (A/C, No):	
26895 Aliso Creek Rd. Ste B794		E-MAIL ADDRESS: robert@regency1insurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Aliso Viejo	CA 92656	INSURER A: Security National Insurance Company	19879
INSURED		INSURER B: Allstate	19232
CAM PAINTING INC		INSURER C: National Union Fire Company of PA	19445
29 HACKAMORE LANE		INSURER D:	
		INSURER E:	
Bell Canyon	CA 91307	INSURER F:	
· · · · · · · · · · · · · · · · · · ·		·	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

	ACCUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP										
INSR LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S		
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000		
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
				ĺ				MED EXP (Any one person)	\$ 5,000		
Α			Y		NA122119102	02/24/2020	02/24/2021	PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN	LL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000		
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
		OTHER:							\$		
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000		
		ANY AUTO				08/12/2019	08/12/2020	BODILY INJURY (Per person)	\$		
В		OWNED SCHEDULED AUTOS	Y		648824176			BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
									\$		
	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$ 2,000,000		
Α		EXCESS LIAB CLAIMS-MADE	Y		EBU034215058	02/24/2020	02/24/2021	AGGREGATE	\$ 2,000,000		
		DED RETENTION \$							\$		
		KERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER			
	ANY	PROPRIETOR/PARTNER/EXECUTIVE TITINE	N/A					E.L. EACH ACCIDENT	\$		
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$		
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$		

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

Los Angeles Unified School District- Owner Controlled Insurance Program

The Certificate holder and all contractually required entities are granted Additional insured status on a Primary and Noncontributing basis on the General Liability. Automobile and Excess/Umbrella Liability Policies. Waiver Of Subrogation in favor of Certificate Holders applies to all policies, General Liability And Excess Coverage Listed Apply Off-Site For All Operations Of The Insured. All Other Coverages Listed Apply On- Site And Off- Site

Project Information- "EXTERIOR PAINTING (PSA) at SUNLAND ELEMENTARY SCHOOL Project #(10370384).

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSUREDS - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Number: NA122119102	Endorsement Effective: 2/24/2020 12:01 a.m.
Named Insured CAM PAINTING INC, DBA: CAM PAINTING INC	Countersigned By:

SCHEDULE

Name of Person or Organization:

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.

Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.





CERTIFICATE OF LIABILITY INSURANCE

<u>IFATHIPOUR</u>

DATE (MM/DD/YYYY) 4/21/2020

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).

th	is certificate does not confer rights t							require an ene	ioi scilicii	i. A 3	atement on
PRO	DUCER				CONTA NAME:	СТ					
	amount Exclusive Insurance Services	s, Inc				o, Ext): (818) 9	986-7283		FAX (A/C. No):	818) 9	986-4949
	60 Ventura Blvd. Suite 500 ino, CA 91436					SS:	, (,,-				
	,				7,55,1,2		SURER(S) AFFO	RDING COVERAGE			NAIC#
					INSURE	RA: Falls La	•				15884
INSL	IRED				INSURE			<u> </u>			
	Cam Painting, Inc.				INSURE						
	29 Hackamore Ln.				INSURE						
	Bell Canyon, CA 91307				INSURE						
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IN C	HIS IS TO CERTIFY THAT THE POLICI IDICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREM TAIN,	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	ANY CONTRA 7 THE POLIC	CT OR OTHER	R DOCUMENT WI SED HEREIN IS S	TH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
	COMMERCIAL GENERAL LIABILITY					, ,	······	EACH OCCURREN	ICE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENT PREMISES (Ea occ	red currence)	\$	
								MED EXP (Any one	· 1	\$	
								PERSONAL & ADV	INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGRE	GATE	\$	
	POLICY PRO- LOC							PRODUCTS - COM	IP/OP AGG	\$	
	OTHER:							COMBINED SINGL	FLIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)		\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (F		\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (F		\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMA (Per accident)		\$	
										\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE							EACH OCCURREN	ICE	\$	
	DED RETENTION\$	-						AGGREGATE		\$	
Α								X PER STATUTE	OTH- ER	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		x	FLA014020-00		4/1/2020	4/1/2021			•	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	^`					E.L. EACH ACCIDE		\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA		ф Ф	1,000,000
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DISEASE - PO	LICT LIMIT	Ψ	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICE EXTERIOR PAINTING (PSA) at SUNLAN / VEHICE PAINTING (PSA) AT SUN				ule, may b ect # 10	e attached if moi 370384.	re space is requi	red)			
CE	RTIFICATE HOLDER				CANO	CELLATION					
	Los Angeles Unified School Procurement Division 333 S. Beaudry Ave. 28th Fl		rict		ACC	EXPIRATION CORDANCE WI	N DATE TH	ESCRIBED POLI IEREOF, NOTIC CY PROVISIONS.			
	Los Angeles, CA 90017				AUINO	RIZED REPRESE	IN I A I I V E				

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or OrganizationBlanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04-01-2020 Insured Cam Painting, Inc. (a Corp)

Policy No. FLA014020-00 Insurance Company Falls Lake Fire & Casualty Company Endorsement No.

Countersigned By

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OCIP IV Projects / 2010048 / Welcome Letter Packet

From: WrapX.NoReply (wrapx.noreply@alliant.com)

To: campainting@sbcglobal.net

Cc: campainting@sbcglobal.net; kathleen.dalessandro@alliant.com; aristeo.aguilera@lausd.net; beverly.williams@lausd.net; cynthia.vargas@lausd.net; christy.guzman@lausd.net; jenny.trieu@lausd.net; leslie.curtis@lausd.net; lourdes.jusay@lausd.net; maria.castrellon@lausd.net; wayne.peoples@lausd.net; diane.siu@lausd.net; angela.mccloud@lausd.net; donald.hughes@lausd.net; rosario.martinez@lausd.net; rosanna.takeda@lausd.net

Date: Wednesday, April 22, 2020, 03:05 AM PDT

04/22/2020

Attn: Priamos Yennaris CAM Painting, Inc.

29 Hackamore Lane Bell Canyon, CA 91307

Work Location: 6973 - Sunland ES

Re: OCIP IV Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: 2010048

WC Policy Number: WA5-66D-067214-249

Dear Priamos Yennaris,

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 2010048. 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 6973 - Sunland ES 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.

Additional Insured wording for offsite certificates_LAUSD4.pdf 51.3kB
Contractor Certificate .pdf 180kB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2020

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).

	ertificate does not confer rights to the	certi	ncate	e noider in lieu of Si	ucn e	1	. ,					
	DUCER		CONTACT NAME: Kathleen Dalessandro									
3: L	Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811						PHONE (A/C, No, Ext): (213) 270-0156 FAX (A/C, No):					
						E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com						
	JRED							R(S) AFFORDING COVERA			NAIC#	
	AM Painting, Inc. 9 Hackamore Lane						-	utual Fire Insurance Compa lational Insurance Company	•		23035	
	sell Canyon, CA, 91307							ance Corporation			10120 33600	
	ttn: Priamos Yennaris	A T.	- 1111	MDED: 1FF060				<u> </u>		-D	33000	
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		ICY EFF DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS			
Α	X COMMERCIAL GENERAL LIABILITY			TB2-661-067129-	04/2	0/2020	05/01/2023	GL-EachOccurrence			\$2,000,000	
	CLAIMS-MADE X OCCUR			028				GL-DamageToRentedP	emises	s	\$1,000,000	
								GL-MedExp			\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GL-Personal&AdvInjury	,		\$2,000,000	
	POLICY X PROJECT LOC							GL-GeneralAggregate	-		\$4,000,000	
	OTHER							GL-ProductsComp/OPA	ggrega	ate	\$4,000,000	
	AUTOMOBILE LIABILITY							AL-CombinedSingleLin	it			
	ANY AUTO OWNED AUTOS							AL-BodilyInjury(Per per	son)			
	ONLY HIRED AUTOS NON-OWNED AUTOS							AL-BodilyInjury(PerAcc	ident)			
	ONLY							AL-Property Damage(P	er Acci	dent)		
В	UMBRELLA LIAB X OCCUR			XC1EX00107181	04/2	0/2020	05/01/2023	EUL-Aggregate			\$10,000,000	
	X EXCESS LIAB CLAIMS - MADE DED RETENTION \$	-						EUL-EachOccurrence			\$10,000,000	
С	WORKERS COMPENSATION AND			WA5-66D-067214-	04/2	0/2020	05/01/2021	X WC-StatutoryLimits	;	Other		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			249				WC-E.L.EachAccident		'	\$1,000,000	
	(Mandatory in NH) If ves. describe under DESCRIPTION OF							WC-E.L.DiseasePolicyL	imit		\$1,000,000	
	OPERATIONS below							WC-E.L.Disease EachE	nploye	e	\$1,000,000	
	Pollution Liability							PL-AggregateLimit				
								PL-PerOccuranceLimit				
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks	Sched	ule, may be	attached if more	e space is required)				
2010	Named Insured is a participant in the Los Angeles t 048 at the following schools: 6973 - Sunland ES. Th hever is first.											
CF	RTIFICATE HOLDER					CANC	ELLATION					
C 2	CAM Painting, Inc. 29 Hackamore Lane						CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	ell Canyon, CA, 91307 ttn: Priamos Yennaris						RIZED REPRES	ENTATIVE : AUTHORIZED I	EPRES	ENTATIVE	Ē	

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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 04/22/2020

PRODUCER

Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071

Phone: (213) 443-2468, Fax: (866) 867-5811

CERTIFICATE HOLDER
CAM Painting, Inc.

CAM Painting, Inc. 29 Hackamore Lane Bell Canyon, CA, 91307 Attn: Priamos Yennaris

INSURED

CAM Painting, Inc. 29 Hackamore Lane Bell Canyon, CA, 91307 Attn: Priamos Yennaris

(continued from previous page)

Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 4/20/2020 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: 4/20/2020 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: 4/20/2020 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: 4/20/2020 to 5/1/2023

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

LAUSD OCIP IV - Owner Controlled Insurance

Program Certificate - Check List As of: May 1, 2018



Additional Insured Wording

Los Angeles Unified School District and other designated parties (per contract) are included as Additional Insureds as respects general liability and automobile. Coverage is primary and noncontributory.

Certificate Holder:

Los Angeles Unified School District / Procurement Division 333 S. Beaudry Ave., 28th Floor Los Angeles, CA 90017



ATTACHMENT A--LETTEROF ASSENT

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

04/21/2020

Project Labor Coordinator Labor Compliance Program 333 South Beaudry Ave. 2118 Floor Los Angele CA 90017

Attention: Labor Compliance Department

Email: lcp@lausd.net or fax (213) 241-8356

Re: Project Stabilization Agreement - New School Construction and Major

Rehabilitation Funded by Proposition BB and/or Measure K- Letter of Assent

Dear Sir:

This is to confirm CAM Painting Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement - New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1,2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract / Scope / Colin: 2010048 / 191040 / 10370384 Sunland Elementary School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

CAM Painting Inc.

Priamos Yennaris

President