# Los Angeles Unified School District

# **Procurement Services Division**

AUSTIN BEUTNER
Superintendent

MEGAN K. REILLY
Deputy Superintendent
Business Services and Operations



JANICE SAWYER Interim Business Manager

JUDITH REECE Chief Procurement Officer

October 7, 2019

Sent Via Fax & Email: (323) 222-8312 geronimo\_concrete@sbcglobal.net alejandra.geronimoconcrete@yahoo.com

GERONIMO CONCRETE, INC. 4560 Huntington Drive North Los Angeles, CA 90032

Attn: Geronimo Lopez, President

#### NOTICE OF AWARD

**Bid /Contract No.:** 

2010008 (Colin #10368303)

Project Name:

**GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS (SCOPE ID 188840)** 

Description:

PLAYGROUND PAVING AND ADA BARRIER REMOVAL (PSA)

**Contract Amount:** 

\$4,150,000.00

**Contract Duration:** 

420 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on October 7, 2019 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), Xavier Lujan, at (213) 369-2851, 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) 241-1143.

Sincerely,

Maria Castrellon

Maria Castrellon

**Contract Administration Analyst** 

c: Yeghishe Minassian, Regional Director Xavier Lujan, OAR Inspection Section John McEvoy Alliant Insurance Services Existing Facilities P/S

Bidder Name: Geronimo Conciete, Inc

#### **DOCUMENT 00 4100**

#### BID AND ACCEPTANCE FORM

#### 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 August 20, 2019

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: GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS - PLAYGROUND PAVING AND ADA BARRIER REMOVAL (10368303 – 188840)

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 Nu

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:

(\$ <u>4, 150, 000</u>) (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.

PLAYGROUNG PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

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.

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.

#### B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

#### Article 1 - Scope of Work

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

#### GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

# 2010008 - 10368303/188840

[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 420 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

PLAYGROUNG PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

REVISED 7/1/2019 BID AND ACCEPTANCE FORM 00 4100-2 shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE: August 20th ,20 19	<del></del>
By Geronimo Concrete Inc.	(SEAL)
(Firm Name as it appears on Contractor's State License)	
Geronimo Lopez	
(Authorized person to sign bid – print name)	/
Bernin Lyn.	$\checkmark$
(Signature of authorized person to sign bid)	
Business Address: 4560 Huntington Drive North	
Los Angeles, CA 90032	
Phone No. (323) 225 - 2016	
Fax No. (323) 222 - 8312	
Email Address oferonimo - concrete @ Sbcglobal.net	ŀ





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
CIERDNIMO CONCRETE, Inc
This Contract is for the purpose of constructing that Project identified as: <b>GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS</b> and commonly referred to as <b>PLAYGROUND PAVING AND ADA BARRIER REMOVAL</b> 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 four million one hondred fifty thousand and "loo Dollars" (5 150,000.00), 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 October 7, 20 19 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:  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 PENDED THE RID NON-PESPONSIVE

END OF DOCUMENT

PLAYGROUNG PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

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

DOCUMENT 00	4313
ביין מוניין וויין פון מוניין וויין פון מוניין וויין פון מוניין פון מוניין פון מוניין פון מוניין פון מוניין פון	
Bond Number 8/54	
Merchants Bonding Company (Mutual)	Surety
Geronimo Concrete, Inc.	Bidder
THE LOS ANGELES UNIFIED SCHOOL DISTRICT, acting by and thro	
OF LOS ANGELES	
TEN PERCENT (10%) OF THE AMOUNT OF THE BASE BID ATTAC Project Description: PLAYGROUNG PAVING AND ADA BARRIER RE Date of Bid Opening: August 20, 2019 Project Number(s): 10368803/188840	
Contract Number: 2010008	•
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, with	hich is attached hereto and made part thereof.
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and of the United States, for which payment we bind ourselves, our heirs, executors, admit	severally, to OWNER in the amount set forth above, lawful money
If the bid or any part of the bid shall be accepted and a contract awarded to the bidde the terms, conditions, and obligations to be kept and performed on the part of the bidd and shall furnish bond(s) as required by the contract and specifications, or the call for this obligation shall be void; officewise it shall remain in full force and effect for a mink by law, or longer through mutual agreement of the OWNER and bidder.	r by OWNER, and if the bidder shall well, truly and fully perform all der, and shall within the required time enter into a written contract
This instrument and the amount of money set forth above shall be applied toward, but be sustained by OWNER if the bidder fails to execute a written contract, or fails to sectems, conditions and obligations to be kept and performed on the part of the bidder.	shall not be considered a limitation upon, any damages which may wre the necessary bond(s), or fails to comply with all the
The maximum amount of Surety's liability claimable and recoverable under this instrumency set forth above. In addition to the liability of the Surety under this bond, the Cobond reasonable attorneys' fees and costs, even if such amounts exceed the penal su	With theil custored to the appropriate analysis and and house to be a life
Dated this 14th day of August 20 19	in of this bond.
20 <u>13</u>	ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT
Geronimo Concrete, Inc.	State of
BIODER	County of
By (signed) Signature of Authorized Person	On , before me.
Title Geronimo Lopez - President	, a Notary Public
	•
	Personally appeared
Merchants Bonding Company (Mutual)	of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to
SURETY	me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument
Les M. Mantle-Attorney in Fact	the person, or the entity upon behalf of which the person acted, executed the instrument.
1440 N. Harbor Blvd., #610	WITNESS my hand and official seal. (Notary Seal)
E !!	-
74,444,0700	
Coopilotto	Signature of Notary
ATTACH CERTIFIED COPY OF POWER OF ATTORNEY  (THIS DOCUMENT <u>CANNOT</u> BE ALTERE!  [If you do not submit a certified or cashier's check, failure to su  END OF DOCUM	C, MODIFIED, OR CHANGED.) bmit this form shall render your bid non-responsive)
PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS	REVISED 01/05/2012 BID SECURITY FORM

00.4313.1

## **CIVIL CODE § 1189**

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	)
County ofOrange	)
On 8-14-19 before me,	Mary Martignoni - Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Les M. Mantle
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknow	
***************************************	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MARY MARTIGNONI	WITNESS my hand and official seal.
COMM #2123099 NOTARY PUBLIC - CALIFORNIA	
ORANGE COUNTY  My Commission Expires Sept. 9, 2019	Signature may marke
<u> </u>	Signature of Notary Public
	\
Place Notary Seal Above	
Though this section is optional, completing this	PTIONAL  is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
	Document Date:
	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Les M. Mantle</u>	Signer's Name:
☐ Corporate Officer — Title(s):	
□ Partner — □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ■ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Merchants Bonding	Signer Is Representing:
Company (Mutual)	



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

Les M Mantle

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th

th day of

April

, 2017

TIONA O NING COMPONING COM

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

President

STATE OF IOWA COUNTY OF DALLAS SS.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14thday of August, 2019



William Warner Jo Secretary

#### **DOCUMENT 00 4336**

#### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01	GENERAL

Bidder Name:

- 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 that intend to contract with any mechanical, electrical, and plumbing (MEP) subcontractors to perform any such component work on the Project shall only select MEP subcontractors on the OWNER's list of prequalified MEP subcontractors in accordance with Document 00 1116 and Document 00 2113. 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)].

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State Liceuse)	LICENSE NO.	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE)
Partitions	Penner Partitions	1924223	100 600 4040	Anaheim, CA
Fire Alarm	Simplex/Johson Controls	12445	100 000 0593	Folsom, CA
Electrical.	Deita Electric Mas	739481	100 001 2244	Buena Park, CA
Doors :	JMC Lock & Security	974139	100 038 2246	Palmolale, CA
Landscape	Marina Landscape, Inc	1492862	100 000 0079	Orange, CA
Jolar Coating	Creative Paving Solutions	1042300	100 005 9798	Tempe, AZ
Water Proofing	OC Coatings	954487	100 005 0024	Yorbalinda, CA
Plumbing	Shack Plumbing NOS /	1001655	100 002 9493	Santa Monica. CA
Shoring	Brand Safway Services, LLC	472948	100 000 4640	Gardena, CA
Abatement	Eagle Construction V	970089	100 000 1143	Bell Gardens, CA
		-		

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

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS ADDEMDUM NO. 2 SUBLETTI

**REVISED 08/02/2019** 

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

00 4336-1

#### DOCUMENT 00 4500

#### CERTIFICATION REQUIREMENTS

#### 1.01 GENERAL

Bidder Name: Geronimo Concrete, 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

C.

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

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

Former Board of Education Members, Employees, Consultants, Subcontractors:			
N/A	NA	N/A	
The OWNER Ethics Policy is availa	able online through the follow	wing link:	
https://achieve.lausd.net/Page/1403	<u>37</u>		

- 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)

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS ADDENDUM NO. 2

	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)
Ø	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 <u>estimate</u> 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.

Ren	Fotal .
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	\$
Cand Lotal	\$

#### 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 <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> 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 <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> for more information.

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS ADDENDUM NO. 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

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS ADDENDUM NO. 2

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 Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses 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 from the OWNER's list of prequalified 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) {IF APPLICABLE}

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, INELIGIBILTY FOR AWARD

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

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS ADDENDUM NO. 2

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 August 20, 2019, at Los Angeles, California.

By: President

Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

#### **DOCUMENT 00 4519**

#### NON-COLLUSION AFFIDAVIT

1.01	GENER	RAL	
	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 de	emed non-responsive.
	Californion of	s Angeles ss.	
*		Cieron imo Lopez , being first duly sworn, depose	es and says that he or she
foregoin or corpor put in a a sham commun the bid propose bid pric to any	ng bid, the pration; the false or sibid, or a nication, or price, or od contracte or any b	of Signer)  (Name of Licensee Bidding)  e bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, a he bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or soltham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, of that any other bidder, or to secure any advantage against the public body awarding the contract of t; that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly or conference, or the contents thereof, or divulged information or data relative thereto, or paid, on, partnership, company association, organization, bid depository, or to any member or agent a bid.	icited any other bidder to r or anyone else to put in y, sought by agreement, profit, or cost element of f anyone interested in the cetly, submitted his or her and will not pay, any fee
Bidder 1	Name _	Cheronimo Concrete, Inc. Name as it appears on Contractor's State License	Check One:
IRS Em	ployers Id	dentification Number: 95-4738517	Sole Ownership
Contrac	tor's State	e License: $\frac{770018}{\text{Number}}$ $\frac{A_1B_1C-8_1C-12_1C-13_1C-23}{\text{Classification(s)}}$	Partnership  Corporation
Name o	f License	Holder: Geronimo Lopez	Other
	ion Date:		$\mathcal{C}_{\mathcal{A}} = \mathcal{A}_{\mathcal{A}} = \mathcal{A}_{\mathcal{A}}$
Address	45	560 Huntington Drive North Phone (323)	225-2014
City _		<b>3</b>	222-8312
		below binds bidder to all the stated conditions and bidder certifies under penalty of perjury under regoing is true and correct."	er the laws of the State of
Ву	_Ge	Print Name  Signature and	<u>president</u> /
(Affida	vit shall b	be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)	
Dated t	his	20th day of August 20 19	

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

END OF DOCUMENT

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

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

#### **DOCUMENT 00 6113**

#### PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and GERONIMO CONCRETE, INC.

hereinafter called the CONTRACTOR, have entered into a Contract

dated September 10, 2019 MC

October 7, 2019

# for <u>PLAYGROUND PAVING AND ADA BARRIER REMOVAL (PSA)</u> at <u>GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS</u> (SCOPE ID 188840/COLIN 10368303)

Contract

Amount FOUR MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$4,150,000.00)

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

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

#### PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above 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 11th	day of September 20 19	
CONTRACTOR/PRINCIPAL GERONIMO CONCRETE, INC.	SURETY: Merchants Bonding Company (Mutual)	
By Somin Lys	Les M. Mantle-Attorney in Fact 1440 N. Harbor Blvd., #610 Address Fullerton, CA 92835	
Title Geronimo Lopez - President	Telephone Number 714-441-2722  Bond Number CAC 717732	
	Bond Number One 111762	

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

PLAYGROUND PAVING AND ADA BARRIER REMOVAL GRATTS LEARNING ACADEMY FOR YOUNG SCHOLARS

#2010008 MC

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	)		
On 9-11-19 before me,	Mary Martignoni - Notary Public		
Date	Here Insert Name and Title of the Officer		
	Les M. Mantle		
personally appeared	Name(s) of Signer(s)		
subscribed to the within instrument and acknow			
,	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.		
MARY MARTIGNONI  COMM #2301319  NOTARY PUBLIC - CALIFORNIA TO ORANGE COUNTY	WITNESS my hand and official seal.		
My Commission Expires Sept. 9, 2023	Signature Mary Market		
	Signature of Notary Public		
Place Notary Seal Above			
Though this section is optional, completing this	PTIONAL s information can deter alteration of the document or is form to an unintended document.		
<b>Description of Attached Document</b>			
Title or Type of Document:	Document Date:		
Number of Pages: Signer(s) Other Th	an Named Above:		
Capacity(ies) Claimed by Signer(s)			
Signer's Name: <u>Les M. Mantle</u>	_ Signer's Name:		
☐ Corporate Officer — Title(s):			
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General		
☐ Individual 🖫 Attorney in Fact	☐ Individual ☐ Attorney in Fact		
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator		
Other:	_ Other:		
Signer Is Representing: Merchants Bonding	Signer Is Representing:		
Company (Mutual)			



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

Les M Mantle

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of

April

, 2017

2003

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

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 5th day of On this this 5th day of April 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**ALICIA.K. GRAM** Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of September, 2019.

Villanis Harner Is. 2003

POA 0018 (3/17)

#### DOCUMENT 00 6114 PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and GERONIMO CONCRETE, INC.

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

denominated as number 2010008,

described as PLAYGROUND PAVING AND ADA BARRIER REMOVAL (PSA) (SCOPE ID # 188840/COLIN 10368303)

and is in the Contract Amount of \$4,150,000.00.

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Merchants Bonding Company (Mutual) as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of FOUR MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$4,150,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

- 1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.
- 2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:
- a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
- c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Contract Amount; or
- d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:
  - (i) subject to a full reservation of all rights of OWNER, CONTRACTOR and REVISED 01/05/2012

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'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 11th day of	September 20 19				
CONTRACTOR/PRINCIPAL GERONIMO CONCRETE, INC.  By					
Surety Name Merchants Bonding Company (Mutual) Address of Surety P.O. Box 14498  Des Moines, IA 50306 Telephone Number 515-243-8171 Bond Number CAC 717732	By Attorney-in-Fact: Les M. Mantle 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  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				

#2010008/MC

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

A notary public or other officer completing this certif	ficate verifies only the identity of the individual who signed the
document to which this certificate is attached, and no	t the truthfulness, accuracy, or validity of that document.
State of California	)
County ofOrange	)
	,
On <u>9-11-19</u> before me,	Mary Martignoni - Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Les M. Mantle
	Name(s) of Signer(s)
subscribed to the within instrument and ackno	
	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.
MARY MARTIGNONI COMM #2301319 NOTARY PUBLIC - CALIFORNIA MORANGE COUNTY My Commission Expires Sept. 9, 2023	Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing the fraudulent reattachment of the	is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
	nan Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Les M. Mantle</u>	Signer's Name:
☐ Corporate Officer — Title(s):	Signer's Name: □ Corporate Officer — Title(s):
□ Partner - □ Limited □ General	☐ Partner — ☐ Limited ☐ General
☐ Individual	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
□ Other:	☐ Other:
Signer Is Representing: Merchants Bonding	Signer Is Representing:
Company (Mutual)	



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

Les M Mantle

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of

. 2017

2003

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

April

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 5th day of , before me appeared Larry Taylor, to me personally known, who being by me duly swom 2017 April did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of September, 2019.

Secretar/ 2003



Company Profile

**COMPANY PROFILE** 

Company Search Company Information

Company Information Old Company Names

**MERCHANTS BONDING COMPANY (MUTUAL)** 

6700 WESTOWN PARKWAY WEST DES MOINES, IA 50266

**Effective Date** 

Agent for Service

Reference Information

**Old Company Names** 

NAIC Group List

Lines of Business Workers'

Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint Company Performance & Comparison Data

Company Enforcement Action Composite Complaints Studies

Additional Info Find A Company Representative In

Your Area View Financial Disclaimer

Agent For Service

KARISSA LOWRY 2710 GATEWAY OAKS DRIVE SUITE 150N SACRAMENTO CA 95833

Reference Information

NAIC #:	14494
California Company ID #:	2482-8
Date Authorized in California:	01/27/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	IOWA

back to top

**NAIC** Group List

NAIC Group #:

3479

Merchants Bonding Co 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.

LIABILITY

MISCELLANEOUS

SURETY

back to top

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From: WrapX.NoReply < WrapX.NoReply@alliant.com>

Sent: Thursday, September 12, 2019 2:19 AM

To: geronimo\_concrete@sbcglobal.net

Cc: geronimo\_concrete@sbcglobal.net; Kathleen.Dalessandro@alliant.com; Aguilera,

Aristeo; Williams, Beverly J; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie;

Jusay, Lourdes; Castrellon, Maria; Peoples, Wayne; Siu, Diane; Worshim-McCloud,

Angela; Hughes, Donald; Martinez, Rosario; Takeda, Rosanna

Subject: OCIP IV Projects / 2010008 / Welcome Letter Packet

Attachments: Additional Insured wording for offsite certificates\_LAUSD4.pdf; Contractor Certificate

.pdf

Dear Mr. Geronimo Lopez,

Work Location: 2385 - Gratts ES

WC Policy Number: WA5-66D-067143-468

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 2010008. 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 LAUSD OCIP IV 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 (<a href="https://achieve.lausd.net/site/default.aspx?PageID=1008">https://achieve.lausd.net/site/default.aspx?PageID=1008</a>) or via the Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries
  sustained on this project site. Missing payroll could adversely affect your firm's X-mod.
- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy to be kept available for the
  onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices
  in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.

- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed.
   WrapX website: (https://AlliantWrapx.alliantinsurance.com/ContractorPortal)

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

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

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

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

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

Sincerely.

Kathleen Dalessandro

Email: Kathleen.Dalessandro@alliant.com

Tel: (213) 270-0156

**Enclosures: Certificate of Insurance** 

Additional Insured wording for offsite certificates

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 09/12/2019

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).

CE	ertificate does not confer rights to the	certii	icate	holder in lieu of s	uch e	ndorsen	nent(s).				
PRODUCER					CONTACT NAME: Kathleen 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,	<sub>Ext):</sub> (213)	) 270-0156 FAX (A/C, No):				
-	none. (213) 443-2400, 1 ax. (000) 007-30					E-MAIL A	DDRESS: Kath	leen.Dalessandro@allia	nt.com		
INSU	RED							R(S) AFFORDING COVERA			NAIC#
	eronimo Concrete, Inc.							utual Fire Insurance Compa			23035
	560 Huntington Drive North os Angeles, CA, 90032				ļ			ational Insurance Company		<del></del>	10120
	ttn: Mr. Geronimo Lopez					INSURER C: LM Insurance Corporation INSURER D: Allied World Assurance Company (U.S.) Inc.					33600 19489
CO	VERAGES CERTIFIC	ATE	NUI	MBER: 125177	l			REVISION N		R:	10-100
THI NO ISS	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTMTHSTANDING 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.									ATE MAY BE	
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		CY EFF D/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
Α	X COMMERCIAL GENERAL LIABILITY			TB2-661-067129-	09/1	1/2019	05/01/2023	GL-EachOccurrence			\$2,000,000
	CLAIMS-MADE X OCCUR			028				GL-DamageToRentedP	remises	,	\$1,000,000
								GL-MedExp			\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GL-Personal&Advinjur	,		\$2,000,000
	POLICY X PROJECT LOC							GL-GeneralAggregate		\$4,000,000	
	Johnsk							GL-ProductsComp/OP/	ggrega	ite	\$4,000,000
	AUTOMOBILE LIABILITY		_					AL-CombinedSingleLin	ıit		
	ANY AUTO OWNED AUTOS							AL-BodilyInjury(Per pe	rson)		
	HIRED AUTOS NON-OWNED AUTOS	NLY IRED AUTOS NON-OWNED AUTOS					AL-BodilyInjury(PerAccident)				
	ONLYONLY							AL-Property Damage(P	er Accid	dent)	
В	UMBRELLA LIAB X OCCUR			XC1EX00107181	09/1	1/2019	05/01/2023	EUL-Aggregate			\$10,000,000
	X EXCESS LIAB   CLAIMS - MADE   DED   RETENTION \$							EUL-EachOccurrence			\$10,000,000
С	WORKERS COMPENSATION AND			WA5-66D-067143-	09/1	1/2019	05/01/2021	X WC-StatutoryLimit	5	Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			468				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	e	\$1,000,000
D	Excess & Umbrella #2			3113202	09/1	1/2019	05/01/2023	EUL-EachOccurrence			\$15,000,000
								EUL-Aggregate			\$15,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks	Schedi	ule, may b	e 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 2010008 at the following schools: 2385 - Gratts ES. The coverage is effective from the start date of the contract, 09/11/2019, through the completion of the work onsite, or completion of the project, whichever is first.											
CF	CERTIFICATE HOLDER CANCELLATION										
Geronimo Concrete, Inc. 4560 Huntington Drive North Los Angeles, CA, 90032 Attn: Mr. Geronimo Lopez				•	SHOU THE ACCC	ILD ANY OF THE EXPIRATION ORDANCE WITH RIZED REPRESENTED	E ABOVE DESCRIBED POI DATE THEREOF, NOTIC IN THE POLICY PROVISI ENTATIVE : AUTHORIZED	E WILL ONS.	L BE D	ELIVERED IN	
						Con	y S6ra	ha			

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# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 09/12/2019

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

Geronimo Concrete, Inc. 4560 Huntington Drive North Los Angeles, CA, 90032 Attn: Mr. Geronimo Lopez

#### INSURED

Geronimo Concrete, Inc. 4560 Huntington Drive North Los Angeles, CA, 90032 Attn: Mr. Geronimo Lopez

(continued from previous page)

#### Excess #3

Starr Indemnity & Liability Company Policy Number: 1000024092

Policy Duration: 9/11/2019 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: 9/11/2019 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: 9/11/2019 to 5/1/2023

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2019

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(les) 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	certif	cate	holder in fleu of such end						
PRODUCER  FEDERATED MUTUAL INCURANCE COMPANY				CONTACT NAME: CLIENT CONTACT CENTER					
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328			PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664				4664		
OWATONNA, MN 55060				E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM					
					SURER(S) AFFOR		n. 4	NAIC#	
.,					ATED MUTUAL	INSURANCE COMPAN	ΙΥ	13935	
INSURED			394-007-9	INSURER B:					
GERONIMO CONCRETE INC 4580 HUNTINGTON DR N				INSURER C:					
LOS ANGELES, CA 90032-1918				INSURER D:					
				INSURER E:					
			WARES O	INSURER F:					
THIS IS TO CERTIFY THAT THE POLICIE			NUMBER: 8	WE BEEN ISSUES :	TO THE INCHES	REVISION NUMBER: 0	THE PO	ICA BEBIOD	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY PE AND CONDITIONS OF SUCH POLICIES. LIM	QUIRI RTAIN	MEN1	T, TERM OR CONDITION ( INSURANCE AFFORDED BY	OF ANY CONTRACT THE POLICIES DESC	T OR OTHER D	OCUMENT WITH RESPE	CT TO V	WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	U	AITS		
X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE		\$1,000,000	
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)		\$100,000	
						MED EXP (Any one person)		EXCLUDED	
Α	Y	N	9912180	06/30/2019	06/30/2020	PERSONAL & ADV INJURY		\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE		\$2,000,000	
I POLICY LISECT LOC						PRODUCTS - COMP/OP AGG		\$2,000,000	
OTHER: AUTOMOBILE LIABILITY	╀	_				COMBINED SINGLE LIMIT	_	¢1 000 000	
X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)		\$1,000,000	
SCHEDULED	Y	N	9912180	06/30/2019	06/30/2020	BODILY INJURY (Per seciden			
NON-OWNED	'	"	3012100	00/30/2018	OUI SUI ZUZU	PROPERTY DAMAGE	<del>-</del>		
AUTOS ONLY						(Per accident)	+		
X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE		\$4,000,000	
A EXCESS LIAB CLAIMS-MADE	N	N	9912181	06/30/2019	06/30/2020	AGGREGATE		\$4,000,000	
DED RETENTION	L	<u>L</u>							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE 0	TH- R		
ANY PROPRIETOR/PARTNER/EXECUTIVE	١					E.L. EACH ACCIDENT			
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYI	E			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - POLICY LIMI	T		
	T								
	1	1							
	<u> </u>	<u> </u>	<u> </u>			<u> </u>			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL THE CERTIFICATE HOLDER IS AN ADI			• • • • • • • • • • • • • • • • • • • •			TTTONAI TNGIMEN -	OWNER	S.   FESFES	
OR CONTRACTORS - AUTOMATIC STATE	IS VI	IEN F	REQUIRED IN CONSTRUC	TION AGREEMENT	T WITH YOU E	INDORSEMENT FOR GE	NERAL I	LIABILITY.	
THE CERTIFICATE HOLDER IS AN ADI	ITIC	MAL	INSURED SUBJECT TO						
ENDORSEMENT FOR BUSINESS AUTO L	LABI	.TTY	•						
								1.17	
CERTIFICATE HOLDER				CANCELLATION					
394-007-9			8 0		F THE ARMS	SECONDED DOLLOISO	NE 04114	ELIED BEFARE	
LOS ANGELES UNIFIED SCHOOL DISTR			DESCRIBED POLICIES I IEREOF. NOTICE WIL						
333 S BEAUDRY AVE FL 28 LOS ANGELES, CA 90017-5157	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
LOG NIGELES, ON SWITTON									
				AUTHORIZED REPRE	AAA .	, , 1 1/	,		
				1	Mu	hal 6 K	en	,	
						5 ACORD CORPORAT		rights reserved.	

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

### ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
  - Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
    - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
    - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
    - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
    - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
  - In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
  - 1. To "loss" which occurs prior to the date of your contract with such person or organization;
  - 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  - 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CA-F-127 (03-03) Policy Number: 9912180 Transaction Effective Date:06-30-2019

#### **DOCUMENT 00 6217**

#### 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 Chines

Name and Address of Insured (Co EAGLE CONTRACTING, INC 6720 Hoover Avenue, Whittier, CA 90601		Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave. 28th Ploor, Los Angeles, CA 90017 (Attn: Partificies Contracts)				
Coverage	Coverage Carrier and Policy Number		Expiration Date	Limits of Liability		
workers' compensation	Great Divide Ins. Co. WCA201168515	5/12/2019	5/12/2020	Statutory in compliance with the compensation laws of the State of California		
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit Bodily Injury and/or Property Di	Nautilus Ins. Co. ECP201168715 mage)	5/12/2019	5/12/2020	\$2,000,000,00 each Occurrence		
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Great Divide Ins. Co. BAP202619711	5/12/2019	5/12/2020	\$1,000,000.00 each		
POLLUTION LIABILITY (Includes Asbestos Abatement)	Nautilus Ins. Co. ECP201168815	5/12/2019	5/12/2020	\$5,000,000,00 each Occurrence		
Name of school where work is being GRATTS Learning Academy	or Young Scholars (Scope II)		and the state of t			

- a. Contractual Assumed Liability, relating to contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER).
- b. Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- c. Products Liability or Completed Operations.
- d. 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 after 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 EXAMPLIAND OF SAID ENDORSEMENT,

CANCELLATION CLAUSE: THE ABOVE-NAMED CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL AT LEAST THIRTY (50) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF CANCELLATION OR ANY MATERIAL CHANGE IN THE POLICY.

at:Dated	September 11 2019	Legends Environmental Insurance Services
	September 11 20 2019	Insurance Company
		130 Vanita Drive, Suite 250
		Number and Street Alice Vieje 92656
		City and State
		By: (signed)
		Signature of Authorized Representative or Insurer Eric Chi
		Name (typed) Legends Environmental Insurance Services
		Organization
		150 Vantis Detro Sulle 750 Alter Stein 17656
		<b>Address</b> <b>800-992-6999</b>
		Telephone
		A CONTRACT OF THE PARTY OF THE

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.)
END OF DOCUMENT

2010008/MC

Revised 07/10/2013
Playground Paving And ADA Barrier Removal #2010008

CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS 00 6217-1



09/12/2019

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: 2010008.05

School Work Location: 2385 - Gratts ES

Dear Prado,

This letter confirms that based upon your documentation and/or scope of work, your organization is excluded for the contract 2010008.05 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. Attached is an example of the certificate of insurance for an excluded party. As soon as possible, please submit a copy of your certificate online at: <a href="https://alliantwrapx.alliantinsurance.com/contractorportal">https://alliantwrapx.alliantinsurance.com/contractorportal</a>.

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

#### Enclosures:

1. Certificate of Insurance Check List



LAUSD OCIP IV - Owner Controlled Insurance Program
Eagle Contracting, Inc.
Certificate - Check List
As of: 09/12/2019

# **Additional Insured Wording**

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

Certificate Holder:

Los Angeles Unified School District c/o Alliant Insurance Services

Attn: Mary Keefe

333 S Hope St., Suite 3750,

Los Angeles, CA 90071



**September 17, 2019** 

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:

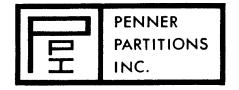
This is to confirm **Geronimo Concrete, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from 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 **2010008**, **Gratts Learning Academy For Young Scholars; Playground Paving and ADA Barrier Removal (PSA)**, 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,

Geronimo Concrete, Inc

By:

Alejandra Gonzalez, Contract Admin



# PENNER PARTITIONS, INC.

3501 E. La Palma Ave • Anaheim, CA 92806 Phone (714) 666-0822 • Fax (714) 666-8406

## ATTACHMENT A - LETTER OF ASSENT

September 12, 2019

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

Attention: Labor Compliance Department

Email: <a href="mailto:lcp@lausd.net">lcp@lausd.net</a> 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

Subject: LAUSD Contract # 2010008 - Gratts Learning Academy - ADA BR

To whom it may concern:

This is to confirm that Penner Partitions, 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 # 2010008 – Gratts Learning Academy - ADA BR 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,

Penner Partitions, Inc.

Debbi L. Pollard Controller PO. BOX. 756 BUENA PARK, CA. 90621 \* 714-530-1994 \* FAX 714-537-2998 \* STATE LICENSE 739481 B, C-10

DATE: September 13, 2019

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

Attention: Labor Compliance Department

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

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

#### To Whom It May Concern:

This is to confirm that **Delta Electric Company** 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. # 188840 Gratts Learning Academy for Young Scholars project, 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,

Delta Electric Co.

Daniel Vlasin / Project Manager

# EAGLE CONTRACTING INCORPORATED

8204 Garfield Ave. Bell Gardens, CA 90201

#### **ENVIRONMENTAL REMEDIATION / DEMOLITION SERVICES**

September 11, 2019

Project Labor Coordinator Labor Compliance Program 333 South Beaudry Ave. 21<sup>st</sup> 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#2010008-Gratts Learning Academy / Antiquated Plumbing, 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

#### ATTACHMENT A - LETTER OF ASSENT



Shack Plumbing License # 1001655 DTR#1000029493 1238 Chelsea Ave #2 Santa Monica, CA 90404 Phone:(310) 678-2543 Fax: (310) 363-7278

#### 09/13/2019

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

Atm: Labor Compliance Department

Email:lcp@lausd.net, 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 Shack Plumbing Corporation 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 paving and low impact development project for Gratts Learning Academy ES, Project#2010008.6 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.

**Shack Plumbing Corporation** 

Shawn M. Jahromi



**September 16, 2019** 

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 Orange County Coatings, 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 2010008, Gratts Learning Academy For Young Scholars, 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,

Orange County Coatings, Inc.

By:

Alex Moody - President



September 11, 2019

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

Attention: Labor Compliance Department

Email: <a href="mailto:lcp@lausd.net">lcp@lausd.net</a> 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 Creative Paving Solutions dba Creative Paving Coating Solutions, agrees to be party to and bounded 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 negotiation 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 Gratts Learning Academy 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,

Hadar Rahav

Creative Paving Solutions da Creative Paving Coating Solutions LLC



September 13, 2019

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

## To Whom it May Concern:

This is to confirm JMC Lock & Security 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 Bid/Contract No: 2010008 — Gratts Learning Academy for Young Scholars. JMC Lock & Security shall require all 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,

Lilia Curiel, Partner
JMC Lock & Security

Dia Cumil



landscape construction landscape maintenance landscape architecture erosion control design build

September 17, 2019

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

Attn: 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 Marina Landscape, Inc. agrees to be a party to and bound by The Los Angeles Unified School District Project Stabilization Agreement 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 to all work covered by the Agreement undertaken by the Company on the Project pursuant to Los Angeles Unified School District, Contract No. 2010008, Project Scope ID #188840/Colin 10368303, Gratts Learning Academy For Young Scholars, 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,

Marina Landscape, Inc.

By:\_\_\_\_\_

Ali Tavakoli, Vice President

Johnson Controls Fire Protection LP 12728 Shoemaker Avenue Santa Fe Springs, CA 90670 Tel +1 562 405 3800 www.JohnsonControls.com



September 17, 2019

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 Johnson Controls Fire Protection LP 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 Gratts Learning Academy, 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,

Johnson Controls Fire Protection LP

By: Robert (Bob) Moye

Southern California Area Installation Manager



#### LETTER OF ASSENT

September 16, 2019

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

Attn: Labor Compliance Department

Email: <a href="mailto:lcp@lausd.net">lcp@lausd.net</a> or fax 213 241-8356

Re: Project Stabilization Agreement - New School Construction & Major Rehabilitation

Funded by Proposition BB and/or Measure K

#### Dear Sir / Madam

This is to confirm Brandsafway Services LLC 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 negotiating parties and or interpreted pursuant to its terms. Such obligation to be party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to 2010008 – GRATTS LEARNING ACAEMY FOR YOUUNG SCAOLLARYS – PLAGROUND PAVING AND ADA BARRIER REMOVAL, 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 the identical Letter of Assent prior to their commencement of work.

Michael L.Mickler

Branch Manager

**BrandSafway Services LLC** 

601 West 140th Street Gardena, CA 90248

MMickley@BrandSafway.com