

Los Angeles Unified School District Procurement Services Division

AUSTIN BEUTNER
Superintendent

MEGAN K. REILLY
Deputy Superintendent



DAVID D. HART
Chief Financial Officer

JANICE SAWYER
Business Manager

JUDITH REECE
Chief Procurement Officer

August 7, 2020

SENT VIA EMAIL: haro@betacontractsinc.com

BETA INVESTMENTS & CONTRACTS, INC.
ATTN: HARO BEZKIKIAN
1613 E. Glenoaks Blvd., Ste. A
Glendale, CA 91206

NOTICE OF AWARD

Bid /Contract No.: 2010067 (COLIN ID# 10369527)
Project Name: LANGDON ELEMENTARY SCHOOL (SCOPE ID 191107)
Description: REPLACE DETERIORATED WALK-IN FREEZERS AND COOLERS (PSA)
Contract Amount: \$220,000.00
Contract Duration: 234 CALENDAR DAYS

This is your notice that you have been awarded the contract for the above-referenced project on **August 7, 2020**, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

Please contact your project Owner Authorized Representative (OAR), Steve Granados, at (818) 394-2472, regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at (213) 241-3158.

Sincerely,

Angela Y. McCloud

Angela Y. McCloud
Contract Administration Analyst

c: Michael Howard, Program Manager
Steve Granados, OAR
Mark Cho, Deputy Director
Clark Sullivan, FPM II
Inspection Section
John McEvoy
Alliant Insurance Services
Existing Facilities P/S

(When required)

RECORDING REQUESTED BY AND MAIL TO:

LOS ANGELES DAILY JOURNAL

~ SINCE 1888 ~

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

ANGELA Y. MCCLOUD
LAUSD/FACILITIES CONTRACTS
PO#1690001.04-4400003962 333 SO. BEAUDRY AV
LOS ANGELES, CA - 90017

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

2010067, 2010068, 2010069, 2010070 LANGDON ES (10369527 / 191107),
PLUMMER ES (10369482 / 191110), MONROE HS (10369493 / 191109),
SEPULVEDA MS (10369520 / 191111) - REPLACE DETERIORATED WALK
IN FREEZERS AND COOLERS (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:

05/29/2020, 06/02/2020

Executed on: 06/02/2020
At Los Angeles, California

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



Signature



Email

* A 0 0 0 0 0 5 4 4 0 6 4 9 *

This space for filing stamp only

DJ#: 3368246

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

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

THE FOLLOWING PROJECT(S) ARE
FUNDED BY PROPOSITIONS WHICH
WERE APPROVED BY THE VOTERS
AND IS SUBJECT TO THE PROJECT
STABILIZATION AGREEMENT. DATE
OF BID OPENING: JUNE 19, 2020
(FRIDAY @ 10:00 AM) BID NUMBERS:
2010067, 2010068, 2010069, 2010070
REPLACE DETERIORATED WALK IN
FREEZERS AND COOLERS (PSA) at
LANGDON AVENUE ELEMENTARY
SCHOOL (10369527 / 191107),
PLUMMER ELEMENTARY SCHOOL
(10369482 / 191110), MONROE HIGH
SCHOOL (10369493 / 191109),
SEPULVEDA MIDDLE SCHOOL
(10369520 / 191111). MANDATORY P
RE-BID MEETING: 06/08/2020
(MONDAY @ 8:00 AM) 1st site will be
LANGDON AVENUE ELEMENTARY
SCHOOL.

Prime contractor shall hold license in the
following classification(s): "B OR C-38"
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 \$532,000.00. Bidder
should note that OWNER's
prequalification program has been
expanded pursuant to Public Contract
Code 20111.6 to include mechanical,
electrical and plumbing subcontractors,
holding C-4, C-7, C-10, C-16, C-20, C-34,
C-36, C-38, C-42, C-43, and C-46
licenses. Bidders who will be utilizing a
first-tier subcontractor to perform such
specialty work must select a
subcontractor from the OWNER's List of
Prequalified Subcontractors. Effective
March 1, 2015, a contractor or
subcontractor shall not be qualified to bid
on or be listed in a bid proposal unless
currently registered with the California
Department of Industrial Relations (DIR).
For any contract awarded on or after April
1, 2015, a contractor or subcontractor
shall not engage in the performance of
any contract unless currently registered
with the DIR. For Bids with a Mandatory
Pre-Bid Meeting, Bidders who have not
signed in on the attendance sheet will be
nonresponsive. The Los Angeles Unified
School District has a Labor Compliance
Program as approved by the Director of
the Department of Industrial Relations and
the Board of Education in compliance with
Section 1771.5 of the California Labor
Code. Copies of the prevailing rate of per
diem wages are on file at the following
District office and shall be made available
to any interested party on request:
Facilities Support Services/Labor
Compliance Program 333 S. Beaudry
Avenue, 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
Construction Contracts, 333 S. Beaudry
Ave. Los Angeles, CA 90017. Bidding
documents are available online at

www.crispimg.com in the "Public
Planroom" and will be available Monday
through Friday on 06/01/2020 at Crisp
Imaging - 1829 Main St. Los Angeles, CA
90015 from 7:00 a.m. through 6:00 p.m. A
fee will be charged for plans and
specifications. On February 25, 2003, the
Board of Education adopted a twenty-five
(25%) participation goal for Small
Business Enterprise (SBE) per contract,
based on the basis of award amount of
funds allocated to the school construction
and modernization program. This goal will
be included in each construction contract.
Each bid shall be made out on a form to
be obtained in Facilities Construction
Contracts; shall be sealed and filed with
PROCUREMENT SERVICES - 8525
REX ROAD, PICO RIVERA, CA 90660,
before said time and on the date shown
above, opened and read aloud in public at
or about said time at said address.
Attention of bidders is called to the
provisions concerning bid guarantee in
the Bid Form and contract bonds
requirements in the General Conditions of
the specifications. The Board reserves the
right to reject any or all bids, and to waive
any informality in any bid. DATED:
05/26/2020 BOARD OF EDUCATION OF
THE CITY OF LOS ANGELES by
Facilities Services Division.
5/29, 6/2/20

DJ-3368246#

BID AND ACCEPTANCE FORM

Bidder Name: BETA INVESTMENTS & CONTRACTS 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. The bid shall be submitted by the bid due date. **BIDS WILL BE ACCEPTED AT THE FOLLOWING LOCATION FOR DROP OFF ONLY: LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES, 8525 REX ROAD, PICO RIVERA, CA 90660.**
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: **BEFORE 10:00 A.M. ON MONDAY, JUNE 29, 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: **LANGDON AVENUE ELEMENTARY SCHOOL (10369527 / 191107), PLUMMER ELEMENTARY SCHOOL (10369482 / 191110), MONROE HIGH SCHOOL (10369493 / 191109), SEPULVEDA MIDDLE SCHOOL (10369520 / 191111) – REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS (PSA)**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
1

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

BIDDERS WILL NEED TO SUBMIT SEPARATE BONDS, INSURANCE, AND REQUIRED AWARD DOCUMENTS, AS THIS PROJECT CONTAINS FOUR (4) DIFFERENT BID NUMBERS: LANGDON AVENUE ELEMENTARY SCHOOL (2010067), PLUMMER ELEMENTARY SCHOOL (2010068), MONROE HIGH SCHOOL (2010069), SEPULVEDA MIDDLE SCHOOL (2010070). THE WINNING BID WILL BE DETERMINED BASED ON THE TOTAL SUM OF THE PACKAGED PROJECTS AND EACH PROJECT WILL BE AWARDED WITH THEIR OWN SET OF CONTRACT DOCUMENTS. Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

LANGDON AVENUE ELEMENTARY SCHOOL (10369527 / 191107)

(\$ 220,000)
(numeric figures)

PLUMMER ELEMENTARY SCHOOL (10369482 / 191110)

(\$ 225,000)
(numeric figures)

ADDENDUM NO. 01

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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MONROE HIGH SCHOOL (10369493 / 191109)

(\$ 2101000)
(numeric figures)

SEPULVEDA MIDDLE SCHOOL (10369520 / 191111)

(\$ 2701000)
(numeric figures)

**TOTAL LUMP SUM BID FOR LANGDON AVENUE ES, PLUMMER ES,
MONROE HS, AND SEPULVEDA MS
CONTRACT TO BE AWARDED AS A WHOLE**

(\$ 9251000)
(numeric figures)

- 1.06 BID ITEMS – N/A
- 1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. N/A
- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.
- 1.09 BASIS OF AWARD OF CONTRACT:
- A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
- B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.
- C. **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:

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS (PSA)

LANGDON AVENUE ELEMENTARY SCHOOL

2010067 / 10369527 / 191107

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

PLUMMER ELEMENTARY SCHOOL

2010068 / 10369482 / 191110

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

ADDENDUM NO. 01

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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MONROE HIGH SCHOOL
2010069 / 10369493 / 191109

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

SEPULVEDA MIDDLE SCHOOL
2010070 / 10369527 / 191107

[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 **234** 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

ADDENDUM NO. 01

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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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: JUNE 29, 2020

By BETA INVESTMENTS & CONTRACTS INC. (SEAL)
(Firm Name as it appears on Contractor's State License)

HARO BEZDIKIAN
(Authorized person to sign bid - print name)


(Signature of authorized person to sign bid)

Business Address: 1613 EAST GLENOAKS BLVD., SUITE A
GLENDAL, CA 91206

Phone No. 818-241-6774

Fax No. 818-241-1665

Email Address haro@betacontractsinc.com

ADDENDUM NO. 01

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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00 4100-4

FOR FC USE ONLY

Contract Number

2010067, 2010068, 2010069, 2010070



with Plans



with Specs

1.10 ACCEPTANCE

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

BETA INVESTMENTS AND CONTRACTS INC

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

, a **CORPORATION**

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

This Contract is for the purpose of constructing that Project identified as **LANGDON AVENUE ELEMENTARY SCHOOL, PLUMMER ELEMENTARY SCHOOL, MONROE HIGH SCHOOL, SEPULVEDA MIDDLE SCHOOL** and commonly referred to as **REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS (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 AND TWENTY THOUSAND DOLLARS AND NO/100**

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

(\$ **220,000.00**), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on August 7, 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

By: **Leslie Curtis**

Digitally signed by Leslie Curtis
DN: cn=Leslie Curtis, o, ou, email=leslie.curtis@lausd.net, c=US
Date: 2020.08.07 11:22:42 -07'00'

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

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

END OF DOCUMENT

ADDENDUM NO. 01

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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DOCUMENT 00 4313
BID SECURITY FORM

Bond Number N/A

The Ohio Casualty Insurance Company

Surety

Beta Investments & Contracts, Inc.

Bidder

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

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

Project Description: **LANGDON AVENUE ELEMENTARY SCHOOL, PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, SEPULVEDA MIDDLE SCHOOL
REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS (PSA)**

Date of Bid Opening: June 19, 2020

Project Number(s): 10369527 / 191107, 10369482 / 191110, 10369493 / 191109, 10369520 / 191111

Contract Number: 2010067, 2010068, 2010069, 2010070

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

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

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

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

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

Dated this 8th day of June 2020

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Beta Investments & Contracts, Inc.

State of _____

BIDDER

SS

By (signed) _____

County of _____

[Signature]
Signature of Authorized Person

On _____, before me,

Title

VICE PRESIDENT

_____, a Notary Public

The Ohio Casualty Insurance Company

SURETY

By (signed) _____

[Signature]
Signature of Attorney-In-Fact

David Noddle

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

WITNESS my hand and official seal.

(Notary Seal)

Address 62 Maple Ave.

City, State Keene, NH 03431

Telephone 858-255-3988

Signature of Notary

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.
(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

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

END OF DOCUMENT

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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

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 Los Angeles

On JUN 08 2020 before me, A. Bisordi, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202155-974681**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Bisordi, David Noddle, Sheila Noddle

all of the city of Tarzana state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of JUN 08 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: BETA INVESTMENTS & CONTRACTS INC.

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

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor's State License)	<u>LICENSE NO.</u>	<u>DIR REGISTRATION NO.</u>	<u>LOCATION OF BUSINESS (CITY, STATE)</u>
ABATEMENT/DEMO	EAGLE CONTRACTING	970089	1000001143	BELL GARDENS, CA
ROOFING	EBERHARD	329087	1000001523	VAN NUYS, CA
ELECTRICAL	T B ELECTRIC	944960	1000006656	SANTA ANA, CA
REFRIGERATION	KAM RAN CO	687988	1000003444	Santa Barbara, CA
FRAMING/TILING CONCRETE	PARAMOUNT BUILDERS	1031776	1000053577	LOS ANGELES, CA

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

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
 LANGDON AVENUE ELEMENTARY SCHOOL,
 PLUMMER ELEMENTARY SCHOOL,
 MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: BETA INVESTMENTS &
CONTRACTS 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:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

- C. The OWNER Ethics Policy is available online through the following link:
<https://achieve.lausd.net/Page/14037>
- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.

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

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

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

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

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

OR

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

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

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

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

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

INSTRUCTIONS

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

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

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

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

REVISED 12/12/2019
CERTIFICATION REQUIREMENTS
00 4500-2

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

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

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

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

1.05 PREQUALIFICATION

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

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

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

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

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

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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

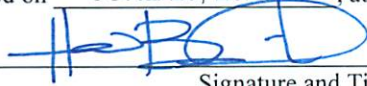
[] Have, [✓] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust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

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

1.08 BIDDER CERTIFICATION

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

Executed on JUNE 29, 2020, at GLENDALE, California.

By:  - VICE PRESIDENT
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

1.01 GENERAL

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

State of California
County of LOS ANGELES ss.

HARO BEZDIKIAN

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

VICE PRESIDENT (Name of person signing bid) of BETA INVESTMENTS & CONTRACTS INC. is the party making the
(Title of Signer) (Name of Licensee Bidding)

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

Bidder Name BETA INVESTMENTS & CONTRACTS INC.
Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number: 95-4032609

Sole Ownership ☐

Contractor's State License: 488644 B, C-10, C-20, C-36
Number Classification(s)

Partnership ☐

Corporation ☒

Name of License Holder: BETA INVESTMENTS & CONTRACTS INC.

Other ☐

Expiration Date: MARCH 31, 2022

Address 1613 EAST GLENOAKS BLVD., SUITE A

Phone (818) 241-6774

City GLENDAL State CA Zip Code 91206

Fax (818) 241-1665

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

By HARO BEZDIKIAN
Print Name



- VICE PRESIDENT

Signature and Title

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

Dated this 29TH day of JUNE 20 20

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

END OF DOCUMENT

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

REVISED 01/05/2012
NON-COLLUSION AFFIDAVIT
00 4519-1

PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **BETA INVESTMENTS & CONTRACTS, INC.**

hereinafter called the CONTRACTOR, have entered into a Contract

dated August 7, 2020

for **REPLACE WALK-IN FREEZERS AND COOLERS (PSA)** at **LANGDON ELEMENTARY SCHOOL**
(SCOPE ID: 191107 / COLIN: 10369527)

Contract

Amount **TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND NO/100 (\$220,000.00)**

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, The Ohio Casualty Insurance Company

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

PAYMENT BOND

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

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

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

Signed and sealed this 10th day of July 2020

CONTRACTOR/PRINCIPAL
BETA INVESTMENTS & CONTRACTS, INC.

By [Signature]

Title V.P.

SURETY
The Ohio Casualty Insurance Company

By [Signature]
David Noddle Attorney-in-Fact

Address 62 Maple Avenue, Keene, NH 03431

Telephone Number 858-255-3988

Bond Number 024236420

#2010067 / AYM

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

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

REVISED 06/12/2018
PAYMENT BOND
(LABOR AND MATERIAL)
00 6113-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On JUL 10 2020 before me, A. Bisordi, Notary Public

personally appeared David Noddle

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ MEMBER of LLC
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

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

Signer(s) other than named above



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202155-974681

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Bisordi, David Noddle, Sheila Noddle

all of the city of Tarzana state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 10 day of 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DOCUMENT 00 6114
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and **BETA INVESTMENTS & CONTRACTS, INC.**

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

denominated as number **2010067**,

described as **LANGDON ELEMENTARY SCHOOL – REPLACE WALK-IN FREEZERS AND COOLERS (PSA) (SCOPE ID# 191107 / COLIN 10369527)**

and is in the Contract Amount of **\$220,000.00**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Ohio Casualty Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **TWO HUNDRED AND TWENTY THOUSAND DOLLARS AND NO/100 (\$220,000.00)**, as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

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

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

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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

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

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

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

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

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

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

6. SURETY hereby stipulates and agrees that no adjustment to the Contract 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 10th day of July 20 20

CONTRACTOR/PRINCIPAL

BETA INVESTMENTS & CONTRACTS, INC.

By [Signature] Title V.P.

Surety Name The Ohio Casualty Insurance Company
Address of Surety 62 Maple Avenue
Keene, NH 03431
Telephone Number 858-255-3988
Bond Number 024236420

By [Signature]
Attorney-in-Fact : David Noddle
Address 19507 Ventura Blvd.
Tarzana, CA 91356
Telephone Number 818-881-1011

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date _____
By _____

Deputy

#2010067 / AYM

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

REPLACE DETERIORATED WALK IN FREEZERS AND COOLERS
LANGDON AVENUE ELEMENTARY SCHOOL,
PLUMMER ELEMENTARY SCHOOL,
MONROE HIGH SCHOOL, AND SEPULVEDA MIDDLE SCHOOL

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

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 Los Angeles

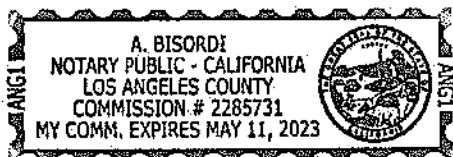
On JUL 10 2020 before me, A. Bisordi, Notary Public

personally appeared David Noddle

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

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

WITNESS my hand and official seal.



Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ MEMBER of LLC
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202155-974681**

POWER OF ATTORNEY

KNOWN ALL PERSONS, BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Bisordi, David Noddle, Sheila Noddle

all of the city of Tarzana state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of September, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of September, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 10 2020 day of



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

FOR MATTERS NOT OTHERWISE COVERED BY THE OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

This is to certify that policies of insurance as described below have been issued to the Insured named below (CONTRACTOR) and are in force for the period indicated for operations in California.

See below for Cancellation Clause.

Name and Address of Insured (Contractor) EAGLE CONTRACTING, INC. 8204 GARFIELD AVENUE BELL GARDENS, CA 90201			Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave. Los Angeles, CA 90017 (Attn: Facilities Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	Great Divide Insurance Co. WCA201168516	5/12/2020	5/12/2021	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	Nautilus Insurance Co. ECP201168716	5/12/2020	5/12/2021	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Great Divide Insurance Co. BAP202619712	5/12/2020	5/12/2021	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	Nautilus Insurance Co. ECP201168716	5/12/2020	5/12/2021	\$5,000,000.00 each Occurrence
Name of school where work is being performed: LANGDON ELEMENTARY SCHOOL (SCOPE ID# 191107)				

The Comprehensive General Liability policy includes coverage designated below:

- Contractual Assumed Liability, relating to contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER).
- Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- Products Liability or Completed Operations.
- Pollution Liability (including Asbestos) when Named Insured has a contract with the OWNER that involves the removal of these materials.

This certificate of insurance is not an insurance policy and of itself does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any conditions of any contract(s) with respect to which this certificate is issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

THE LIABILITY POLICY(IES) REFERENCED ABOVE HAS/HAVE BEEN ENDORSED TO NAME THE OWNER AS AN ADDITIONAL INSURED AND TO PROVIDE SPECIFICALLY THAT ANY INSURANCE CARRIED BY THE DISTRICT WHICH MAY BE APPLICABLE TO ANY CLAIM OR LOSS RELATING TO CONTRACT(S) BETWEEN CONTRACTOR AND OWNER SHALL BE DEEMED EXCESS AND THE ABOVE CONTRACTOR'S INSURANCE PRIMARY DESPITE ANY CONFLICTING PROVISIONS TO THE CONTRARY WHICH MAY HAVE APPEARED IN THE POLICY(IES) PRIOR TO EXECUTION OF SAID ENDORSEMENT.

CANCELLATION CLAUSE: THE ABOVE-NAMED CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF CANCELLATION OR ANY MATERIAL CHANGE IN THE POLICY.

Dated at:

JULY 21, 2020

Dealey Renton & Associates


Insurance Company

530 Water Street, 7th Floor

Number and Street

Oakland, CA 94607

City and State

By: (signed) 

Signature of Authorized Representative or Insurer

Christine Silan

Name (typed)

Dealey Renton & Associates

Organization

530 Water Street, 7th Floor

Address

Oakland, CA 94607

Telephone

510-272-1444

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

END OF DOCUMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2020

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).

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	CONTACT NAME: Kathleen Dalessandro <table style="width: 100%;"> <tr> <td style="width: 60%;"> PHONE (A/C, No, Ext): (213) 270-0156 </td> <td style="width: 40%;"> FAX (A/C, No): </td> </tr> </table> E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com	PHONE (A/C, No, Ext): (213) 270-0156	FAX (A/C, No):						
PHONE (A/C, No, Ext): (213) 270-0156	FAX (A/C, No):								
INSURED Beta Investments and Contracts, Inc. 1613 E. Glenoaks Blvd. #A Glendale, CA, 91206 Attn: Haro Bezdikian	<table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C: LM Insurance Corporation</td> <td>33600</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Liberty Mutual Fire Insurance Company	23035	INSURER B: Everest National Insurance Company	10120	INSURER C: LM Insurance Corporation	33600
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INSURER A: Liberty Mutual Fire Insurance Company	23035								
INSURER B: Everest National Insurance Company	10120								
INSURER C: LM Insurance Corporation	33600								

COVERAGES	CERTIFICATE NUMBER: 174187	REVISION NUMBER:
------------------	-----------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2-661-067129-028	07/11/2020	05/01/2023	GL-EachOccurrence \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						GL-DamageToRentedPremises \$1,000,000
							GL-MedExp \$10,000
							GL-Personal&AdvInjury \$2,000,000
							GL-GeneralAggregate \$4,000,000
							GL-ProductsComp/OPAggregate \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> OTHER						
	AUTOMOBILE LIABILITY						AL-CombinedSingleLimit
	<input type="checkbox"/> ANY AUTO						AL-BodilyInjury(Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					AL-BodilyInjury(Per Accident)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					AL-Property Damage(Per Accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XC1EX00107181	07/11/2020	05/01/2023	EUL-Aggregate \$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS - MADE						EUL-EachOccurrence \$10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA5-66D-067129-678	07/11/2020	05/01/2021	<input checked="" type="checkbox"/> WC-StatutoryLimits <input type="checkbox"/> Other
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC-E.L.EachAccident \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						WC-E.L.DiseasePolicyLimit \$1,000,000
							WC-E.L.Disease EachEmployee \$1,000,000
	Pollution Liability						PL-AggregateLimit
							PL-PerOccuranceLimit

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2010067 at the following schools: 4775 - Langdon ES. The coverage is effective from the start date of the contract, 07/11/2020, through the completion of the work onsite, or completion of the project, whichever is first.

CERTIFICATE HOLDER Beta Investments and Contracts, Inc. 1613 E. Glenoaks Blvd. #A Glendale, CA, 91206 Attn: Haro Bezdikian	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE : AUTHORIZED REPRESENTATIVE
---	--

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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)
07/14/2020

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

Beta Investments and Contracts, Inc.
1613 E. Glenoaks Blvd.
#A
Glendale, CA, 91206
Attn: Haro Bezdikian

INSURED

Beta Investments and Contracts, Inc.
1613 E. Glenoaks Blvd.
#A
Glendale, CA, 91206
Attn: Haro Bezdikian

(continued from previous page)

Excess & Umbrella #2

Allied World Assurance Company (U.S.) Inc.
Policy Number: 3113202
Policy Duration: 7/11/2020 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: 7/11/2020 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: 7/11/2020 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: 7/11/2020 to 5/1/2023
\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



Company Profile

Company Search

→ Company
InformationOld Company
Names

Agent for Service

Reference
Information

NAIC Group List

Lines of Business

Workers'
Compensation
Complaint and
Request for
Action/Appeals
Contact InformationFinancial Statements
PDF's

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison DataCompany
Enforcement ActionComposite
Complaints Studies

Additional Info

Find A Company
Representative In
Your AreaView Financial
Disclaimer**COMPANY PROFILE****Company Information****LIBERTY MUTUAL FIRE INSURANCE COMPANY****175 BERKELEY ST
BOSTON, MA 02117-0140
800-344-0197****Old Company Names****Effective Date**

UNITED MUT FIRE INS CO

12/15/1949

Agent For ServiceMelissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505**Reference Information**

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

[back to top](#)**NAIC Group List**NAIC Group #: **0111** LIBERTY MUT GRP**Lines Of Business**

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

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

PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

[back to top](#)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/5/2020

PRODUCER PACIFIC SOURCE INSURANCE AGENCY INC 6435 Zumirez Dr #10 Malibu, CA 90265 (310) 457-4441		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Beta Investments & Contracts, Inc 1613 A East Glenoaks Blvd. Glendale, CA 91206 818 241 6774		INSURERS AFFORDING COVERAGE INSURER A: <u>Mt Hawley Insurance Company</u> INSURER B: <u>Metropolitan Property & Casualty</u> INSURER C: <u>State Compensation Insurance Fund</u> INSURER D: INSURER E:	

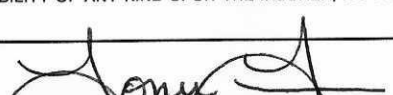
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MGL0189632	09/01/19	09/01/20	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	CA041356P2020	05/01/20	05/01/21	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1363887-2019	12/01/19	12/01/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$1,000,000				
	E.L. DISEASE - POLICY LIMIT \$1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Los Angeles Unified School District and other designated parties (per contract) are included as Additional Insureds as respects General Liability. Coverage is primary and non-contributory. Bid/Contract No.: 2010067 Project: LANGDON ELEMENTARY SCHOOL (10369527 / 191107)

CERTIFICATE HOLDER Los Angeles Unified School District C/O Alliant Insurance Services 333 South Beaudry Ave 23rd Fl Los Angeles, CA 90017	ADDITIONAL INSURED; INSURER LETTER: 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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07/14/2020

Attn: Haro Bezdikian

Beta Investments and Contracts, Inc.
1613 E. Glenoaks Blvd. #A Glendale, CA 91206
Work Location: 4775 - Langdon ES

Re: OCIP IV Projects

Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2010067
WC Policy Number: WA5-66D-067129-678

Dear Haro Bezdikian,

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 2010067. 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 4775 - Langdon 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



07/13/2020

Attn: Fausto Prado
Eagle Contracting, Inc.
11650 McBean Drive #156 El Monte, CA 91732
Fax: (562) 381-8131

RE: LAUSD OCIP IV - Owner Controlled Insurance Program
Notification of Exclusion for Contract Number: 2010067.04
Work Location: 4775 - Langdon ES

Dear Prado,

This email correspondence is the Exclusion Letter LAUSD for the OCIP IV Projects.

This email confirms that based upon your documentation and/or scope of work, your organization is excluded for the contract 2010067.04 on the LAUSD OCIP IV - Owner Controlled Insurance Program.

You are still required to comply with the contractual requirements for insurance coverage by providing a Certificate of Insurance evidencing the required limits. As soon as possible, please submit a copy of your certificate online at <https://alliantwrapx.alliantinsurance.com/contractorportal>.

You may also email your certificate to: alliantwrapx@alliant.com; or fax it to (866) 867-5811.

Additionally, all of your subcontractors of any tier are still subject to the requirements of the OCIP. This exclusion applies only to your organization.

Your cooperation on all these matters is appreciated. Should you have any questions or concerns, do not hesitate to contact me.

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

Enclosure:

1. Certificate of Insurance Check List



July 21, 2020

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

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

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

Dear Sir:

This is to confirm **Beta Investments & Contracts Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 2010067 – Langdon Elementary School, Replaced Deteriorated Walk In Freezers** 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,

Beta Investments & Contracts Inc.

A handwritten signature in black ink that reads "Haro Bezdikian".

By:
Haro Bezdikian, Vice President

**EAGLE
CONTRACTING
INCORPORATED**

8204 Garfield Ave.
Bell Gardens, CA 90201

ENVIRONMENTAL REMEDIATION / DEMOLITION SERVICES

July 18, 2020

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

Attention: Labor Compliance Department
Email: lcp@lausd.net of 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 or Madam:

This is to confirm Eagle Contracting, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement-New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No#2010067 Langdon Elementary School (Walk-In Freezer), 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,

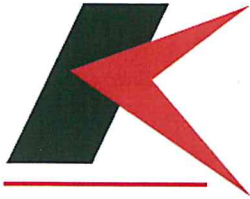
Eagle Contracting, Inc.



Reynaldo Rivera / Office Manager

PHONE # 562-249-8131
LICENSE # 970089

FAX # 562-381-8131
DOSH # 1044



KAMRAN AND COMPANY, INC.
FOOD SERVICE AND LAUNDRY EQUIPMENT CONSULTANT AND CONTRACTOR

CA: 687988 B D34 C38 AZ: ROC112017 KO NV: 52465 C21A NV: 42022 C26A HI: 33236 C25



July 16, 2020

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

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

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

Dear Sir:

This is to confirm **Kamran and Company, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 2010067 – Langdon Elementary School, Replaced Deteriorated Walk In Freezers**, 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,
Kamran and Company, Inc.

Kamran Amiri
Vice President

ATTACHMENT A – LETTER OF ASSENT

Complete Roofing
& waterproofing

Eberhard

Excellence Since 1945

7/21/2020

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

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

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

Dear Sir:

This is to confirm Eberhard agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective **October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 2010067 – Langdon Elementary School, Replaced Deteriorated Walk In Freezers**, 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,

Eberhard

By: 

Brian Mowatt
President



PARAMOUNT BUILDERS, INC.

Lic.#1031776-A, B, C-8
5935 Willoughby Avenue
Los Angeles, CA 90038
paramountbldrsinc@gmail.com

July 13, 2020

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

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

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

Dear Sir:

This is to confirm **Paramount Builders, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 2010067 Langdon ES – Replaced Deteriorated Walk In Freezers**, 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,

Paramount Builders, Inc.

Frank Schultz
President



202 E. Alton Ave. Suite F.
Santa Ana, Ca. 92707
(714)418-6321
Lic. # 944960

July 13, 2020

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

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

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

Dear Sir:

This is to confirm **TB Electric** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract 2010067** for the **Langdon Elementary School – Walk-in Freezer Modernization** 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,

TB ELECTRIC

By: 

TROY BUTTS, OWNER