Los Angeles Unified School District Procurement Services Division

AUSTIN BEUTNER
Superintendent

MEGAN K. REILLY Deputy Seperintendent



DAVID D. HART Chief Financial Officer

JANICE SAWYER
Interim Business Manager

JUDITH REECE Chief Procurement Officer

May 20, 2020

EMAILED:campainting@sbcglobal.net

CAM PAINTING INC. 29 HACKAMORE LANE BELL CANYON, CA 91307

NOTICE OF AWARD

Bid/Contract No.: 2010050 (Colin #10370807)

Project: VAN NUYS SENIOR HIGH SCHOOL

Project Description: EXTERIOR PAINTING

Contract Amount: \$888,000.00
Contract Duration: 160 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on May 20, 2020, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT.**

The executed Bid and Acceptance form is attached. Copies of the Contract Documents shall be provided by our office upon Contractor's request; please call (213) 241-1188 or contact Sally Sandoval @ celia.x.sandoval@lausd.net

Please contact your project Owner Authorized Representative (OAR), Rodolfo Cornejo, at 213-604-4656 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) 241-3153.

Sincerely,

Rosanna Takeda Rosanna Takeda Contract analyst

c: Mark Cho, Deputy Director Rodolfo Cornejo, (OAR) Inspection Section Michael Howard, SPM Alliant Insurance Services Existing Facilities

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

Bidder Name: CAM Painting Inc.

1.01 BID SUBMISSION INSTRUCTIONS

- Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor Α. License name and number, description of the Work and the bid opening date; and deposit with Los Angeles Unified School District, Facilities Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017. The bid shall be submitted by the bid due date at the customer service desk located in the first floor lobby of the building. The bid will be opened and read on the 28th Floor, Room 28-102, about one-half hour after the bid deadline.
- Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid. В.
- Failure to submit the complete Bid and Acceptance Form may invalidate the bid. C.
- BID DUE DATE: Before 10:00 A.M. on APRIL 13, 2020. Bids will be accepted at the following 1.02 location for drop off only:

LAUSD Procurement Services

8525 Rex Road

Pico Rivera, CA 90660

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:

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: VAN NUYS SENIOR HIGH SCHOOL, EXTERIOR PAINTING, PROJECT NO. 191083/10370807

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division Los Angeles Unified School District

Bidder acknowledges the following Addendum: 1.04

Number Number

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

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

(\$ **888,000.00** (numeric figures)

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL

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

- 1.06 BID ITEMS: N/A
- 1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 Allowances. N/A
- 1.08 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.
- 1.09 BASIS OF AWARD OF CONTRACT:
 - A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
 - B. 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:

VÁN NUYS SENIOR HIGH SCHOOL – EXTERIOR PAINTING 2010050/10370807

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be <u>160</u> calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

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

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

EXTERIOR PAINTING
VAN NUYS SENIOR HIGH SCHOOL

REVISED 7/1/2019 BID AND ACCEPTANCE FORM 00 4100-2

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: 4/13 2020

By cCAM Painting Inc.	(SEAL)
(Firm Name as it appears on Contractor's State License)	(00,10)
Priamos Yennaris	
(Authorized person to sign bid – print name)	
(Signature of authorized person to sign bid)	
Business Address: President 29 Hackamore La	
Bell Canyon CA 91	307
Phone No. 818-716-7410	-
Fax No818-716-7443	
Email Address_campainting@sbcglobal.net	

	FOR FC USE ONLY
	Contract Number
1.10 ACCEPTANCE	with Plans with Specs
This Contract is made and entered into on the date set forth on Page 4 of Los Angeles Unified School District, by and through its Board of Education (hereinafter Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities (sole ownership, partnership, corporation, joint venture, or other)	the "OWNER"), and
This Contract is for the purpose of constructing that Project identifie SCHOOL and commonly referred to as EXTERIOR PAINTING.	d as VAN NUYS SENIOR HIGH
CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid iss that it is qualified to perform all of the terms, covenants, promises and conditions of this	nied by the OWNER and represents
Article 7 - Contract Amount	
The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance of the sum of the contract of the shall accept, in full payment for performance of the sum of the sum of the shall accept, in full payment for performance of the sum o	ties Contracts) I in the Contract Documents. It is d that the Federal Excise Tax, from
All of the above-named Contract Documents are intended to be complementary. Work in Contract Documents and not by others shall be done as if required by all.	required by one of the above-named
Executed on	(up to \$3M), Facilities Contracts
LOS ANGELES UNIFIED SCHOOL DISTRICT By:	
CHIEF PROCUREMENT OFFICER. DIRECTOR OF FACILITIES CONTRACTS, FACILITADMINISTRATOR, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT ADMINISTRATION MANAGER	TIES CONTRACTS CONTRACT

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

END OF DOCUMENT

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL

REVISED 7/1/2019 BID AND ACCEPTANCE FORM 00 4100-4 PRINT DATE: Apr 15, 2020



LOS ANGELES UNIFIED SCHOOL DISTRICT **FACILITIES SERVICES DIVISION** TABULATION OF BIDS RECEIVED BY FACILITIES CONSTRUCTION CONTRACTS BEFORE 10:00 AM ON Apr 13, 2020

ADVERTISED

PRE-BID MEETING: **MANDATORY** ADVERTISED AS: B or C-33 COLIN #: 10370807 BASIS OF AWARD: BASE BID ONLY

SCHOOL NAME: **VAN NUYS HS** NO. OF ADDENDA:

PROJECT NAME: **VAN NUYS HS - EXTERIOR PAINTING** TIME PERIOD FOR

> COMPLETION OF WORK: 160 CALENDAR DAYS

CONTRACT SCOPE: **EXTERIOR PAINT**

CONTRACTOR CAUSED

COMPENSABLE DELAY: \$500 PER CALENDAR DAY

SCOPE(S) #: 191083 PSA: Yes

LADJ: 03/13/2020 and 03/17/2020 BID NUMBER: 2010050

BEST VALUE CONTRACT: No **ESTIMATED BASIS**

OF AWARD: \$990,419.00

NAME OF BIDDER	SBE PREFERENCE CALCULATION	BID AMOUNT
* CAM PAINTING INC (SBE) (LOW BIDDER w/SBE PREF)	\$845,714.29	\$888,000.00
** A.J. Fistes Corporation (SBE) 729357 A B C33 D06 D38 D39 ASB	A B C33 D06 D38 D39 ASB \$895,047.62	
***Prime Painting Contractors, Inc. 717259	\$920,000.00	\$920,000.00
C & P Construction Development, Inc. (SBE) 604931	\$933,333.33	\$980,000.00
Piana Construction & Painting Inc (SBE) 731555	\$1,274,285.71	\$1,338,000.00
SUBCONTRACTORS LISTED BELOW FOR THE THREE LOWEST BIDDERS ONLY		
* FIRST LOWEST BIDDER:		
CAM PAINTING INC		
20 HACKAMORE LANE RELL CANYON CA 04207 04207 Dhone		

29 HACKAMORE LANE, BELL CANYON, CA 91307 , , 91307, Phone:

SUBCONTRACTOR TYPE(S) OF WORK

EAGLE CONTRACTING INC Hazmat

ADDITIONAL NOTES:

5% SBE PREFERENCE APPLIED

SBE

** SECOND LOWEST BIDDER:

A.J. FISTES CORPORATION

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

SUBCONTRACTOR

TYPE(S) OF WORK

Karcher Environmental, Inc.

Abatement

ADDITIONAL NOTES:

5% SBE PREFERENCE APPLIED

*** THIRD LOWEST BIDDER:

PRIME PAINTING CONTRACTORS, INC.

17033 GLEDHILL STREET, NORTHRIDGE, CA, 91325, Phone:

SUBCONTRACTOR TYPE(S) OF WORK

Eagle Contracting, Inc Lead Abatement

ADDITIONAL NOTES:

NO SBE PREFERENCE APPLIED

NO SBE DOCUMENTATION.EMAILED THEM ON 4/14/20 VERIFYING BID AMOUNT, NO RESPONSE AS OF 10:30 AM, 4/15/20

CAA: ROSANNA TAKEDA (Phone: 213-241-3153)

Page 2 of 2

DOCUMENT 00 4336

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

4 04	
1.01	GENERAL.

Bidder Name: CAM Painting Inc

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

TYPE(S) OF WORK HAZMAT	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License) Eagle Contracting Inc	<u>LICENSE NO.</u> 970089	DIR REGISTRATION NO.	LOCATION OF BUSINESS (CITY, STATE) 8204 Garfield Avenue Bell Gardens, CA 90201
				*

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

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL

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

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

1.01	GENERAL.
1.01	GENERAL.

Bidder Name: CAM Painting Inc.

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

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

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

1.02 ETHICS POLICY

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

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

NIA	* * J	 	

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

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

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.

EXTERIOR PAINTING
VAN NUYS SENIOR HIGH SCHOOL

REVISED 12/12/2019 CERTIFICATION REQUIREMENTS 00 4500-1

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

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

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

- 2a. Does your organization perform these activities in-house (i.e. with internal staff) on its own behalf? **OR**
- 2b. Does a client pay your organization to conduct these activities on the client's behalf?

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

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

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

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

INSTRUCTIONS

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

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

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

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL

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

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

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

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL REVISED 12/12/2019 CERTIFICATION REQUIREMENTS 00 4500-3 C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

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

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

1.05 PREQUALIFICATION

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

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

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

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

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

1.07 DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD

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

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

[] Have, [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	04/07/2020	, at Bell Canyon	, California.
Ву:			
	Si	gnature and Title of Bidder Representative	

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

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

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

1.01	GENER	AL	
	A.	The following affidavit is required by Section 7106 of the California Public Contract C	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 b	id being deemed non-responsive.
	California of Ventur		
Priamo	s Yennari		omi donorna da la
Pres	sident	(Name of person signing bid) of CAM Painting Inc.	
put in a sham be communithe bid proposed bid price	ng bid, the loration; the false or sha id, or anyonication, or orice, or of d contract; e or any broorporation,	(Name of Licensee Bidding) bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, or bid is genuine and not collusive or sham; the bidder has not directly or indirectly indicated and has not directly or indirectly colluded, conspired, connived, or agreed with a sone shall refrain from bidding; that the bidder has not in any manner, directly or conference with anyone to fix the price of the bidder or any other bidder, or to fix any that any other bidder, or to secure any advantage against the public body awarding the that all statements contained in the bid are true; and, further, the bidder has not, directly eakdown thereof, or the contents thereof, or divulged information or data relative theret partnership, company association, organization, bid depository, or to any member or against the public body.	aced or solicited any other bidder to any bidder or anyone else to put in a r indirectly, sought by agreement, overhead, profit, or cost element of contract of anyone interested in the y or indirectly, submitted his or her
Bidder 1	vante	AM Painting Inc. Name as it appears on Contractor's State License	Check One: Sole Ownership
		ntification Number: 95-4532693	^
Contract	tor's State I	License: 710805 B,C33 Number Classification(s)	Partnership Corporation X
		Tolder: CAM Painting Inc.	Other
		8/31/2021	
			(818) 716-7410
City Be	ell Canyon	State CA Zip Code 91307 Fax	(818) 716-7443
"The sig the fores	nature belo going is tru	ow binds bidder to all the stated conditions and bidder certifies under penalty of perjury un e and correct."	der the laws of the State of California
Ву	_		President
		Print Name Signa	ature and Title
(Affiday	it shall be	signed by bidder or an authorized representative of bidder. Do not type or use rubber st	amp.)
Dated th	is _04/07/	day of April 20 20	
		THE DOCUMENT CANNOT DE ALTEDED MONTEUR OR CO	II ANCED

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

END OF DOCUMENT

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL REVISED 01/05/2012 NON-COLLUSION AFFIDAVIT 00 4519-1

DOCUMENT 00 4313 BID SECURITY FORM Bond Number CAMPA-1248 United States Fire Insurance Company Surety CAM Painting, Inc. Bidder THE LOS ANGELES UNIFIED SCHOOL DISTRICT, acting by and through its BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee Project Description: VAN NUYS HIGH SCHOOL EXTERIOR PAINTING Date of Bid Opening: April 13th, 2020 Project Number(s): 10370807 Contract Number: 2010050 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 7th day of April 20 20 ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT CAM Painting, Inc. State of ____ BIDDER County of ____ Signature of Authorized Person ____, a Notary Public Personally appeared Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name United States Fire Insurance Company 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 By (signed) acted, executed the instrument. Signature of Attorney-In-Fact Methew R. Dobyns WITNESS my hand and official seal. (Notary Seal) Address 305 Madison Avenue City, State Morristown, NJ 07962 Telephone (303) 846-1914 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

EXTERIOR PAINTING VAN NUYS SENIOR HIGH SCHOOL

REVISED 01/05/2012 BID SECURITY FORM

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

04251403820

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

amara Katkin

State of Pennsylvania } County of Philadelphia }

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

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

Tamara Watkins

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of April 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of CALIFORNIA County of ORANGE April 7th, 2020 before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC, personally appeared <u>MATTHEW R. DOBYNS</u> \boxtimes 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) ASHLEY MARIE SPOHN acted, executed the instrument. COMM. # 2188665 NOTARY PUBLIC CALIFORNIA I certify under PENALTY OF PERJURY under the laws of the State of ORANGE COUNTY California that the foregoing paragraph is true and correct. My comm. expires Mar. 27, 2021 WITNESS my hand and official seal. **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. **DESCRIPTION OF ATTACHED DOCUMENT** CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER PARTNER(S) LIMITED ATTORNEY-IN-FACT TRUSTEE(S) **GUARDIAN/CONSERVATOR** OTHER: ____ SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

AUSTIN BEUTNER Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

04/08/2020

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

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small Business

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Small Business Enterprise

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

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

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

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

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

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

Sincerely,

Lorena Padilla-Melendez

Ray Shill

Director of Community Relations and Small Business



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2020

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

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

	Puese does not comer rights to the t	CCITII	icate	s iloidei ili iled di su	1011 6						
	DUCER					CONTACT	NAME: Kath	leen Dalessandro			
Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811						PHONE (A/C, No, Ext): (213) 270-0156 FAX (A/C, No):					
	. , , , , ,					E-MAIL A	DDRESS: Kath	leen.Dalessandro@allia	nt.cor	n	
INSU						MOURE		ER(S) AFFORDING COVERA			NAIC#
29	AM Painting, Inc. 9 Hackamore Lane							utual Fire Insurance Compa lational Insurance Company			23035
В	ell Canyon, CA, 91307				L			ance Corporation			10120 33600
_	ttn: Priamos Yennaris VERAGES CERTIFIC	ATE	MILII	MDED: 159227				DEVISION N		ED.	
COVERAGES CERTIFICATE NUMBER: 159227 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 INDICA NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY E ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					ATE MAY BE						
INSR LTR	TYPE OF INSURANCE	ADDL INSD				CY EFF D/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY				05/0	6/2020	05/01/2023	GL-EachOccurrence			\$2,000,000
	CLAIMS-MADE X OCCUR			028				GL-DamageToRentedP	remis	es	\$1,000,000
								GL-MedExp			\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GL-Personal&AdvInjury	,		\$2,000,000
	POLICY X PROJECT LOC							GL-GeneralAggregate			\$4,000,000
	OTHER							GL-ProductsComp/OP/	\ggre	gate	\$4,000,000
	AUTOMOBILE LIABILITY							AL-CombinedSingleLin	nit		
	ANY AUTO OWNED AUTOS							AL-BodilyInjury(Per pe	rson)		
	ONLY SCHEDULED AUTOS NON-OWNED AUTOS							AL-BodilyInjury(PerAcc	ident)	
	ONLY							AL-Property Damage(P	er Ac	cident)	
В	UMBRELLA LIAB X OCCUR			XC1EX00107181	05/0	6/2020	05/01/2023	EUL-Aggregate			\$10,000,000
	X EXCESS LIAB CLAIMS - MADE	.						EUL-EachOccurrence			\$10,000,000
С	DED RETENTION \$ WORKERS COMPENSATION AND				05/0	6/2020	05/01/2021	X WC-StatutoryLimits	3	Other	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			249				WC-E.L.EachAccident			\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF							WC-E.L.DiseasePolicyL	.imit		\$1,000,000
	OPERATIONS below							WC-E.L.Disease EachE	mploy	yee	\$1,000,000
	Pollution Liability							PL-AggregateLimit			
								PL-PerOccuranceLimit			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD	101, Additional Remarks S	Schedu	ule, 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 2010050 at the following schools: 8893 - VAN NUYS SH. The coverage is effective from the start date of the contract, 05/06/2020, through the completion of the work onsite, or completion of the project, whichever is first.											
CE	RTIFICATE HOLDER					CANC	ELLATION				
CAM Painting, Inc. 29 Hackamore Lane Bell Canyon, CA, 91307 Attn: Priamos Yennaris					SHOU THE ACCO	LD ANY OF THE EXPIRATION PRDANCE WIT	IE ABOVE DESCRIBED POI DATE THEREOF, NOTIC 'H THE POLICY PROVISI ENTATIVE : AUTHORIZED	E WI ONS.	LL BE DI	ELIVERED IN	

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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 05/19/2020

PRODUCER

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

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

CERTIFICATE HOLDER

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

INSURED

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

(continued from previous page)

Excess & Umbrella #2

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

Policy Number: 3113202

Policy Duration: 5/6/2020 to 5/1/2023

\$15,000,000 Per Occurrence / \$15,000,000 Per Aggregate

Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 5/6/2020 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

Excess #4

ACE Property and Casualty Insurance Company Policy Number: XCQG71124654001 (50.00%)

Policy Duration: 5/6/2020 to 5/1/2023

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

Excess #4

Berkley National Insurance Company Policy Number: CEX0960316100 (50.00%) Policy Duration: 5/6/2020 to 5/1/2023

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



05/19/2020

Attn: Priamos Yennaris
CAM Painting, Inc.

29 Hackamore Lane Bell Canyon, CA 91307 **Work Location:** 8893 - VAN NUYS SH

Re: OCIP IV Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: 2010050

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

Dear Priamos Yennaris,

Attached is the Welcome Packet for the LAUSD OCIP IV Program.

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2010050. 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 8893 - VAN NUYS SH 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 2412210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy
 to be kept available for the onsite job crew. It will include the mandatory state Workers'
 Compensation Posting Notices. Please post these notices in a central location at the project
 site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled

subcontractors.

 Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed. WrapX website: (https://AlliantWrapx.alliantinsurance.com/ContractorPortal)

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

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

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

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

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

Sincerely, Kathleen Dalessandro

Email: Kathleen.Dalessandro@alliant.com

Tel: (213) 270-0156

Enclosures: Certificate of Insurance

Additional Insured wording for offsite certificates

CHIE

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2020

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

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

PRODUCER License # 0E67768	CONTACT Elizabeth Leach				
Legends Environmental Ins. Services 130 Vantis	PHONE (A/C, No, Ext): (949) 297-5537 52011 FAX (A/C, No): (949) 297-59				
Suite 250	E-MAIL ADDRESS: Elizabeth.Leach@ioausa.com				
Aliso Viejo, CA 92656	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Nautilus Insurance Company	17370			
INSURED	INSURER B : Great Divide Insurance Company 25224				
Eagle Contracting, Inc.	INSURER C:				
8204 Garfield Avenue	INSURER D:				
Bell Gardens, CA 90201	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

	XCLL	JSIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	IIIOD			(MINUS D) 11111	(MIND D) 1 1 1 1 1	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х		ECP201168716	5/12/2020	5/12/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
		N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:						SIR	\$	5,000
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			BAP202619712	5/12/2020	5/12/2021	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
	X	EXCESS LIAB CLAIMS-MADE			FFX201168816	5/12/2020	5/12/2021	AGGREGATE	\$	4,000,000
İ		DED X RETENTION \$ 0							\$	
В	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		WCA201168516	5/12/2020	5/12/2021	E.L. EACH ACCIDENT	\$	1,000,000
		ndatory in NH)	, A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Pro	fessional Liab			ECP201168716	5/12/2020	5/12/2021	Included in above GL		
Α	Cor	ntractor Pollution			ECP201168716	5/12/2020	5/12/2021	Included in above GL		
ĺ										
					l .				l	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) VAN NUYS SENIOR HIGH SCHOOL (10370807)

*Professional Liability is written on a Claims Made basis. Policy Aggregate Limit written under the General Liability policy applys once for the entire policy, and not separately for each Coverage Part.

VAN NUYS SENIOR HIGH SCHOOL (10370807) REVISED 11/16/2015 EXTERIOR PAINTING 2010050

CERT	IFICATI	HOLDER	

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Los Angeles Unified School District 333 S. Beaudry Avenue, 28th Floor Los Angeles, CA 90017 An Sami A

DOCUMENT 00 6217

CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

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

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

See below for Cancellation Clause.

bee below for currectiation clause.				
Name and Address of Insured (Contracto Eagle Contracting, Inc.	r)	Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S.		
8204 Garfield Avenue		Beaudry Ave. 28th Fl Los Angeles, CA 90017		
Bell Gardens, CA 90201			s Construction Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	Great Divide Ins. Co. WCA201168516	5/12/2020	5/12/2021	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	Nautilus Ins. Co. ECP201168716	5/12/2020	5/12/2021	\$2,000.000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Great Divide Ins. Co. BAP202619712	5/12/2020	5/12/2021	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	Nautilus Ins. Co. ECP201168716	5/12/2020	5/12/2021	\$5,000,000.00 each Occurrence
Name of school where work is being per VAN NUYS SENIOR HIGH SCHOOL (formed: 10370807)			

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). a.
- b. Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- Products Liability or Completed Operations. c.

d. Pollution Liability (including Asbestos) when Named Insured has a contract with the OWNER that involves the removal of these materials.

This certificate of insurance is not an insurance policy and of itself does not amend, extend or 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:	May 12,	, 20_ 20	Insurance Company 130 Yantis Drive Suite 250
			Number and Street Aliso Viejo, CA 92656
			City and State By: (signed)
			Signature of Authorized Representative or Insurer Nathan Brainard
			Name (typed) Legends Environmental Insurance Services
			Organization

130 Yantis Drive Suite 250, Aliso Viejo, CA 92656 Address 800-992-6999

Legends Environmental Insurance Services

Telephone

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

2010050/RT

VAN NUYS SENIOR HIGH SCHOOL (10370807) REVISED 11/16/2015 **EXTERIOR PAINTING**

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE

Bond No.: 602-120889-8

DOCUMENT 00 6114 PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and CAM PAINTING, INC.

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

denominated as number 2010050

described as EXTERIOR PAINTING at VAN NUYS SENIOR HIGH SCHOOL (10370807)

and is in the Contract Amount of \$888,000.00.

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and United States Fire Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of **EIGHT HUNDRED EIGHTY EIGHT THOUSAND** Dollars (\$888,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

VAN NUYS SENIOR HIGH SCHOOL EXTERIOR PAINTING

FAITHFUL PERFORMANCE BOND

00 6114-1

(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 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 follow have the same meaning ascribed to them in the Contract Documents, Contract Amount, Contract Time, Day, Pu	wing terms that are specially defined in the Contract ct: OWNER, CONTRACTOR, Contract, Work, Contract List, and Substantial Completion.	shall ntract
Signed and sealed this day of	fMay2020.	
	TOR/PRINCIPAL I PAINTING, INC.	
Surety Name United States Fire Insurance Company Address of Surety 305 Madison Avenue Morristown, NJ 07962 Telephone Number (303) 846-1914 Bond Number 602-120899-8	By Attorney-in-Fact, Randy Spohn Address 1633 E. Fourth Street, Suite 228 Santa Ana, CA 92701 Telephone Number(714) 541-4700	
The OWNER will obtain the following certification:		3
I hereby certify:	GELES COUNTY CLERK'S OFFICE ate Insurance Commissioner as an admitted Surety Insurer and the of the surety for the period ending	nat
Date	Ву	
	Deputy	

#2010050/RT

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

VAN NUYS SENIOR HIGH SCHOOL EXTERIOR PAINTING

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

99999

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

04251403820

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

Jamara Katking

UNITED STATES FIRE INSURANCE COMPANY

State of Pennsylvania }
County of Philadelphia }

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

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

Tamara Watkins

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of May 2020



Al Wright, Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of CALIFORNIA County of ORANGE							
	before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC,						
On May 7th, 2020							
personally appeared <u>RANI</u>	DY SPOHN ,						
ASHLEY MARIE SPOHN COMM. # 2188665 NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My comm. expires Mar. 27, 2021	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
,	WITNESS my hand and official seal.						
Signature of Notary							
200 年1981年1980年1981年1981	OPTIONAL						
Though the data below is not requi could prevent fraudulent reattachn	red by law, it may prove valuable to persons relying on the document and nent of this form.						
CAPACITY CLAIMED BY SIG	NER DESCRIPTION OF ATTACHED DOCUMENT						
☐ INDIVIDUAL ☐ CORPORATE OFFICER ——							
 □ PARTNER(S) □ ATTORNEY-IN-FACT □ TRUSTEE(S) □ GUARDIAN/CONSERVATOR □ OTHER: 	MITED						
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(I	ES)						

Bond No.: 602-120899-8

DOCUMENT 00 6113 PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and CAM PAINTING INC.

hereinafter called the CONTRACTOR, have entered into a Contract

for: EXTERIOR PAINTING AT VAN NUYS SENIOR HIGH SCHOOL (10370807)

Contract Amount: EIGHT HUNDRED EIGHTY EIGHT THOUSAND (\$888,000.00)

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, United States Fire Insurance Company are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

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

This bond is executed in accordance with the requirements of Section 9550 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Civil 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 this7th	day of May 20 20							
CONTRACTOR/PRINCIPAL CAM PAINTING.INC. By Title President								
Surety Name United States Fire Insurance Company Address of Surety 305 Madison Avenue Morristown, NJ 07962 Telephone Number (303) 846-1914 Bond Number 602-120899-8	By Attorney-in-Fact: Andy Spohn Address 1633 E. Fourth Street, Suite 228 Santa Ana, CA 92701 Telephone Number (714) 541-4700							
The OWNER will obtain the following certification:	. 35							
CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE 1 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							

#2010050/RT

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

04251403820

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

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

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

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

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

Tamara Watkin

UNITED STATES FIRE INSURANCE COMPANY

State of Pennsylvania } County of Philadelphia }

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

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

Tamara Watkins

(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of May 20 20



Al Wright, Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other o	officer completing this certificate verifies only the identity of the cument to which this certificate is attached, and not the truthfulness,
accuracy, or validity of that d	
State of <u>CALIFORNIA</u>	
County of ORANGE	
OnMay 7th, 2020	before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC,
personally appearedRANI	DY SPOHN,
ASHLEY MARIE SPOHN	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.
COMM. # 2188665 NOTARY PUBLIC CALIFORNIA DO CRANGE COUNTY My comm. expires Mar. 27, 2021	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
-	WITNESS my hand and official seal.
	Signature of Notary
3793	OPTIONAL
Though the data below is not requi could prevent fraudulent reattachn	red by law, it may prove valuable to persons relying on the document and nent of this form.
CAPACITY CLAIMED BY SIG	NER DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL ☐ CORPORATE OFFICER ——	
 □ PARTNER(S) □ ATTORNEY-IN-FACT □ TRUSTEE(S) □ GUARDIAN/CONSERVATOR □ OTHER: 	MITED
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(I	ES)

Page 1 of 2 Company Profile



COMPANY PROFILE

Company Profile

Company Search **Company Information**

Company Search Results

Company Information

UNITED STATES FIRE INSURANCE COMPANY

305 MADISON AVE MORRISTOWN, NJ 07960-6117

Old Company Names

Old Company Names Agent for Service

Effective Date

Reference

MJR FIRE INSURANCE COMPANY

12/31/2003

Information NAIC Group List

Agent For Service

Lines of Business

George Burr Workers'

1100 Town and Country Road

Compensation Suite 550

Complaint and

Request for Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly

Statements Company Complaint

Company Performance & Comparison Data

Company

Enforcement Action

Composite

Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial

Disclaimer

Orange CA 92868

Reference Information

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

back to top

NAIC Group List

NAIC Group #: 0158 FAIRFAX FIN GRP

Lines Of Business

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

AIRCRAFT

AUTOMOBILE

BOILER AND MACHINERY

BURGLARY

COMMON CARRIER LIABILITY

CREDIT DISABILITY

FIRE

LIABILITY MARINE

MISCELLANEOUS PLATE GLASS



May 7, 2020

Project Labor Coordinator Labor Compliance Program 333 South Beaudry Ave. 21 St 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 CAM Painting Inc agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Contract No. 2010050 Van Nuys Senior High School project number #10370807.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,

Priamos (fennaris Priamos Yennaris, President CAM Painting Inc

EAGLE CONTRACTING INCORPORATED

6720 Hoover Avenue Whittier, CA 90601

ENVIRONMENTAL REMEDIATION / DEMOLITION SERVICES

May 12, 2020

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

Attention: Labor Compliance Department

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

Re: Project Stabilization Agreement-New School Construction and Major

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

Dear Sir or Madam:

This is to confirm Eagle Contracting, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement-New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No#2010050 Van Nuys Senior High School project number 10370807, and this company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Eagle Contracting, Inc.

Reynaldo Rivera / Office Manager

PHONE # 562-249-8131

LICENSE # 970089

FAX # 562-381-8131

DOSH # 1044

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ROSANNA TAKEDA LAUSD/FACILITIES CONTRACTS PO#1690001.04-4400003962 333 SO. BEAUDRY AVE, 28ND FLOOR LOS ANGELES, CA 90017

COPY OF NOTICE

Notice Type: BID NOTICE INVITING BIDS

Ad Description

2010050-VAN NUYS HIGH SCHOOL - EXTERIOR PAINTING

To the right is a copy of the notice you sent to us for publication in the LOS ANGELES DAILY JOURNAL. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

03/13/2020, 03/17/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

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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-Education of the City of Los Angeles will receive bids from the District's list of prequalified contractors to furnish all labor and material for the following: THE FOLLOWING PROJECT IS SUBJECT TO THE PROJECT IS SUBJECT TO THE PROJECT STABILIZATION AGREEMENT. DATE OF BID OPENING: April 1, 2020 (Wednesday @ 10:00 AM). BID NUMBER: 2010050 EXTERIOR PAINTING at VAN NUYS HIGH SCHOOL (10370807). Mandatory Pre-bid Meeting: 3/20/2020 (Friday @ 10:00 AM). Prime contractor shall hold license in the following classification(s): "B or C33" license required. Contractor Caused Compensable Delay (L.D.): \$500.00 per calendar day. The anticipated construction cost for the Work of this Project is \$670,000.00. Bidder should note that OWNER's prequalification program has been expanded pursuant to Public Contract Code 20111.6 to include mechanical, electrical and plumbing subcontractors, holding C-4, C-7, C-10, C-616, 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 or or subcontractor from the CWNER's List of Prequalified Subcontractor 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 or or subcontractor or subcontra 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 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 th 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 (213) 241-4665 Each bid shall be in accordance with drawings, specifications and other contract documents now on file at Facilities Construction Contracts, 333 S. Beaudry Ave. Los Angeles, CA 90017 Bidding documents are available online at www.crispimg.com in the "Public Planroom" and will be available Monday through Friday on 3/14/2020 at CRISP IMAGING Los Angeles Office (Downtown) 1829 S. Main Street Los Angeles, CA 90015 Business Hours: Monday through Friday 7:00 a.m. to 6:00 p.m. Telephone: (213) 741-9560 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 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: 3/5/20 BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division. 3/13, 3/17/20

DJ-3351314#

