Approved by: Beverly White

MARK FAIRHUST

c:

Contract Administration Manager

Judith Reece						
Recommendation to Award Contra	ct No. 2010032 -	WILBUR CHARTER FOR ENRICHED ACADEMICS				
		EXTERIOR PAINTING				
			NSTRUCTION INC dba C T GEORGIOU	11700		
		PAINTING	J CO			
For Use by Facilities Construct	ion Contracts (Ce	entral Offic	ce only):			
DATE IFB WAS ADVERTISE	D: 01/22/20		PUBLICATIONS USED TO ADVERTE	SE IFB		
DATE OF LAST DUE DILIGENO	E: 01/27/20	In	s Angeles Daily Journal 01/22/2020 & 01/28/	/2020		
DATE OF D&	B: 07/22/19		7 Migeles Daily Journal 01/22/2020 & 01/20/	2020		
DEBARMENT CHECK DON	E: PASS					
OCIP ENROLLMENT DAT	E: 3/20/2020					
PREQUALIFIED AT BID OPENIN	G: YES		ASB APPROVED: 0	2/20/20		
PREQUALIFICATION EXPIRATIO	N: 12/05/20					
LEVEL OF PREQUA	L: \$5,000,000	\$5,000,000 PO NUMBER:				
BID DAT	E: 02/10/20	02/10/20				
BID EXPIRATION DAT	E: 04/10/20					
DISTRICT ESTIMAT	E: \$193,453					
DOLLAR VALUE OF AWAR	D: \$194,200		DUE DILIGENCE INDICAT	ORS		
PERCENT OVER ESTIMAT	E: 0%		CHANGE ORDER RA	ГЕ:		
NUMBER OF BIDDER	S: 5		CONTRACTOR PERFORMANCE SCOI	RE: 89.10		
GROUPING OF BIDDER	S: FAIR		EXPERIENCE MODIFICATION RATE (EM	R): 0.90		
ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS						
The successful bidder is <b>C T G CONSTRUCTION INC dba C T GEORGIOU PAINTING CO</b> , and the contract period is <b>120</b> calendar days. All bid documentation and other supporting correspondence required to date have been reviewed in determining that the referenced contractor is the apparent lowest responsive, responsible bidder on this project. A post-bid questionnaire was reviewed and signed on March 03,2020, and it was determined that the contractor bid the project according to plans and specifications.						
k	1 OCID I			1		
☐ Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:						
Rosanna Takeda, CAA	RT			03/31/20		
Name, Title			Signature	Date		

File FRM022018GPM

, OAR

## **Los Angeles Unified School District**

## **Procurement Services Division**

AUSTIN BEUTNER Superintendent

MEGAN K. REILLY Deputy Superintendent



JANICE SAWYER
Interim Business Manager

JUDITH REECE Chief Procurement Officer

February 14, 2020

AJ FISTES CORPORATION 2214 Atlantic Ave. Long Beach, CA 90806

SUBJECT: WILBUR CHARTER FOR ENRICHED ACADEMICS

**EXTERIOR PAINTING** 

Colin #10370116 BID # 2010032

RE: NON-RESPONSIVE LETTER

Thank you for submitting your bid on **February 10, 2020** for the above-referenced project. After a careful review of your documents, this office has found your bid to be **non-responsive** for the reason listed below:

 Failure to list an approved asbestos abatement contractor from Document 00 3126, Owner's List of Pre-Qualified Asbestos Abatement Subcontractors.

Please be reminded that three (3) or more non-responsive notices in a 36-month period will affect your prequalification status, as stated in the Prequalification Questionnaire.

Sincerely,

Leslie Curtis
Assistant Contract Admin Manager
Facilities Construction Contracts
cc:
Mark Fairhurst, OAR
File



**VGONZALES** 



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2020

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 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

tins certificate does not come rights to the certificate holder in fled of s	uch endorsement(s).		
PRODUCER License # 0M93299	CONTACT NAME:		
SIP Insurance Services - Pasadena 301 E, Colorado Blvd., 205	PHONE		
Pasadena, CA 91101	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Watford Insurance Company	25585	
INSURED	INSURER B:		
CTG Construction, Inc.	INSURER C:		
433 Lecouvieur Ave.	INSURER D:		
Wilmington, CA 90744	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD			
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.			
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE		all the fermio,	

	·OLC	301011071110 00	,,,,,,,,	110110 01 00011	1 011	OILO.	LIMITO OHOWN WINT TIME BELLIN	(LDOOLD DI	T AID OLA MINO.		
INSR LTR		TYPE OF I	NSUF	RANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
		COMMERCIAL GE	NER	AL LIABILITY						EACH OCCURRENCE	\$
		CLAIMS-MAD	DE [	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
										MED EXP (Any one person)	\$
										PERSONAL & ADV INJURY	\$
	GEN	N'L AGGREGATE LII	MIT 4	APPLIES PER:						GENERAL AGGREGATE	\$
	OLI		RO- CT	LOC						PRODUCTS - COMP/OP AGG	\$
		OTHER:	.01							FRODUCTS - COMPTOF AGG	\$
Α	ΔΙΙΤ	OTHER:	ΓV							COMBINED SINGLE LIMIT	\$ 1,000,000
	X	ANY AUTO	•		\		WIC1002054-01	9/1/2019	9/1/2020	(Ea accident)	
	^	OWNED		SCHEDULED	X	<b>  X</b>	WIC 1002034-01	3/1/2013	3/1/2020	BODILY INJURY (Per person)	\$
		AUTOS ONLY		AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
											\$
		UMBRELLA LIAB		OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB		CLAIMS-MADE						AGGREGATE	\$
		DED RETE	ENTIC	ON \$	Ī						\$
	WOF	RKERS COMPENSA EMPLOYERS' LIAE	TION							PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PAR	TNER	R/EXECUTIVE T	l					E.L. EACH ACCIDENT	\$
	OFF ( <b>Ma</b> r	CER/MEMBER EXC datory in NH)	LUDE	D?	N/A					E.L. DISEASE - EA EMPLOYEE	
	If yes	s, describe under CRIPTION OF OPER	RATIO	ONS below						E.L. DISEASE - POLICY LIMIT	\$
	DEC	ON HONOI OI EI	IVAIN	ONO DOIOW						E.E. BIOLAGE - FOLIOT EIWIT	Ψ
l	I				1	1	1	l	1	1	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Subject to all policy terms, exclusions and conditions.

RE: Wilbur Charter For Enriched Academics, 5213 Crebs Ave, Tarzana, CA 91356, contract #2010032 for On and Off-Site; Los Angeles Unified School District, the Board, its officials, employees and the OCIP Administrator are named as an Additional Insured with respects to attached Auto Liability CW 0013 (10/17) endorsement for On and Off-Site if required by written contract subject to all policy terms, exclusions and conditions. Auto Liability Waiver of Subrogation CW 0014 (10/17) endorsement attached for On and Off-Site. \*PLEASE NOTE COPYRIGHT LAWS APPLY TO THE ACORD FORM PROHIBITING US FROM MODIFYING THE CANCELLATION CLAUSE. HOWEVER, PER S I P Insurance Services PROCEDURES WILL NOTIFY YOU WITHIN 30 DAYS IF SAID POLICY CANCELS. \*Except 10 Days Notice Of Cancellation For Non-Payment Of Premium.

CERTIFICATE HOLDER	CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: WIC1002054-01

## THIS ENDORSEMENT CHANGES THE POLICY - PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED ENDORSEMENT PRIMARY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured is amended to include as an Additional Insured any person(s) or organization(s) whom you are required to add to this policy as an Additional Insured under a written agreement in effect or becoming effective during the policy period. This insurance applies only to "bodily injury" and "property damage" that occurs subsequent to execution of the written agreement and subsequent to the issuance of a certificate of insurance indicating such person(s) or organization(s) as Additional Insured(s).

The insurance provided hereby to the Additional Insured(s) is limited as follows:

- 1. The coverage afforded hereby to such Additional Insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the Additional Insured was held liable.
- 2. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
- 3. Any coverage provided under this endorsement for any Additional Insured will never be broader than coverage provided to any Named Insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.

POLICY NUMBER: WIC1002054-01

## THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

We agree to waive any and all subrogation claims or rights of recovery against any person(s) or organization(s) if there is an executed written agreement with that person(s) or organization(s) which requires a Waiver of Subrogation Clause from the Named Insured, except for "losses" which are due in whole or part to the negligence or errors and omissions of such person(s) or organization(s).

All other terms and conditions of the policy remain unchanged.

## DOCUMENT 00 4100

## **BID AND ACCEPTANCE FORM**

CTG Construction Inc. dba
Bidder Name: C.T. Georgiou Painting Co.

## 1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date; and deposit with Los Angeles Unified School District, Facilities Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017. The bid shall be submitted by the bid due date at the customer service desk located in the first floor lobby of the building. The bid will be opened and read on the 28th Floor, Room 28-102, about one-half hour after the bid deadline.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: Before 10:00 A.M. on February 10, 2020.

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

## 1.03 PROJECT IDENTIFICATION:

A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: WILBUR CHARTER FOR ENRICHED ACADEMICS, EXTERIOR PAINT (PSA), PROJECT # 10370116/190647.

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

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

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

(\$ 194, 700.00 (numeric figures)

1.06 BID ITEMS N/A

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

- 1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. N/A
- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

RE-BID EXTERIOR PAINT WILBUR CHARTER FOR ENRICHED STUDIES

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

## 1.09 BASIS OF AWARD OF CONTRACT:

- A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
- B. 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.

## 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 work-manlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with the following titled Project:

## Wilbur Charter for Enriched Academics - Exterior Painting

## 2010032/10370116

[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 120 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:

- 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

RE-BID EXTERIOR PAINT WILBUR CHARTER FOR ENRICHED STUDIES

REVISED 7/1/2019 BID AND ACCEPTANCE FORM 00 4100-2 Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE	E: 02/10/2020	, 20_20	_
	ction Inc. dba C.T. Georgiou Pa		(SEAL)
(Firm Na	me as it appears on Contractor's St	ate License)	and the second
Costas Geor	giou		Millian Ilic
(Authoriz	zed person to sign bid - print name		Till Officeres
25.5	w heart		30.3
(Signatur	re of authorized person to sign bid)		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			Esta all all
Business Address: _	433 Lecouvreur Avenue.		
	Wilmington, California 9074	14	Thuman Care
Phone No. (310	0)834-8015		
Fax No. (310)8	34-1660		
Email Address g	us@ctgconstruction.net		

ract Number
 with Plans

1.10 ACCEPTANCE

This Contract is made and entered into on the date set forth on Page 4 of this Contract, by and between Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and
CTG Construction Inc. dba C.T. Georgiou Painting Co.
{Name as it appears on Contractor's State License - to be filled in by OWNER / Facilities Contracts } , a S-Corporation
{sole ownership, partnership, corporation, joint venture, or other}
This Contract is for the purpose of constructing that Project identified as Wilbur Charter for Enriched
Academics and commonly referred to as Exterior Painting (PSA).
CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents 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 Control Documents, the sum ofOne Hundred Ninety- Four Thousand, Two Hundred Dollars
(To be filled in by OWNER / Office of Facilities Contracts)  (\$\194,200.00\), subject to any additions or deductions, if any, as provided in the Contract Documents. understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, if which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such 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-na Contract Documents and not by others shall be done as if required by all.
Executed on, 20 at Los Angeles, California.  (To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Facilities Contracts Administration (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up \$100K))
LOS ANGELES UNIFIED SCHOOL DISTRICT
Dur
By:

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

ADMINISTRATOR, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT CONTRACT

END OF DOCUMENT

RE-BID EXTERIOR PAINT WILBUR CHARTER FOR ENRICHED STUDIES

ADMINISTRATION MANAGER

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

## \$2830.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

## DOCUMENT 00 6114 PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION, Hereinafter called OWNER, and CTG CONSTRUCTIONINC. dba CT GEORGIOU PAINTING CO.

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety, denominated as number 2010032,

described as EXTERIOR PAINTING at WILBUR CHARTER FOR ENRICHED ACADEMICS (10370116)

and is in the Contract Amount of \$194,200.00,

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 ONE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED DOLLARS (\$194,200.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

- 1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.
- 2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:
- a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
- c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Contract Amount; or
- d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:
- (i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

REVISED 01/05/2012 FAITHFUL PERFORMANCE BOND (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 followare the same meaning ascribed to them in the Contract Documents, Contract Amount, Contract Time, Day, P.	wing terms that are specially defined in the Contract shall act: OWNER, CONTRACTOR, Contract, Work, Contract unch List, and Substantial Completion.		
Signed and sealed this 12th day	of March 2020		
CTG Ci dba CT GE	tor/principal onstruction inc. orgiou painting co. ostas Georgiou - President		
Timo_			
Surety Name The Ohio Casualty Insurance Company Address of Surety 790 The City Dr., South, #200 Orange, CA 92868 Telephone Number 714-634-5727 Bond Number 24243348	By Les M. Mantle-Attorney in Fact Address 1440 N. Harbor Blvd., #610 Fullerton, CA 92835 Telephone Number 714-441-2722		
The OWNER will obtain the following certification:			
CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE  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		

#2010032/RT

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

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	1					
County of <u>Lo</u>	s Angeles					
On 03/12/2020	before me,	I iliana Garcia- N	otary Public			
Da		Here Insert Name	and Title of the Officer			
personally appeared	Costa	s Georgiou				
,		Name(s) of Signer(s)	and the second s			
authorized capacity(i	ent and acknowledged to me that es), and that by his/her/their sigr the person(s) acted, executed th	nature(s) on the instrume the instrument.	nt the person(s), or the entity			
	LILIANA GARCIA ptary Public - California Los Angeles County commission # 2321066 pmm. Expires Feb 25, 2024.	-				
	Signature Allum auca					
Place Notary S	Seal and/or Stamp Above		nature of Notary Public			
	OPTI	IONAL				
1	ompleting this information can fraudulent reattachment of this					
Description of At	tached Document					
Title or Type of D	ocument:	economica de la companya de la comp				
Document Date:	-the-the-the-the-the-the-the-the-the-the		umber of Pages:			
	an Named Above:					
© Corporate Office □ Partner – □ Lin □ Individual	Costas Georgiou er – Title(s): President	☐ Partner — ☐ Limite ☐ Individual	Title(s):d General			
- 1103CC	we wanted the political ACCO.	C Hustee	a surround of sometivers			

Signer is Representing:

Signer is Representing: C.T. Georgiou Painting Co.

## **CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

BUBUS	
A notary public or other officer completing this certificate to which this certificate is attached, and not the truthfulne	verifies only the identity of the individual who signed the document ess, accuracy, or validity of that document.
State of California	}
County of Orange	}
on 3-12-2020 before me. N	lary Martignoni - Notary Public
Date	Here Insert Name and Title of the Officer Les M. Mantle
	Name(s) of Signer(s)
to the within institutions and acknowledged to me th	inature(s), on the instrument the person of or the antity
MARY MARTIGNONI COMM #2301319 NOTARY PUBLIC - CALIFORNIA PUBLIC - CALIFORNIA ORANGE COUNTY My Commission Expires Sept. 9, 2023	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.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s) Signer's Name: Les M. Mantle	Signer's Name:
☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer is Representing: The Ohio Casualty Insurance Company	Signer is Representing:



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: 8200677-972012

on any business day.

10-832-8240 between

ď

## 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, the 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, Les M.

all of the city of Fullerton 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

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 1st day of March

INSUR





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

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance day of March 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. this Power of Attorney call 9:00 am and 4:30 pm EST

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

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-infact 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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of







## PREMIUM INCLUDED IN PERFORMANCE BOND

## DOCUMENT 00 6113 PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and CTG CONSTRUCTION INC. dba CT GEORGIOU PAINTING CO.

hereinafter called the CONTRACTOR, have entered into a Contract

## EXTERIOR PAINTING AT WILBUR CHARTER FOR ENRICHED ACADEMICS (10370116) for:

Contract Amount: \$194,200.00 (ONE HUNDRED NINETY FOUR THOUSAND TWO HUNDRED DOLLARS)

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

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.

12th

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 this12th	day of March 20 20
CTG Co dba CT GEO	RACTOR/PRINCIPAL ONSTRUCTION INC ORGIOU PAINTING CO.  e Costas Georgiou - President
Surety Name The Ohio Casualty Insurance Company Address of Surety 790 The City Dr., South, #200	By Les M. Mantle-Attorney in Fact Address 1440 N. Harbor Blvd., #610
Orange, CA 92868  Telephone Number 714-634-5727  Bond Number 24243348	Fullerton, CA 92835 Telephone Number 714-441-2722
The OWNER will obtain the following certification:	
CERTIFICATION BY LOS AN I hereby certify:	
	Conny B. McCormack, County Clerk
Date	By

#2010032/RT

A notary public or other officer completing this certificate ve to which this certificate is attached, and not the truthfulnes	rifies only the identity of the individual who signed the document s, accuracy, or validity of that document.
State of California	A STATE OF THE STA
County of Los Angeles	
Jos Hingeles	
On <u>03/12/2020</u> before me,	Liliana Garcia- Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedCOSTA	s Georgiou
	Name(s) of Signer(s)
to the within instrument and acknowledged to me the	nature(s) on the instrument the person(s), or the entity
LILIANA GARCIA Notary Public - California Los Angeles County Commission # 2321066 My Comm. Expires Feb 25, 2024	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.
Place Notary Seal and/or Stamp Above	Signature of Notary Public
Completing this information can	deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)  Signer's Name: Costas Georgiou  Corporate Officer – Title(s): President  Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:  Signer is Representing: C.T. Georgiou Painting Co.	Signer's Name:  Corporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer is Representing:

CALIFORNIA ACKNOWLEDGMENT	CIVIL CODE § 1189
	800480000000000000000000000000000000000
A notary public or other officer completing this certificat to which this certificate is attached, and not the truthful	te verifies only the identity of the individual who signed the document ulness, accuracy, or validity of that document.
State of California County of Orange	}
on 3-12-2020 before me	Mary Martignoni - Notary Public
Date personally appeared	Here Insert Name and Title of the Officer Les M. Mantle
	Name(s) of Signer(s)
to the within instrument and acknowledged to me	dence to be the person(x) whose name(x) is/are subscribed that he/she/they executed the same in his/bef/their signature(x) on the instrument the person(x), or the entity ed the instrument.
MARY MARTIGNONI COMM #2301319 NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY My Commission Expires Sept. 9, 2023	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.
Place Notary Seal and/or Stamp Above	Signature of Notary Public  PTIONAL
Completing this information co	an deter alteration of the document or
Description of Attached Document	his form to an unintended document.
Title or Type of Document:	
D	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(les) Claimed by Signer(s) Signer's Name: Les M. Mantle	Signer's Name:
☐ Corporate Officer – Title(s): ☐ Partner – ☐ Limited ☐ General	Li Corporate Officer — Title(s):
☐ Individual	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservato	

Signer is Representing: \_\_

Signer is Representing:
The Ohio Casualty Insurance Company



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: 8200677-972012

business day

on any

call

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That T	he Ohio Casualty Insurance Company is a company
Liberty Mutual Insurance Company is a corporation duly org	The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that plantized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized lied the "Companies"), pursuant to and by authority begin set for the received the company is a corporation duly organized
under the laws of the State of Indiana (herein collectively ca	led the "Companies") purguent to and by such that the little in the litt
Mantle	landed under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized led the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Les M.

all of the city of Fullerton 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

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

INSUR





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

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 1st day of On this 1st day of March, 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

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.

confirm the validity of this Power of Attorney 10-832-8240 between 9:00 am and 4:30 pm 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-infact 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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this  $12 \, th$  day of







## **Facilities Services Division**

# **FCC Contractor History Report**

# CTG Construction Inc DBA CT Georgiou Painting Co - 11700

Colin ID	Scope ID	ID Location Name	Scope Status	Project Scope	Scope Award	Contract Award	Chg Ord Amt	CO Pct A	ward Date	CO Pct Award Date NTP Date	Cont Dur Est Comp
		Facilities Services Divid	Open	JOC MO #2030006 F		1,500,000.00			07/31/19	07/31/19 07/31/19	
		Facilities Services Divi:	Open	JOC MO #2030006 F		1,500,000.00			07/31/19	07/31/19	

°Co

Grand Total:

1,500,000.00

## Takeda, Rosanna

**From:** noreply@laschools.org

Sent: Wednesday, March 18, 2020 3:08 AM

**To:** Takeda, Rosanna

**Cc:** Jones, Quintin; White, Beverly

**Subject:** Funding Processed for Wilbur Charter for Enriched Academics - Ref# 2010032

## Hi Rosanna,

The funding request you submitted for 2010032 has been funded by Quintin L. Jones. The requested amount was for \$194,200. The request has been forwarded to FPPS, Parveen Ahmed, on your behalf for encumbrance.

EPRF ID: 204196 Request Type: Formal eRFA ID: 322314408

Funded Amount: \$194,200 COLIN Project ID: 10370116

COLIN Project Name: Wilbur Charter for Enriched Academics - Exterior Painting School Name: Wilbur Charter for

**Enriched Academics Vendor Name:** 

Facilities Blanket: 2010032

Contract Number: Scope ID: 190647

Description of Work: EXTERIOR PAINTING

FPPS Technician: Parveen Ahmed

Note: Please do not reply to this e-mail notification. It was sent to you through an automated system that is not

monitored.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2020

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

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

	ertificate does not comer rights to the	CEILI	iicale	indiaer in lieu di St	acii e	iluoisei	iiciiųs).				
PROD	DUCER					CONTACT	NAME: Kath	leen Dalessandro			
Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811						PHONE (A/C, No,	Ext): (213)	270-0156 FAX (A/C, No):			
						E-MAIL A	DDRESS: Kath	leen.Dalessandro@allia	nt.com		
INSUI	·							R(S) AFFORDING COVER			NAIC#
	T. Georgiou Painting 3 Lecouvreur Avenue							utual Fire Insurance Comp lational Insurance Compan			23035
W	ilmington, CA, 90744							ance Corporation	у		10120 33600
	tn: Costas Georgiou VERAGES CERTIFIC	ATE	· NII II	MBER: 152774				REVISION I	HIMDI	-D.	
THI NO ISS	VERTIFIED S IS TO CERTIFY THAT THE POLICIES OF II TWITHSTANDING ANY REQUIREMENT, TER UED OR MAY PERTAIN, THE INSURANCE A CH POLICIES. LIMITS SHOWN MAY HAVE BI	NSUF RM OF FFOF	ANCE R CON RDED	E LISTED BELOW HAV IDITION OF ANY CON BY THE POLICIES DE	TRAC' SCRIE	T OR OTH	HER DOCUMEN	JRED NAMED ABOVE FOR IT WITH RESPECT TO WHI	THE PO	LICY PERIO	ATE MAY BE
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		ICY EFF DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY			TB2-661-067129- 028	03/0	3/2020	05/01/2023	GL-EachOccurrence			\$2,000,000
	CLAIMS-MADE X OCCUR			020				GL-DamageToRentedP	remise	s	\$1,000,000
								GL-MedExp			\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PROJECT LOC							GL-Personal&AdvInjur	у		\$2,000,000
	OTHER PROJECT   LOC							GL-GeneralAggregate			\$4,000,000
								GL-ProductsComp/OP	Aggreg	ate	\$4,000,000
	ANY AUTO							AL-CombinedSingleLir	nit		
	OWNED AUTOS							AL-BodilyInjury(Per pe	rson)		
	ONLY HIRED AUTOS ONLY ONLY ONLY ONLY							AL-BodilyInjury(PerAc	cident)		
	ONL1							AL-Property Damage(P	er Acci	dent)	
В	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS - MADE			XC1EX00107181	03/0	3/2020	05/01/2023	EUL-Aggregate			\$10,000,000
	DED RETENTION \$							EUL-EachOccurrence			\$10,000,000
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA5-66D-067235-	03/0	3/2020	05/01/2021	X WC-StatutoryLimit	s	Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			019				WC-E.L.EachAccident			\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF							WC-E,L,DiseasePolicyl	_imit		\$1,000,000
	OPERATIONS below							WC-E.L.Disease EachE	mploye	е	\$1,000,000
	Pollution Liability							PL-AggregateLimit			
								PL-PerOccuranceLimit			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks	Sched	ule, may be	attached if more	space is required)		•	
20100	lamed Insured is a participant in the Los Angeles L 132 at the following schools: 7774 - Wilbur Element roject, whichever is first.										
CEI	RTIFICATE HOLDER					CANC	ELLATION				
C. 43	T. Georgiou Painting 3 Lecouvreur Avenue ilmington, CA, 90744					THE ACCC	EXPIRATION RDANCE WIT	E ABOVE DESCRIBED POI DATE THEREOF, NOTIC H THE POLICY PROVIS	E WIL ONS.	L BE DE	ELIVERED IN
	tn: Costas Georgiou					AUTHOR	RIZED REPRES	ENTATIVE : AUTHORIZED	REPRES	SENTATIVE	

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## ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 03/27/2020

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

C. T. Georgiou Painting 433 Lecouvreur Avenue Wilmington, CA, 90744 Attn: Costas Georgiou

INSURED

C. T. Georgiou Painting 433 Lecouvreur Avenue Wilmington, CA, 90744 Attn: Costas Georgiou

(continued from previous page)

## Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 3/3/2020 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: 3/3/2020 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: 3/3/2020 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: 3/3/2020 to 5/1/2023

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2020

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

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

	ertificate does not comer rights to the	CEILI	iicale	indiaer in lieu di St	acii e	iluoisei	iiciiųs).				
PROD	DUCER					CONTACT	NAME: Kath	leen Dalessandro			
Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811						PHONE (A/C, No,	Ext): (213)	270-0156 FAX (A/C, No):			
						E-MAIL A	DDRESS: Kath	leen.Dalessandro@allia	nt.com		
INSUI	·							R(S) AFFORDING COVER			NAIC#
	T. Georgiou Painting 3 Lecouvreur Avenue							utual Fire Insurance Comp lational Insurance Compan			23035
W	ilmington, CA, 90744							ance Corporation	у		10120 33600
	tn: Costas Georgiou VERAGES CERTIFIC	ATE	· NII II	MBER: 152774				REVISION I	HIMDI	-D.	
THI NO ISS	VERTIFIED S IS TO CERTIFY THAT THE POLICIES OF II TWITHSTANDING ANY REQUIREMENT, TER UED OR MAY PERTAIN, THE INSURANCE A CH POLICIES. LIMITS SHOWN MAY HAVE BI	NSUF RM OF FFOF	ANCE R CON RDED	E LISTED BELOW HAV IDITION OF ANY CON BY THE POLICIES DE	TRAC' SCRIE	T OR OTH	HER DOCUMEN	JRED NAMED ABOVE FOR IT WITH RESPECT TO WHI	THE PO	LICY PERIO	ATE MAY BE
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		ICY EFF DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY			TB2-661-067129- 028	03/0	3/2020	05/01/2023	GL-EachOccurrence			\$2,000,000
	CLAIMS-MADE X OCCUR			020				GL-DamageToRentedP	remise	s	\$1,000,000
								GL-MedExp			\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PROJECT LOC							GL-Personal&AdvInjur	у		\$2,000,000
	OTHER PROJECT   LOC							GL-GeneralAggregate			\$4,000,000
								GL-ProductsComp/OP	Aggreg	ate	\$4,000,000
	ANY AUTO							AL-CombinedSingleLir	nit		
	OWNED AUTOS							AL-BodilyInjury(Per pe	rson)		
	ONLY HIRED AUTOS ONLY ONLY ONLY ONLY							AL-BodilyInjury(PerAc	cident)		
	ONL1							AL-Property Damage(P	er Acci	dent)	
В	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS - MADE			XC1EX00107181	03/0	3/2020	05/01/2023	EUL-Aggregate			\$10,000,000
	DED RETENTION \$							EUL-EachOccurrence			\$10,000,000
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WA5-66D-067235-	03/0	3/2020	05/01/2021	X WC-StatutoryLimit	s	Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			019				WC-E.L.EachAccident			\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF							WC-E,L,DiseasePolicyl	_imit		\$1,000,000
	OPERATIONS below							WC-E.L.Disease EachE	mploye	е	\$1,000,000
	Pollution Liability							PL-AggregateLimit			
								PL-PerOccuranceLimit			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks	Sched	ule, may be	attached if more	space is required)		•	
20100	lamed Insured is a participant in the Los Angeles L 132 at the following schools: 7774 - Wilbur Element roject, whichever is first.										
CEI	RTIFICATE HOLDER					CANC	ELLATION				
C. 43	T. Georgiou Painting 3 Lecouvreur Avenue ilmington, CA, 90744					THE ACCC	EXPIRATION RDANCE WIT	E ABOVE DESCRIBED POI DATE THEREOF, NOTIC H THE POLICY PROVIS	E WIL ONS.	L BE DE	ELIVERED IN
	tn: Costas Georgiou					AUTHOR	RIZED REPRES	ENTATIVE : AUTHORIZED	REPRES	SENTATIVE	

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## ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 03/27/2020

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

C. T. Georgiou Painting 433 Lecouvreur Avenue Wilmington, CA, 90744 Attn: Costas Georgiou

INSURED

C. T. Georgiou Painting 433 Lecouvreur Avenue Wilmington, CA, 90744 Attn: Costas Georgiou

(continued from previous page)

## Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 3/3/2020 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: 3/3/2020 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: 3/3/2020 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: 3/3/2020 to 5/1/2023

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

## **Facilities Construction Contracts**

EMAILED: geor123@pacbell.net

333 S. BEAUDRY AVE LOS ANGELES, CA 90017

Tele: (213) 241-1156 / Fax: 562-654-9030

LOCAL DISTRICT PROJECT MANAGEMENT: REGION M&O Execution

## POST BID QUESTIONNAIRE

Date: February 21, 2020

FACILITIES CONSTRUCTION CONTRACTS, 28th Floor 333 S. Beaudry Ave. Los Angeles, CA 90017

**Project Name:** 

WILBUR CHARTER FOR ENRICHED ACADEMICS

**Project Description: EXTERIOR PAINTING** 

**Project Number(s): Contract No:** 

10370116 2010032

Bidder's Name:

CTG CONSTRUCTION INC dba CTG GEORGIOU PAINTING

## **BID PROCESS**

Were the bid documents clear and concise?
yes
Did you review and re-evaluate your lump sum bid to ascertain if an error was made?
yes
Did you understand and receive all addenda, including any bid clarifications?
yes
Are there any unanswered questions or gray areas about the bid process that need attention at this time?

C&P Construction Development Inc.	February2020
If bid alternates were required, did you understand all of them?	
BID & PROJECT SCOPE	
Were the limits and requirements of the scope of work clear and concise?  yes	
Are there any gray areas that still need clarification?	
Why were you able to come in significantly lower than the grouping of bidders?	
Are you paying prevailing wages per diem rates? yes	
Did you bid the project in accordance with the contract requirements, plans and specifications? yes	
Were the requirements and limits of the contract time and corresponding schedule clear and correspo	ncise?
Are all of your listed subcontractors ready to proceed per their written bid quotations? yes	
What scopes of work are you planning to do with your own forces?  painting	
Are there any unanswered questions or gray areas about the scope of work which need attention	n at this time?

Are you aware that the Project Stabilization Agreement (PSA) is applicable to this project, and did you incorporate this cost in your lump sum bid?

ye

194,200.00

Bidder's Signature

The above mentioned and noted interview has been completed as of the date and time provided, and is annotated to the best of my knowledge and information.

**Bidder's Signature** 

Costas Georgiou, President

Print / Sign / Title













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## Surety Company Information

**Surety Company** 

H15

Code

**OHIO CASUALTY INSURANCE COMPANY (THE)** 

Company Information

175 BERKELEY STREET BOSTON MA 02116 (206) 473-6210

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PRINT DATE: Feb 10, 2020



## LOS ANGELES UNIFIED SCHOOL DISTRICT FACILITIES SERVICES DIVISION TABULATION OF BIDS RECEIVED BY FACILITIES CONSTRUCTION CONTRACTS

BEFORE 10:00 AM ON Feb 10, 2020

**ADVERTISED** 

PRE-BID MEETING: MANDATORY ADVERTISED AS: C-33 Painting
COLIN #: BASIS OF AWARD: BASE BID ONLY

SCHOOL NAME: WILBUR CHARTER FOR ENRICHED ACADEMICS NO. OF ADDENDA: 0

PROJECT NAME: WILBUR CHARTER FOR ENRICHED ACADEMICS - TIME PERIOD FOR

EXTERIOR PAINTING COMPLETION OF WORK: 120

CONTRACT SCOPE: EXTERIOR PAINTING

CONTRACTOR CAUSED

COMPENSABLE DELAY: \$250 PER CALENDAR DAY

SCOPE(S) #: 190647 PSA: Yes

BID NUMBER: 2010032 LADJ: 01/22/2020 and 01/28/2020

BEST VALUE CONTRACT: No ESTIMATED BASIS

OF AWARD: \$193,453.00

CALENDAR DAYS

NAME OF BIDDER	SBE PREFERENCE CALCULATION	BID AMOUNT
* A.J. Fistes Corporation (SBE) 729357 (LOW BIDDER w/SBE PREF)  ** CTG Construction, Inc. dba CT Georgiou Painting Co. (SBE) 635916	\$170,285.71 \$184,952.38	\$178,800.00 \$194,200.00
***Omega Construction Company, Inc. (SBE) 464910	\$232,380.95	\$244,000.00
Prime Painting Contractors, Inc. 717259	\$244,500.00	\$244,500.00
Piana Construction & Painting Inc (SBE) 731555	\$283,523.81	\$297,700.00

## SUBCONTRACTORS LISTED BELOW FOR THE THREE LOWEST BIDDERS ONLY

## \* | FIRST LOWEST BIDDER:

## A.J. FISTES CORPORATION

2214 ATLANTIC AVE., LONG BEACH, CA, 90806, Phone:

ADDITIONAL NOTES:

5% SBE PREFERENCE APPLIED

SECOND LOWEST BIDDER:		
CTG CONSTRUCTION, INC. DBA CT GEORGIOU PAINTING CO.		
433 LECOUVREUR AVENUE, WILMINGTON, CA, 90744, Phone:		
SUBCONTRACTOR	TYPE(S) OF WORK	
Karcher Environmental, Inc.	Asbestos	
SOCAL STORMWATER RUNOFF SOLUTION SERVICES	Water Runoff	
ADDITIONAL NOTES:		
5% SBE PREFERENCE APPLIED		

OMEGA CONSTRUCTION COMPANY, INC.

P.O. BOX 7038, NORTHRIDGE, CA, 91327, Phone:

ADDITIONAL NOTES:

5% SBE PREFERENCE APPLIED

CAA: ROSANNA TAKEDA (Phone: 213-241-3153) Page 2 of 2