

# 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*

December 16, 2019

**EMAILED**  
publicworks@karabuild.com

KARABUILD DEVELOPMENT, INC.  
17530 VENTURA BLVD.  
ENCINO, CA 91316

### NOTICE OF AWARD

**Bid No.:** 2010012 / Colin Project No. 10369712  
**Project:** 107<sup>TH</sup> ELEMENTARY SCHOOL (188831)  
**Project Description:** ADA BARRIER REMOVAL (PSA)  
**Contract Amount:** \$1,209,368.95  
**Contract Duration:** 270 Calendar Days

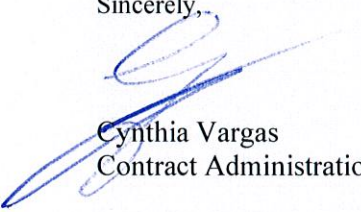
This is your notice that you have been awarded the contract for the above-referenced project on December 13, 2019, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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), CRAIG SORBOM, at (213) 241-3446 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

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

Sincerely,



Cynthia Vargas  
Contract Administration Analyst

c: AMAN VAISH, RPMD  
CRAIG SORBOM, (OAR)  
Inspection Section  
John McEvoy  
Elvis Tran  
Ronice White  
Alliant Insurance Services  
File (Bid No: 2010012)  
Existing Facilities P/S

(When required)

RECORDING REQUESTED BY AND MAIL TO:

**LOS ANGELES DAILY JOURNAL**

~ SINCE 1888 ~

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

CYNTHIA VARGAS (213) 241-0457  
LAUSD/FACILITIES CONTRACTS  
AGREEMENT 1690001.03 333 SO. BEAUDRY AV  
LOS ANGELES, CA - 90017

**PROOF OF PUBLICATION**

(2015.5 C.C.P.)

State of California )  
County of Los Angeles ) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

2010012, 107TH STREET ELEMENTARY SCHOOL, ADA BARRIER  
REMOVAL (188831)

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

08/16/2019, 08/20/2019

Executed on: 08/20/2019  
At Los Angeles, California

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



Signature



Email \* A 0 0 0 0 0 5 1 9 7 8 1 8 \*

This space for filing stamp only

DJ #: 3284173

**NOTICE TO CONTRACTORS**

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

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

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

**DATE OF BID OPENING: September 6, 2019 (Friday @ 10:00 AM)**

**BID NUMBER: 2010012**

**ADA BARRIER REMOVAL (PSA) at 107TH STREET ELEMENTARY SCHOOL (188831)**

Pre-bid Meeting: 8/27/2019 (Tuesday @ 1:00 PM). Prime contractor shall hold license in the following classification(s): " **B ONLY** "

license required. Contractor Caused Compensable Delay (L.D.): **\$750.00** per calendar day. The anticipated construction range for the Work of this Project is **\$1,272,000.00** to

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

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

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

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

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

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

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

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

Planroom" and will be available Monday through Friday on **8/17/2019** at CRISP IMAGING Los Angeles Office (Downtown) 1829 S. Main Street, Los Angeles, CA 90015 Business Hours: 7:00 a.m. to 6:00 p.m. A fee will be charged for plans and specifications.

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

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

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

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

DATED: 8/13/19  
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division,  
8/16, 8/20/19

DJ-3284173#



BID AND ACCEPTANCE FORM

Bidder Name: Karabuild Development, Inc.

1.01 BID SUBMISSION INSTRUCTIONS

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

1.02 BID DUE DATE: Before 10:00 A.M. on November 8, 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: **107<sup>th</sup> ELEMENTARY SCHOOL, ADA BARRIER REMOVAL (PSA) - PROJECT # 10369712.**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division  
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number  
#1 #2 #3 #4 #5 #6 #7 \_\_\_\_\_

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

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

(\$ 1,103,000)  
(numeric figures)  
1,201,367.95

1.06 BID ITEMS

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

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

**\$25,000 Tile**  
**\$10,000 Paint**  
**\$5,000 Plumbing**

ADA BARRIER REMOVAL  
107<sup>th</sup> ELEMENTARY SCHOOL  
Addendum #7

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

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

1.09 BASIS OF AWARD OF CONTRACT:

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

B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.}

C. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Article 1 - Scope of Work

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

**107<sup>TH</sup> ELEMENTARY SCHOOL – ADA BARRIER REMOVAL**  
**2010012 / 10369712**

*[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 270 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by it upon or in connection with the Work;

2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or any person, firm, or corporation, directly or indirectly employed by it upon or in connection with the Work, whether the injury or damage occurs upon or adjacent to the Work;

3. The furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance under the Contract Documents; and

4. As otherwise provided in the Contract Documents.

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability,



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

#### **Article 4 - Insurance**

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

#### **Article 5 - Bonding**

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

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

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

**BID DATE:** November 8, 2019

By Karabuild Development, Inc. (SEAL)  
(Firm Name as it appears on Contractor's State License)

Ara Karajerjian, CEO  
(Authorized person to sign bid - print name)

[Signature]  
(Signature of authorized person to sign bid)

Business Address: 17530 Ventura Blvd., # 209 A

Phone No. 818-817-9300

Fax No. 818-817-9333

Email Address publicworks@karabuild.com

FOR FC USE ONLY

Contract Number  
2010012

☒ with Plans  
☒ with Specs

1.10 ACCEPTANCE

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

KARABUILD DEVELOPMENT INC  
{Name as it appears on Contractor's State License - to be filled in by OWNER / Facilities Contracts }  
a corporation  
{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as 107<sup>TH</sup> ELEMENTARY SCHOOL and commonly referred to as ADA BARRIER REMOVAL.

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

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of One million two hundred nine thousand three hundred sixty-eight and ninety-five cents (\$1,209,368.95), 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 December 13, 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 RENDER THE BID NON-RESPONSIVE**

END OF DOCUMENT

ADA BARRIER REMOVAL  
107<sup>th</sup> ELEMENTARY SCHOOL  
Addendum #7

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

# Karabuild Development Inc.

Developers since 1958

## TRANSMITTAL SHEET

Date November 14, 2019To: Ms. Cynthia VargasWith: LAUSD Procurement Service DivisionProject: Chandler ES, Bid # 2010012We are sending you X Herewith          Under Separate Cover

Quantity	Document	Number of Pages
1	Letter of Explanation	1
1	Bid Security Form 00 4313	3
1	Letter from Surety Company	1

Remarks:

Submitted

(Signature)

Received

(Signature)

 2019 NOV 14 PM 4:57  
 FACILITY & CONSTRUCTION  
 CONTRACTS



# Karabuild Development Inc.

Developers since 1958

November 14, 2019

Cynthia Vargas  
Contract Administration Analyst  
Procurement Services Division  
Los Angeles Unified School District

Re: 107<sup>th</sup> Street ES Bid Security Form  
Document # 00 4313

Hello Ms. Cynthia Vargas,

Karabuild Development, Inc. inadvertently prepared Bid Security form with a typo on top of the document. However, the body of the document with the Attorney-in Fact listed the correct surety, The Guaranty Company of North America. In addition, the Power of Attorney that was attached and submitted also had the correct surety of the Guarantee Company of North America.

Also, please find attached letter and form from our surety company.

Under penalty of perjury, the foregoing is said to be true.



Ara Karajerjian, CEO  
Karabuild Development, Inc.

## BID SECURITY FORM

Bond Number N/A

The Guarantee Company of North America

Surety

Karabuild Development Inc.

Bidder

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

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

Project Description: ADA Barrier Removal

Date of Bid Opening: 9/6/2019 11/08/19

Project Number(s): 10369712

Contract Number: 2010012

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

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

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

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

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

Dated this 13th day of November 20 19

## ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Karabuild Development Inc.

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

BIDDER

SS

By (signed) [Signature]

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

Signature of Authorized Person

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

Title CEO

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

The Guarantee Company of North America

SURETY

By (signed) [Signature]

Shilo Lee Losino Signature of Attorney-In-Fact

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

WITNESS my hand and official seal.

(Notary Seal)

Address 6300 Owensmouth Ave 10th FloorCity, State Woodland Hills, CA 91367Telephone 818-667-7656

Signature of Notary

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

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

ADA BARRIER REMOVAL  
107<sup>th</sup> ELEMENTARY SCHOOL

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





The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Shilo Losino, Stephanie H. Shear, Jan-Michelle Rivera  
Contractors Best Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

Stephen C. Ruschak, President & Chief Operating Officer

*Randall Musselman*

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13<sup>th</sup> day of November, 2019.

*Randall Musselman*

Randall Musselman, Secretary





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

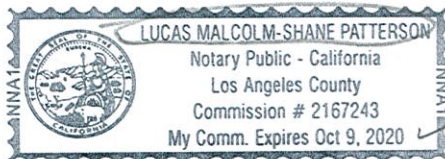
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 11/13/19 before me, Lucas Malcolm-Shane Patterson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Shilo Lee Losino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## CONTRACTORS BEST INSURANCE SERVICES INC.

20335 Ventura Blvd., Ste 426A, Woodland Hills, CA 91364

Phone: 818-348-4900 FAX No.: 866-309-9237

[www.ContractorsBestIns.com](http://www.ContractorsBestIns.com) CA License #0F37560

Date: November 14, 2019

To: Los Angeles Unified School District

RE: Karabuild Development Inc - 107<sup>th</sup> ES ADA Barrier Removal

Please note that the bid security form was inadvertently prepared with the incorrect surety, The Ohio Casualty Insurance Company, at the top of the document.

The body of the document with the Attorney-in-Fact listed the Correct surety, The Guarantee Company of North America. The Power of Attorney that was attached also had the Correct surety of The Guarantee Company of North America.

The top portion of the bid bond has been corrected & is attached with the Power of Attorney & CA All Purpose Acknowledgment.

Under penalty of perjury, the foregoing is said to be true.

A handwritten signature in blue ink, appearing to read "Shilo Lee Losino", is written over a horizontal line.

Shilo Lee Losino



# 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*

NOVEMBER 12, 2019

SENT VIA FAX (818) 817-9333

KARABUILD DEVELOPMENT INC  
17530 Ventura Blvd., #209A  
Encino, CA 91316

SUBJECT: 107<sup>TH</sup> ES

ADA BARRIER REMOVAL (PSA)

RE: BID SECURITY FORM (Document 00 4313)

Thank you for submitting your bid on **NOVEMBER 8, 2019** for the above-referenced project. After a careful review of your documents, this office has found the following minor irregularity:

**BID SECURITY FORM (Document 00 4313):**

- BID SECURITY FORM lists The Ohio Casualty Insurance Company as Surety at the top of the document, however, in the body of the document it lists The Guarantee Company of North America as Surety.
- Please send a memo by the close of business day, **Thursday, November 14, 2019**, acknowledging that you inadvertently failed to submit BID SECURITY FORM with the same Surety listed throughout the entire document. Please respond on your company letterhead and resubmit correct BID SECURITY FORM (Document 00 4313) with Power of Attorney and California All-Purpose Acknowledgment.

**Lastly, before your signature, please include the following wording: "Under penalty of perjury, the foregoing is said to be true"**

We appreciate your continued interest in working with the Los Angeles Unified School District.

Sincerely,

  
Cynthia Vargas  
Contract Administration Analyst

c: Craig Sorbom, OAR  
File



## BID SECURITY FORM

Bond Number N/AThe Ohio Casualty Insurance Company

Surety

Karabuild Development Inc.

Bidder

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

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

Project Description: ADA Barrier Removal

Date of Bid Opening: 9/6/2019 11/8/19

Project Number(s): 10369712

Contract Number: 2010012

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

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

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

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

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

Dated this 28th day of August 20 19

## ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Karabuild Development Inc.

BIDDER

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

SS

By (signed) \_\_\_\_\_

Signature of Authorized Person

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

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

Title \_\_\_\_\_

CEO

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

The Guarantee Company of North America

SURETY

By (signed) \_\_\_\_\_

Shilo Lee Losino Signature of Attorney-In-Fact

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

WITNESS my hand and official seal.

(Notary Seal)

Address 6300 Owensmouth Ave 10th FloorCity, State Woodland Hills, CA 91367Telephone 818-667-7656

Signature of Notary

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

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

ADA BARRIER REMOVAL  
107<sup>th</sup> ELEMENTARY SCHOOL

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





The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Shilo Losino, Stephanie H. Shear, Jan-Michelle Rivera  
Contractors Best Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

Stephen C. Ruschak, President & Chief Operating Officer

*Randall Musselman*

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 28<sup>th</sup> day of August, 2019

*Randall Musselman*

Randall Musselman, Secretary



**CIVIL CODE § 1189**

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## SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: Karabuild Development, Inc.

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

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE)
① <u>Site work / paving/concrete/ Asphalt</u>	<u>Alameda Construction</u>	<u>740423</u>	<u>DLR-LR-100041771</u>	<u>Compton</u>
② <u>Tiles</u>	<u>Continental Marbles TILE CO.</u>	<u>394</u>	<u>1000002594</u>	<u>Corona</u>
③ <u>Doors/Hardware</u>	<u>construction Hardware Co.</u>	<u>515824</u>	<u>1000000157</u>	<u>Pomona</u>
④ <u>Auditorium Sitting/ Lockers</u>	<u>Sierra School Equipment Company</u>	<u>422359</u>	<u>1000003627</u>	<u>Bakersfield</u>
⑤ <u>Casework</u>	<u>Retain display Manufacturing</u>	<u>101881</u>	<u>1000051455</u>	<u>La Habra</u>

ADA BARRIER REMOVAL ~~ABC~~  
107th ELEMENTARY SCHOOL  
ADDENDUM #6

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

REVISED 10/16/2019

00 4336-1



⑥	Electrical work / Alternate power	958181	1000019090	Glendale	
⑦	Wheelchair lift plumbing	MJ Construction, Inc.	9891007	1000058910	Inglewood
⑧	Low voltage	FFSTech	541227	1000005821	Los Angeles
⑨	Fire alarm Resistor Accessories	Penner partitions, Inc.	924223	1000000040	Anaheim
⑩	Flooring	Sur Flooring Co	604929	1000006107	Van Nuys
⑪	Iron work / Fences	Iron Craft Inc	94577	1000007331	Stanton
⑫	Demolition / Abatement	ASbestos Instant Response, Inc	795278	1000006864	Los Angeles

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

## CERTIFICATION REQUIREMENTS

## 1.01 GENERAL

Bidder Name: Karabuild Development, Inc.

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

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

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

## 1.02 ETHICS POLICY

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

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

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

None ☒ \_\_\_\_\_  
 None ☒ \_\_\_\_\_

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

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

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

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



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

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

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

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

**OR**

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

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

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

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

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

#### **INSTRUCTIONS**

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

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

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

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

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

#### 1.04 PREVAILING WAGES

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

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



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

<http://www.laschools.org/new-site/labor-compliance/dir>

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

#### 1.05 PREQUALIFICATION

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

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

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

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

#### 1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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


[ ] Have, [X] 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 November 5, 2019, at Encino, California.

By:  Ara Karajedian, CEO  
Signature and Title of Bidder Representative

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

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

**END OF DOCUMENT**



## NON-COLLUSION AFFIDAVIT

## 1.01 GENERAL

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

State of California

County of Los Angeles ss.Ara Karajerjian

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

CEO

(Name of person signing bid)

of Karabuild Development, Inc.

is the party making the

(Title of Signer)

(Name of Licensee Bidding)

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

Bidder Name Karabuild Development, Inc.  
 Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐Partnership ☐Corporation ☒Other ☐IRS Employers Identification Number: 80-0062332

Contractor's State License: 837099 A, B, C39, C64  
 Number Classification(s)

Name of License Holder: Karabuild Development, Inc.Expiration Date: 04/30/2020Address 17530 Ventura Blvd., # 209 APhone (818) 817-9300City Encino State CA Zip Code 91316Fax (818) 817-9333

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

By Ara Karajerjian

Print Name

CEO

Signature and Title

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

Dated this 5 day of November 2019

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

END OF DOCUMENT



State of California  
Kevin Shelley  
Secretary of State

STATEMENT OF INFORMATION  
(Domestic Stock Corporation)

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1 CORPORATE NAME (Please do not alter if name is preprinted)

C2510810 NOTICE DATE 09/22/03 05598S  
KARABUILD DEVELOPMENT, INC.  
KEVORK I. KARAJERJIAN  
17609 VENTURA BLVD., SUITE #116  
ENCINO CA 91316

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code Section 1502)

2 ☐ CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

NO CHANGE STATEMENT

3 ☐ IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT OF INFORMATION FILED WITH THE SECRETARY OF STATE, INCLUDING ANY INFORMATION CONTAINED IN FORM SI-PTSUPP, CHECK THE BOX AND PROCEED TO ITEM 17.  
IF THERE HAVE BEEN ANY CHANGES TO THE INFORMATION CONTAINED IN EITHER FORM, BOTH FORMS MUST BE COMPLETED IN THEIR ENTIRETY.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be PO Boxes.)

4	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
1	17609 Ventura Blvd. Suite #116	Encino, CA	91316
5	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE
1	17609 Ventura Blvd. Suite #116	Encino, CA	CA
6	MAILING ADDRESS	CITY AND STATE	ZIP CODE
1	17609 Ventura Blvd. Suite #116	Encino, CA	91316

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, please do not alter the preprinted title on this statement.)

7	CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
1	ARA K. KARAJERJIAN	17609 Ventura Blvd. Suite #116	Encino, CA	91316
8	SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
1	ARA K. KARAJERJIAN	17609 Ventura Blvd. Suite #116	Encino, CA	91316
9	CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
1	KEVORK I. KARAJERJIAN	17609 Ventura Blvd. Suite #116	Encino, CA	91316

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

10	NAME	ADDRESS	CITY AND STATE	ZIP CODE
1	ARA K. KARAJERJIAN	17609 Ventura Blvd. Suite #116	Encino, CA	91316
11	NAME	ADDRESS	CITY AND STATE	ZIP CODE
1	KEVORK I. KARAJERJIAN	17609 Ventura Blvd. Suite #116	Encino, CA	91316
12	NAME	ADDRESS	CITY AND STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

LIST THE AGENT FOR SERVICE OF PROCESS (If an individual, the person named as agent must be a resident of California.)

14. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☒ AN INDIVIDUAL RESIDING IN CALIFORNIA.

☒ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505

AGENT'S NAME KEVORK I. KARAJERJIAN

15	ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1	17609 Ventura Blvd. Suite #116	Encino	CA	91316

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
DEVELOPMENT & CONSTRUCTION

17. THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT ☒ YES

KEVORK I. KARAJERJIAN  
TYPE OR PRINT NAME OF OFFICER OR AGENT

Kevin I. Karajerjian  
SIGNATURE TITLE

12-01-03  
DATE



ENDORSED - FILED  
IN THE OFFICE OF THE  
SECRETARY OF STATE  
OF THE STATE OF CALIFORNIA

MAR 18 2003

JEVIN SHELLEY, SECRETARY OF STATE

2510810

ARTICLES OF INCORPORATION

OF

KARABUILD DEVELOPMENT, INC.

ONE: The name of this corporation shall be KARABUILD DEVELOPMENT, INC. The existence of the corporation is perpetual.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the general Corporation Law of California other than the banking business, the trust company business or the practice of A profession permitted to be incorporated by the California Corporations Code.

THREE: The name and complete business address within the State of California of the corporation's initial agent for service of process within the State of California, in accordance with the provisions of subdivision (b) of Section 1502 of the General Corporation Law of the State of California, are as follows:

KEVORK KARAJERJIAN  
17609 VENTURA BLVD, SUITE 116  
ENCINO, CA 91316-5120

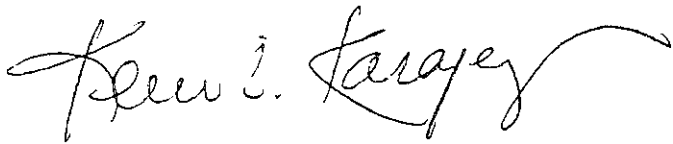
FOUR: The corporation is authorized to issue only one class of shares of stock which shall be designated common stock and have no par value per share. The total number of shares which the corporation is authorized to issue is One Thousand (1,000) common shares. No preferences, qualifications, limitations, restrictions, or special rules, other than those provided by law, shall exist with respect to any of the shares of the corporation or any of the holders of such shares. All or any part of the aforesaid shares may be issued for such consideration as from time to time may be determined by The Board of Directors.

FIVE: The name and address of the person who is appointed to act as the initial Director of this corporation is:

KEVORK KARAJERJIAN  
17609 Ventura Blvd  
Suite 116  
Encino, CA 91316-5120

- SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the extent permissible under California law. The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Codes), the directors and officers of the corporation for breach of duty to the corporation and its shareholders through provisions in the Bylaws or through prior agreements with the agents, the directors and officers, or both, or by the majority vote of shareholders, excluding shares owned by the agent, directors and officers, or by a majority vote disinterested directors, in excess of the indemnification permitted by Section 317 of the California Corporations, Codes, subject to the limits on such excess indemnification set forth in Section 204(a)-(10) (11) of the California Corporation Codes.

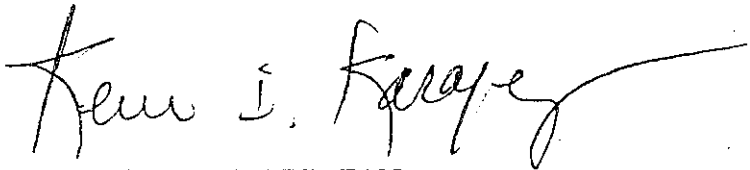
IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these ARTICLES OF INCORPORATION  
DATED: March 7, 2003.



KEVORK KARAJERJIAN

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the forgoing ARTICLES OF INCORPORATION, which execution is there acts and deed.

DATED: March 7, 2003

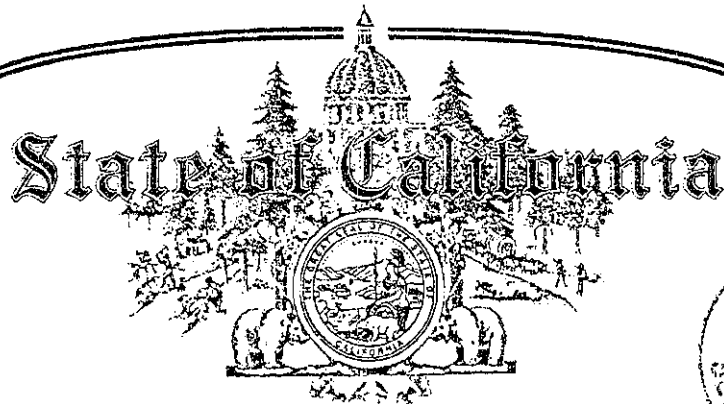


KEVORK KARAJERJIAN





2510810



SECRETARY OF STATE



I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 21 2003



*Kevin Shelley*  
Secretary of State

Printed on: 12/29/2017 9:39:23 AM

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



## Office of Small Business & DVBE Services

**Certification ID:** 2003619

**Email Address:**

**Legal Business Name:**

Karabuild Development, Inc.

**Business Web Page:**

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

**Business Phone Number:**

818/817-9300

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

**Business Fax Number:**

818/817-9333

**Address:**

17337 ventura blvd.  
215  
encino  
CA 91316

**Business Types:**

Construction , Service

Certification Type	Status	From	To
SB	Approved	12/29/2017	12/31/2019

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

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

Questions?

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

Call OSDS Main Number: 916-375-4940

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



DOCUMENT 00 6113  
PAYMENT BOND  
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **KARABUILD DEVELOPMENT INC**

hereinafter called the CONTRACTOR, have entered into a Contract

for: **ADA BARRIER REMOVAL (PSA) AT 107TH ELEMENTARY SCHOOL (188831)**

Contract Amount: **ONE MILLION TWO HUNDRED NINE THOUSAND THREE SIXTY-EIGHT DOLLARS AND 95 CENTS (\$1,209,368.95)**

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, The Guarantee Company of North America 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 4th day of December 20 19

CONTRACTOR/PRINCIPAL  
**KARABUILD DEVELOPMENT INC**

By [Signature]

Title PM

Surety Name The Guarantee Company of North America  
Address of Surety 6300 Owensmouth Ave 10th Floor  
Woodland Hills, CA 91367  
Telephone Number 818-667-7656  
Bond Number 12175614

By [Signature]  
Attorney-in-Fact: Shilo Lee Losino  
Address 20335 Ventura Blvd., Ste 426A  
Woodland Hills, CA 91364  
Telephone Number 818-667-7656

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

#2010012/CV

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





**THE  
GUARANTEE™**

The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Shilo Losino, Stephanie H. Shear, Jan-Michelle Rivera  
Contractors Best Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Stephen C. Ruschak*

*Randall Musselman*

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

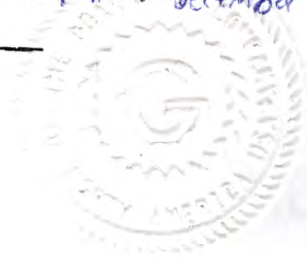
I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of December, 2019

*Randall Musselman*

Randall Musselman, Secretary





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

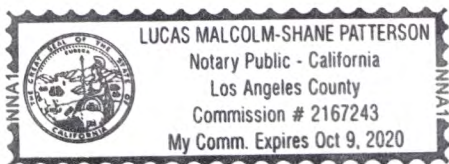
State of California )

County of Los Angeles )On 12/4/2019 before me, Lucas Malcolm-Shane Patterson, Notary Public,  
Date Here Insert Name and Title of the Officerpersonally appeared Shilo Lee Losino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



DOCUMENT 00 6114  
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and **KARABUILD DEVELOPMENT INC**

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

denominated as number **2010012**,

described as **ADA BARRIER REMOVAL (PSA)** at **107TH ELEMENTARY SCHOOL (188831)**

and is in the Contract Amount of **\$1,209,368.95**,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Guarantee Company of North America, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **ONE MILLION TWO HUNDRED NINE THOUSAND THREE HUNDRED SIXTY-EIGHT AND NINETY-FIVE CENTS** Dollars (**\$1,209,368.95**), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

11. Where they are used herein, the following terms that are specially defined in the Contract shall



have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 4th day of December 20 19

CONTRACTOR/PRINCIPAL  
KARABUILD DEVELOPMENT INC

By

Title

Surety Name The Guarantee Company of North America  
Address of Surety 6300 Owensmouth Ave 10th Floor  
Woodland Hills, CA 91367  
Telephone Number 818-667-7656  
Bond Number 12175614

By

Attorney-in-Fact : Shilo Lee Losino  
Address 20335 Ventura Blvd., Ste 426A  
Woodland Hills, CA 91364  
Telephone Number 818-667-7656

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

#2010012/CV

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

ADA BARRIER REMOVAL  
107TH ELEMENTARY SCHOOL

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





The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Shilo Losino, Stephanie H. Shear, Jan-Michelle Rivera  
Contractors Best Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2<sup>nd</sup> day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of October, 2019



Randall Musselman, Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

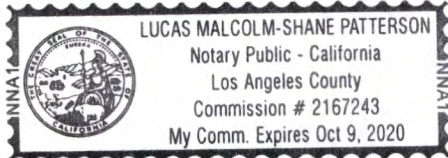
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 12/4/2019 before me, Lucas Malcolm-Shane Patterson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Shilo Lee Losino  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





## Company Profile

Company Search

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements  
PDF's

Annual Statements

Quarterly  
Statements

Company Complaint

Company  
Performance &  
Comparison DataCompany  
Enforcement ActionComposite  
Complaints Studies

Additional Info

Find A Company  
Representative In  
Your AreaView Financial  
Disclaimer**COMPANY PROFILE****Company Information****GUARANTEE COMPANY OF NORTH AMERICA USA (THE)****ONE TOWNE SQUARE, SUITE 1470  
SOUTHFIELD, MI 48076****Old Company Names****Effective Date**

MID-STATE SURETY CORPORATION

12/20/2006

**Agent For Service**Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017**Reference Information**

NAIC #:	36650
California Company ID #:	4609-4
Date Authorized in California:	10/14/1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

[back to top](#)**NAIC Group List**

NAIC Group #: 0000

**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](#).

AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
FIRE  
LEGAL INSURANCE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

[back to top](#)

© 2008 California Department of Insurance

## CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

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

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

See below for Cancellation Clause.

Name and Address of Insured (Contractor) <b>Asbestos Instant Response Inc.</b> 3517 W. Washington Boulevard Los Angeles, CA 90018			Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave., 22nd Fl., Los Angeles, CA 90017 (Attn: Facilities Construction Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	Great Divide Insurance Co. WCA202507911	01/01/2019	01/01/2020	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	Nautilus Insurance Co. ECP202508111	01/01/2019	01/01/2020	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Great Divide Insurance Co. BAP202507811	01/01/2019	01/01/2020	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	Nautilus Insurance Co. ECP202508111	01/01/2019	01/01/2020	\$5,000,000.00 each Occurrence
Name of school where work is being performed: <b>LAUSD Contract #1910049 - ADA Barrier Removal - 107th ST ES</b>				

The Comprehensive General Liability policy includes coverage designated below:

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

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

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

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

Dated at:

Nov. 26<sup>th</sup>, 20 19

**Marsh & McLennan Insurance Agency LLC**

Insurance Company  
**9171 Towne Centre Dr., Suite 500**

Number and Street  
**San Diego, CA 92122**

City and State

By: (signed) *Jennifer Van Buskirk*  
Signature of Authorized Representative or Insurer

**Jennifer Van Buskirk**  
Name (typed)  
**Marsh & McLennan Insurance Agency LLC**

Organization  
**9171 Towne Centre Dr., Suite 500**

Address  
**San Diego, CA 92122**

Telephone  
**858-875-3016**

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

REVISED 10/06/2017  
CERTIFICATE OF INSURANCE  
FOR HAZARDOUS MATERIALS

00 6217-1



## CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

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

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

See below for Cancellation Clause.

Name and Address of Insured (Contractor) <b>Asbestos Instant Response Inc.</b> 3517 W. Washington Boulevard Los Angeles, CA 90018			Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave., 22nd Fl., Los Angeles, CA 90017 (Attn: Facilities Construction Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	State Comp Ins Fund of CA 9266042	01/01/2020	01/01/2021	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	AXIS Surplus Insurance Co. SP004239012020	01/01/2020	01/01/2021	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Nationwide Ins. Co. of America ACP3009575322	01/01/2020	01/01/2021	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	AXIS Surplus Insurance Co. SP004239012020	01/01/2020	01/01/2021	\$5,000,000.00 each Occurrence
Name of school where work is being performed: <b>LAUSD Contract #2010012 - ADA Barrier Removal - 107th ST ES</b>				

The Comprehensive General Liability policy includes coverage designated below:

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

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

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

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

Dated at:

Jan. 14<sup>th</sup>, 2020

**Marsh & McLennan Insurance Agency LLC**

Insurance Company  
9171 Towne Centre Dr., Suite 500

Number and Street  
San Diego, CA 92122

City and State

By: (signed)

Signature of Authorized Representative of Insurer

Jennifer Van Buskirk

Name (typed)

Marsh & McLennan Insurance Agency LLC

Organization

9171 Towne Centre Dr., Suite 500

Address

San Diego, CA 92122

Telephone

858-875-3016

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

END OF DOCUMENT

REVISED 10/06/2017  
CERTIFICATE OF INSURANCE  
FOR HAZARDOUS MATERIALS

00 6217-1

## Vargas, Cynthia

---

**Subject:** FW: OCIP IV Projects/ 2010012/ Welcome Letter and OCIP Certificate  
**Attachments:** Contractor Certificate.pdf

**From:** AlliantWrapX <[WrapX.NoReply@alliant.com](mailto:WrapX.NoReply@alliant.com)>  
**Sent:** Wednesday, December 11, 2019 3:01 PM  
**To:** Public Works  
**Cc:** [Kathleen.Dalessandro@alliant.com](mailto:Kathleen.Dalessandro@alliant.com)  
**Subject:** OCIP IV Projects/ 2010012/ Welcome Letter and OCIP Certificate



12/11/2019

Attn: Anna Vee  
Karabuild Development Inc  
17530 Ventura Blvd Encino, CA 91316  
**Work Location:** 5857 - 107th St. ES

Re: OCIP IV Projects  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 2010012  
WC Policy Number: WA5-66D-067144-358

Dear Anna Vee,

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 2010012. 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 5857 - 107th St. ES project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- **Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's X-mod.**

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

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

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

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

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

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

Sincerely,  
Kathleen Dalessandro  
Email : [Kathleen.Dalessandro@alliant.com](mailto: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)  
12/11/2019

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).

<b>PRODUCER</b>  <b>Alliant Insurance Services, Inc.</b> <b>333 S Hope St, Suite 3750</b> <b>Los Angeles, CA 90071</b> <b>Phone: (213) 443-2468, Fax: (866) 867-5811</b>		<b>CONTACT NAME: Kathleen Dalessandro</b>  <table border="1"> <tr> <td> <b>PHONE</b>  <b>(A/C, No, Ext): (213) 270-0156</b> </td> <td> <b>FAX</b>  <b>(A/C, No):</b> </td> </tr> </table>		<b>PHONE</b> <b>(A/C, No, Ext): (213) 270-0156</b>	<b>FAX</b> <b>(A/C, No):</b>													
<b>PHONE</b> <b>(A/C, No, Ext): (213) 270-0156</b>	<b>FAX</b> <b>(A/C, No):</b>																	
		<b>E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com</b>																
<b>INSURED</b>  <b>Karabuild Development Inc</b> <b>17530 Ventura Blvd</b> <b>Encino, CA, 91316</b> <b>Attn: Anna Vee</b>		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td colspan="2">INSURER A: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td colspan="2">INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td colspan="2">INSURER C: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td colspan="2">INSURER D: Allied World Assurance Company (U.S.) Inc.</td> <td>19489</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A: Liberty Mutual Fire Insurance Company		23035	INSURER B: Everest National Insurance Company		10120	INSURER C: LM Insurance Corporation		33600	INSURER D: Allied World Assurance Company (U.S.) Inc.		19489
INSURER(S) AFFORDING COVERAGE		NAIC#																
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INSURER C: LM Insurance Corporation		33600																
INSURER D: Allied World Assurance Company (U.S.) Inc.		19489																

**COVERAGES** **CERTIFICATE NUMBER: 136006** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-661-067129-028	12/04/2019	05/01/2023	GL-EachOccurrence \$2,000,000
							GL-DamageToRentedPremises \$1,000,000
							GL-MedExp \$10,000
							GL-Personal&AdvInjury \$2,000,000
							GL-GeneralAggregate \$4,000,000
							GL-ProductsComp/OPAggregate \$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						AL-CombinedSingleLimit
							AL-BodilyInjury(Per person)
							AL-BodilyInjury(Per Accident)
							AL-Property Damage(Per Accident)
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS - MADE DED RETENTION \$			XC1EX00107181	12/04/2019	05/01/2023	EUL-Aggregate \$10,000,000
							EUL-EachOccurrence \$10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below			WA5-66D-067144-358	12/04/2019	05/01/2021	X WC-StatutoryLimits Other
							WC-E.L.EachAccident \$1,000,000
							WC-E.L.DiseasePolicyLimit \$1,000,000
							WC-E.L.Disease EachEmployee \$1,000,000
D	Excess & Umbrella #2			3113202	12/04/2019	05/01/2023	EUL-EachOccurrence \$15,000,000
							EUL-Aggregate \$15,000,000

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

The Named Insured is a participant in the Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2010012 at the following schools: 5857 - 107th St. ES. The coverage is effective from the start date of the contract, 12/04/2019, through the completion of the work onsite, or completion of the project, whichever is first.

## CERTIFICATE HOLDER

## CANCELLATION

**Karabuild Development Inc**  
**17530 Ventura Blvd**  
**Encino, CA, 91316**  
**Attn: Anna Vee**

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

AUTHORIZED REPRESENTATIVE : AUTHORIZED REPRESENTATIVE

*Craig S. Gruba*

© 1988-2016 ACORD CORPORATION. All rights reserved.

# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)  
12/11/2019

<b>PRODUCER</b> Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811	<b>CERTIFICATE HOLDER</b> Karabuild Development Inc 17530 Ventura Blvd Encino, CA, 91316 Attn: Anna Vee
<b>INSURED</b> Karabuild Development Inc 17530 Ventura Blvd Encino, CA, 91316 Attn: Anna Vee	

(continued from previous page)

## Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 12/4/2019 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: 12/4/2019 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: 12/4/2019 to 5/1/2023

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

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/05/2019

PRODUCER 818 247 4858

Stepan Insurance Agency  
450 N Brand Blvd Suite 600

Glendale, CA 91203

INSURED  
Karabuild Development, Inc.  
17530 Ventura Blvd.#209 A  
Encino, CA 91316

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: UNITED FINANCIAL CASUALTY

INSURER B:

INSURER C: ICW GROUP INS. COMPANIES

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	023580670	08/24/19	08/24/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVE5043780-01	09/30/19	09/30/20	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b>				

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

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.

PROJECT: 107TH ELEMENTARY SCHOOL

\*10 days for nonpay, 30 days for all other.

## CERTIFICATE HOLDER

LOS ANGELES UNIFIED SCHOOL DISTRICT  
333 S. Beaudry Ave., 28th Fl.,  
Los Angeles, CA 90017  
ATTN: FACILITIES CONTRACTS

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE ALBERT STEPAN



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2019

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Contractors Best Insurance 20335 Ventura Blvd., Suite 426 Woodland Hills CA 91364-	<b>CONTACT NAME:</b> Shilo Losino	<b>FAX (A/C, No.):</b> (866)309-9237
	<b>PHONE (A/C, No, Ext):</b> (818)348-4900	
<b>INSURED</b> Karabuild Development Inc. 17530 Ventura Blvd., Suite 209A Ste 209A Encino CA 91316-	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Capitol Specialty Insurance Corp	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	CT20150291-05	02/26/2019	02/26/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
\*10 Days Cancellation for Non-payment; 30 Days All Other

Project:

ADA Barrier Removal (PSA) at 107th Elementary School (188831)

Los Angeles Unified School District are included as Additional Insureds in respects to General Liability. Coverage is Primary & Non-Contributory.

## CERTIFICATE HOLDER

## CANCELLATION

AI 002835

Los Angeles Unified School District  
333 S. Beaudry Ave., 28th Fl.  
Los Angeles

CA 90017-

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

AUTHORIZED REPRESENTATIVE

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization when you have agreed in writing in a contract or agreement to waive your right of recovery against such person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization for whom you are performing "your work" when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy.	All locations where "your work" is performed as specified in the contract or written agreement between you and the Additional Insured(s).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Karabuild Development, Inc.

Developers since 1958

## LETTER OF ASSENT

December 10, 2019

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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 Karabuild Development, 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 #2010012, 107<sup>th</sup> Street Elementary School, ADA Barrier Removal (PSA), Project # 10369712, 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,



Ara Karajerjian, PM



# Troy's Ornamental Iron Craft

www.TroysIronCraft.com

8150 Electric Avenue  
Stanton, Ca, 9080  
Phone: (949) 587-9604  
Fax: (949) 587-9648

11/12/2019

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

Attn: Labor Compliance Department

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

Dear Madam:

This is to confirm **Troy's Ornamental Iron Craft 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 Project pursuant to **LAUSD Contract no. 2010012 – 107<sup>th</sup> ST E.S. – ADAD 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,

*Mansour Rad*

**Owner**

**Troy's Ornamental Iron Craft Inc.**



Date 12/5/2019

Project Labor Coordinator  
Labor Compliance Program  
333 S Beaudry Avenue, 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 that Continental Marble & Tile 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 #1910049, Blyth Street Elementary School, ADA Barrier Removal, Phase 2** 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,

Continental Marble & Tile Company

By:

Meghan Guzman  
Administrative Assistant



.....  
LETTER OF ASSENT

12/06/2019

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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

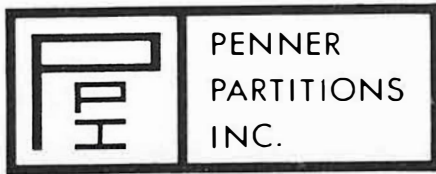
To Whom It May Concern:

This is to confirm MJ CONSTRUCTION DEVELOPMENT 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 #2010012, 107<sup>th</sup> Street Elementary School, ADA Barrier Removal (PSA), Project # 10369712, 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,

Mohsen Moerni / owner  
12/06/2019

.....  
328 S OAK ST INGLEWOOD, CA, 90301  
TEL: 323.677 3880 EMAIL [MOE.MJCONSTRUCTION@GMAIL.COM](mailto:MOE.MJCONSTRUCTION@GMAIL.COM)



# PENNER PARTITIONS, INC.

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

## ATTACHMENT A – LETTER OF ASSENT

November 13, 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: [lcp@lausd.net](mailto: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

Subject: LAUSD Contract # 2010012 – 107<sup>th</sup> Street E.S. – ADA Barrier Removal

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 # 2010012 – 107<sup>th</sup> Street E.S. – 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 an identical Letter of Assent prior to their commencement of work.

Sincerely,

Penner Partitions, Inc.)

By:   
Debbi L. Pollard  
Controller



## RETAIL DISPLAY MANUFACTURING, INC.

760 E Lambert Rd, Suite F  
La Habra CA, 90631

PH: (562) 690-4803  
Fax: (562) 690-4806

---

### ATTACHMENT A – LETTER OF ASSENT

11/13/2019

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

Dear Sir:

This is to confirm **Retail Display Manufacturing, Inc.** agrees to be a 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. 2010012/10369712, 107th Street Elementary School** and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Retail Display Manufacturing, Inc.

dba RDM Millwork and Cabinets

Ellis Voyagis, President



**ALAMEDA CONSTRUCTION SERVICES, INC.**  
GENERAL ENGINEERING / BUILDING CONTRACTOR / LICENSED & BONDED & INSURED  
8 (a), DBE, MBE and SBE

**LETTER OF ASSENT**

December 10, 2019

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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 Alameda Construction Services, 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 #2010012, 107<sup>th</sup> Street Elementary School, ADA Barrier Removal (PSA), Project # 10369712, 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,



Kevin Ramsey President



818-700-4985--Fax 818-701-0785  
Lic. # 604929

---

## LETTER OF ASSENT

**November 14, 2019**

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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 **HUR FLOORING CO.** 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 #1910049, Blyth Street Elementary School, ADA Barrier Removal, Phase 2, 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,

A handwritten signature in blue ink, appearing to read 'Michael Hur', is written over a horizontal line.

**Michael Hur**  
Owner

15204 Stagg Street  
Van Nuys, CA 91405



Asbestos Instant Response, Inc. dba  
AIR DEMOLITION & ENVIRONMENTAL SOLUTIONS

## LETTER OF ASSENT

November 12, 2019

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

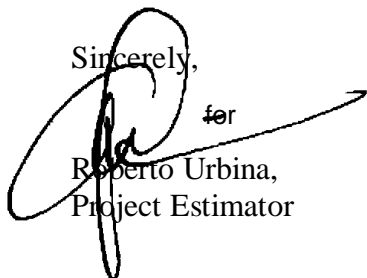
Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto:lcp@lausd.net) or fax 213-241-8356

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 **Asbestos Instant Response, 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 #1910049, Blyth Street Elementary School, ADA Barrier Removal, Phase 2, 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,

  
for  
Roberto Urbina,  
Project Estimator



November 11, 2019

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

Attn: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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 that **First Fire Systems, Inc.** agrees to be a 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 to all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Bid #2010012 – 107<sup>th</sup> Street Elementary School – ADA Barrier Removal** 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 an identical Letter of Assent prior to their commencement of work.

Sincerely,  
First Fire Systems, Inc.

  
Robbie Kashani  
Vice-President

11/14/2019

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

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

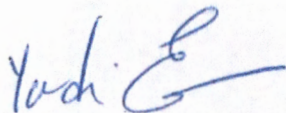
Re: Project Stabilization Agreement – New School Construction and Major  
Rehabilitation Funded by Proposition BB and/or Measure K – Letter of Assent

To Whom It May Concern:

This is to confirm Alternate Power & Construction Inc agrees to be party to and bound by the Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract #1910049, Blyth Street Elementary School, ADA Barrier Removal, Phase 2, 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,

Yadi Ebrahimi  
Vice President



# SIERRA SCHOOL EQUIPMENT COMPANY

*A CALIFORNIA CORPORATION*

CALIFORNIA CONTRACTORS LICENSE # 422359

P.O. BOX 80667 | 93380-0667

1911 MINERAL COURT

BAKERSFIELD, CALIFORNIA 93308-6812

PHONE (661) 399-2993 | FAX (661) 399-0218

## LETTER OF ASSENT

December 05, 2019

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

Attention: Labor Compliance Department  
Email: [lcp@lausd.net](mailto: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 Sierra School Equipment 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 #2010012, 107<sup>th</sup> Street Elementary School, ADA Barrier Removal (PSA), Project # 10369712, 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,



Michael G. McDermott  
Chief Financial Officer



## Vargas, Cynthia

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**From:** Public Works <publicworks@karabuild.com>  
**Sent:** Wednesday, December 11, 2019 3:11 PM  
**To:** Vargas, Cynthia  
**Subject:** Re: NOIA FOR 107th ES - 2010012

Hi Cynthia,

Construction Hardware company is a material supplier. They don't perform any work.

Thank you,  
Anna Vee  
Karabuild Development, Inc.  
818-817-9300

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**From:** Vargas, Cynthia <cynthia.vargas@lausd.net>  
**Sent:** Wednesday, December 11, 2019 2:56 PM  
**To:** Public Works  
**Subject:** RE: NOIA FOR 107th ES - 2010012

Hi Anna, Also missing a signed Letter of Assent from your Doors /Hardware subcontractor, Construction Hardware Co. Please provide by close of business day today.

Thank you,

*Cynthia Vargas*  
(213) 241-0457

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**From:** Vargas, Cynthia  
**Sent:** Wednesday, December 11, 2019 2:36 PM  
**To:** 'Public Works' <publicworks@karabuild.com>  
**Subject:** RE: NOIA FOR 107th ES - 2010012  
**Importance:** High

Hi Anna, Also missing: