#### Los Angeles Unified School District

## **PROCUREMENT SERVICES DIVISION**

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

**KARLA ESTRADA** 

**Deputy Superintendent of Instruction** 

**PEDRO SALCIDO** 

**Deputy Superintendent of Business Services & Operations** 

April 24, 2025



**CHRISTOPHER D. MOUNT-BENITES** 

Chief Business Officer

SUNG YON LEE

Deputy Chief Business Officer

**MATTHEW A. FRIEDMAN** 

Interim Chief Procurement Officer

**SENT VIA EMAIL:** <a href="mailto:ghassan.hamoudeh@jci.com">ghassan.hamoudeh@jci.com</a> <a href="mailto:john.t.kalinin@jci.com">john.t.kalinin@jci.com</a>

JOHNSON CONTROLS, INC

7711 Center Avenue, Suite 650 Huntington Beach, CA 92647

#### NOTICE OF AWARD

RFQ / Contract No: R-25018 / 2530017

ARIBA Contract No.: C9386

Contract Type: JOB ORDER CONTRACTING

Contract Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)

CATEGORY B – PUBLIC ADDRESS (PA) & TELEPHONE INSTALLATIONS

Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 1.3500)

**Contract Duration: 365 Calendar Days** 

This is your notice that you have been awarded the contract for the above-referenced project on **April 22**, **2025** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The Gordian Group will be contacting you shortly to provide training and access in the eGordian© web-based application used in the JOC Program. If you have any questions regarding this eGordian application, please contact Farhan Karimi at (310) 228-0082.

If you should have any questions regarding award of contract, please send email to <a href="mailto:xochitl.vargas@lausd.net">xochitl.vargas@lausd.net</a> or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas

**Contract Administration Analyst** 

M. Friedman F. Karimi D. Lozon

C. Pettus WTW (OCIP)
K. Kennedy R. Lim, FPPS
A. Tiongco E. Tran, PSA

H. Aguilar

Vahill Vargas

# INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District



TO: Courtney Pettus

**Contract Administration Manager** 

FROM: Xochitl Vargas

**Contract Administration Analyst** 

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2530017/C9386

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-25018

CONTRACT DESCRIPTION: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)

Category B – Public Address (PA) and Telephone Installations.

The contract award amount is \$1,000,000.00. The estimated contract range is \$25,000.00 to Maximum Contract Value of \$8,660,000. The contract period is 365 calendar days. An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during this term.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that JOHNSON CONTROLS, INC. is one of the qualified and pre-qualified bidders on this Project.

The Job Order contract will be encumbered from the accounts listed below, provided by Program Controls:

		ACCOUNTING LINES		
CONTRACT NO. / BID NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2530017/C9386				
RFQ / Bid NO. R-25018	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount ( <i>Base bid Only</i> )	\$			

Contract Contingency	<u>DOLLAR</u>			_
(5% of total Contract Amount)	<u>AMOUNTS</u>	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
	N/A			
Contingency Amount	N/A			
Total Amount Required to Award				
Contract:	N/A			

Recommendation to Award prepared by:

Xocluit Vargas

4/22/2025

**DATE**: April 22, 2025

Xochitl Vargas, Contract Administrator

(Signature/date)

Courtney Pettus

Recommendation to Award Contract No. 2530017/C9386

Information Technology Services (ITS)

JOC – Electrical and Low Voltage Contracting Services

Category B – Public Address (PA) and Telephone

JOHNSON CONTROLS, INC. (0232)

**Installations** 

For Use by Job Order Contracting Unit (Central Office only):

10/22/2024 &
10/29/2024
05/29/2024
04/18/2025
04/18/2025
YES
05/23/2024
05/22/2025
\$200,000,000
12/10/2024
12/23/2024
\$1,000,000
7
1

#### PUBLICATIONS USED TO ADVERTISE RFQ

Los Angeles Daily Journal 10/22/2024 and 10/29/2024			
e-Bidboard 10/22/2024			
	One (1) Trade Publication for Advertisement via		
DUE DILIGENCE INDICA	TORS		
CONTRACTOR PERFORMANCE SCORE	84.3		
EMR	0.68		

### ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-25018.

JOHNSON CONTROLS, INC. is the qualified and prequalified bidder and is being awarded JOC Master Contract 2530017/C9386.

All bid documentation and other supporting correspondence required to date have been reviewed.

verified by:	DocuSigned by:	-
	Xochith Vargas	4/22/2025
Xochitl Vargas, Contract Administrator		Date
	DocuSigned by:	
	Courtney Pettus	4/22/2025
Approved by: Chief Procurement Officer	or Designee Signature —	Date

<u>Delegated Authority:</u> Up to \$1,000,000, Gayane Stepanyan's signature is required: Over \$1,000,000 and up to 2,500,000, Courtney Pettus's signature required.

c: RCD OAR File DOCUMENT 00 4100

Bidder Name: Johnson Controls, Inc.

#### BID AND ACCEPTANCE FORM

Category B (Public Address (PA) and Telephone Installations)

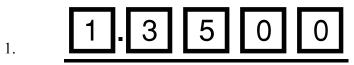
- 1.01 BID SUBMISSION INSTRUCTIONS
  - A. Submit this form, along with the Required Bid Forms, electronically as indicated in Section 00 2113 Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
  - B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
  - C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID SUBMITTAL DUE DATE: No later than 3:00 PM, December 23, 2024
- 1.03 PROJECT IDENTIFICATION:
  - A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFO/BID NO. R-25018 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Nun	nber Number	Number Numbe	r Number	Number N	Number N	Jumber N	Number N	Jumber N	lumbe
1									

#### 1.05 BID ADJUSTMENT FACTOR(S)

- A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog<sup>®</sup> (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. <u>Base Term</u> (12 months from Notice of Contract award or expenditure of the **\$8,660,000** Maximum Contract Value, whichever occurs first)

Adjustment Factor - Unit work requirements to be performed for all Work Hours (Weekdays, Weekends and Holidays), for Projects as ordered by the OWNER in individual Job Orders against the contract.



Utilize four decimal places. Use conventional rounding.

#### 1.06 <u>Cost of Non Pre-Priced Task</u>

Non Pre-priced tasks, if any, shall be separately identified and submitted in the proposal. Information submitted in support of Non Pre-priced tasks shall include, but not be limited to, the following:

- 1. Complete Specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
- 2. Work schedule.
- 3. Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by LAUSD, costing data will be submitted demonstrating that the Contractor sought and received three quotes. The Contractor shall provide an installed Unit Price (or demolition price if appropriate) that shall include all costs required to accomplish the Non Pre-priced task.
- 4. The final price submitted for Non Pre-priced tasks shall be according to the following formula:

#### COST OF NON PRE-PRICED TASK = A + B + C + D

#### **Contractor Performed Duties**

- A = Direct labor cost and fringe benefits per prevailing wage rates
- B = Direct material costs (supported by quotes)
- C = Direct equipment costs (supported by equipment amortization data)
- D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task =  $(A + B + C) \times 10\%$

#### **Subcontractor Performed Duties**

E = Cost of Subcontractors to Contractor (supported by quotes)

Total Cost of Non Pre-Priced Task =  $E \times 10\%$ 

- 5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
- 6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
- 7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- 9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.12 of the General Conditions.
- 1.08 BASIS OF AWARD OF CONTRACT:
  - A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.

#### 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 this Contract.

#### **Article 2 - Time for Completion**

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The Base Period of the Contract shall be 365 calendar days or the expenditure of the Maximum Contract Value whichever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

#### 1.09 TIME IS OF THE ESSENCE.

#### **Article 3 - Hold Harmless, Defense and Indemnification**

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

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

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

#### Article 4 - Insurance

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

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

If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Value and contain the terms and conditions required by Articles 5.17 through 5.18 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Bidder Name:	Johnson Controls, Inc.
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## **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:	Decem	ber 23	, <b>20</b> <u>24</u>			
By	Johnson Controls, Inc.					
(Firm	Name as it ap	pears on Contract	or's State License)			
jhamoug  Distally signed by jhamoug Distally sig						
(Signature of authorized person to sign bid)						
Print Name:	Ghassan	Hamoudeh				
Business Address: 7711 Center Ave, Suite 650						
	Huntingt	on Beach, CA	92647			
Contractor License No.: 22445						
Phone No	858-264	-9012				
Email Address:	ghassan.ha	.moudeh@jci.c	om			

Category B (Public Address (PA) and Telephone Installations)	FOR PROCUREMENT USE ONL		
category D (1 done reduces (111) and receptione instantations)	Contract Number		
	2530017		
	Category B  with Plans		
1.10 ACCEPTANCE	with Specs		
This Contract is made and entered into on the date set forth on Page 4 of the Los Angeles Unified School District, by and through its Board of Education (hereinafter the			
JOHNSON CONTROLS, INC.	,		
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities CORPORATION	Contracts}		
{sole ownership, partnership, corporation, joint venture, or other}	·		
This Contract is for the purpose of constructing that Project identified as <b>JOB OR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ NO. HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE).</b> CONTRACTOR is bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuan and represents that it is qualified to perform all of the terms, covenants, promises and condit The Contractor shall perform all work required, necessary, proper for or incidental to complecate for in each individual Job Order issued pursuant to this Contract for the Unit Prices of Catalog® and the Adjustment Factor(s) as specified in the Bid Form.	R-25018) FOR ALL WORK s the most qualified prequalified at to Public Contract Code 20919 cions of this Contract. eting the Detailed Scope of Work		
Article 7 - Contract Value			
The Contract is an indefinite-quantity contract for construction work and services. The CONTRACTOR shall accept, in full payment for performance as required by the Contract Drange is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value <b>Sixty Thousand Dollars (\$8,660,000)</b> , to be determined by individual Job Orders, as provided	Documents the estimated contract e of Eight million Six Hundred		
The term of the JOC Contract is 12 months or whenever the maximum value of the JOC C less. The initial value of the JOC Contract may be increased up to the maximum total do hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by the Dis (BAF) shall remain fixed for the term of the JOC Contract.	ollar amount of eight million, six		
Additionally, upon mutual consent, the contract may be extended for two (2) option periods the maximum contract amount must not exceed seventeen million, three hundred twenty tho within the maximum contract term of three (3) years. Any option beyond the initial term of the discretion of LAUSD with the understanding that the Bid Adjustment Factor (BAF) idenshall remain fixed for the term of the JOC Contract.	susand dollars (\$17,320,000) the contract, may be exercised at		
An awarded JOC Contract does not guarantee that any job order(s) will be issued by the Dis	trict during the term.		
It is understood and agreed that all applicable taxes are included in the Contract Value and t which the OWNER is exempt, is not included. The OWNER, upon request, will furnish Exemption Certificates as may be required by the Manufacturer or Dealer.			
All of the above-named Contract Documents are intended to be complementary. Work required Documents and not by others shall be done as if required by all.	uired by one of the above-named		
Executed on, at Los Angeles, California.			
LOS DocuSigned by: SCHOOL DISTRICT, PROCUREM.  Countney Pettus  By: ARDA47811638489	ENT SERVICES DIVISION		
Chief Procurement Officer or Designee			
Courtney Pettus Print Name:  FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER TEND OF DOCUMENT	THE BID NON-RESPONSIVE		
JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES	RELEASED 10/23/2024 BID AND ACCEPTANCE FORM		

RFQ/BID NO. R-25018

00 4100-5

RFQ/BID NO. R-25018

DOCUMENT 00 4313				
BID SECURITY FO	DRM			
Bond Number Bid				
		Surety		
Johnson Controls, Inc.		Bidder		
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES				
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)				
Project Description: JOB ORDER CONTRACT FOR ELECTRICAL A (R-25018) for Category B (Public Address (PA) and Bid Submittal Due Date: 12/23/2024	AND LOW VOLTAGE CONTRACTING SITE Telephone Installations)	ERVICES		
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which				
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and s of the United States, for which payment we bind ourselves, our heirs, executors, admin	everally, to OWNER in the amount set forth above, I istrators, and assigns, jointly and severally, by these	awful money presents.		
If the bid or any part of the bid shall be accepted and a contract awarded to the bidder the terms, conditions, and obligations to be kept and performed on the part of the bidder and shall furnish bond(s) as required by the Contract and Specifications, or the call for this obligation shall be void; otherwise it shall remain in full force and effect for a minim by law, or longer through mutual agreement of the OWNER and bidder.	er, and shall within the required time enter into a writt bids. or by law, with a surety acceptable to OWNER.	en contract then		
This instrument and the amount of money set forth above shall be applied toward, but to be sustained by OWNER if the bidder fails to execute a written contract, or fails to secuterms, conditions and obligations to be kept and performed on the part of the bidder.	shall not be considered a limitation upon, any damag ure the necessary bond(s), or fails to comply with all t	es which may the		
The maximum amount of Surety's liability claimable and recoverable under this instrummoney set forth above. In addition to the liability of the Surety under this bond, the Coubond reasonable attorneys' fees and costs, even if such amounts exceed the penal sur	urt shall award to the prevailing party in any suit brou	mount of ght on this		
Dated this 18th day of December 20 24	ACKNOWLEDGMENT BY AN ATTORNEY-	N-FACT		
Johnson Controls, Inc.	State of Connecticut  County of Hartford	- ss		
By (signed)Signature of Authorized Person	On December 18th, 2024	_, before me,		
Title Ashley Alexis, Attorney-in-Fact	, Alyx Nardini, a N	Notary Public		
By (signed)  Liberty Mutual Insurance Company SURETY  Surgnature of Attorney-In-Fact Michelle Anne McMahon	Personally appeared Ashley Alexis Personally known to me (or proved to me of satisfactory evidence) to be the person wis subscribed to this instrument and acknown me that he/she executed the same in his/her capacity, and that by his/her signature on the the person, or the entity upon behalf of which acted, executed the instrument.  WITNESS my hand and official seal.	whose name owledged to rauthorized e instrument		
Address 175 Berkeley Street	NOTARY P	UBLIC - #19		
City, State Boston, MA 02116	- MY COMMISSIO	CONNECTION EXPIRES AUG. 3.		
Telephone (617) 357-9500	Signature of Notary Al	yx Nardini		
ATTACH CERTIFIED COPY OF POWER OF ATTORNEY (THIS DOCUMENT <u>CANNOT</u> BE ALTERE [If you do not sabmit a certified or cashier's check, failure to sub	AND ALL-PÜRPOSE ACKNOWLEDGMENT  D, MODIFIED, OR CHANGED.)	`		
END OF DOCUM	TENT			
JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES REO/BID NO. R-25018	RELEASED 10/2 BID SECURITY 00 4			

# NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut	
County of <u>Hartford s</u> s.	
On this the 18th day of December 2024 before the undersigned officer, personally appeared Michael (or satisfactorily proven) to be the person whose name Liberty Mutual Insurance Company	elle Anne McMahon known to me
executed the same as the act of his/her principal for the	e purposes therein contained.
In witness whereof I hereunto set my hand.	
ANG 2	GLENN RYAN CUSTODIO TAPAWAN NOTARY PUBLIC- #192680 STATE OF CONNECTICUT
Signature of Notary Public	MY COMMISSION EXPIRES SEPT. 30, 2029
Date Commission Expires: September 30, 2029	
Glenn Ryan Custodio Tapawan	
Printed Name of Notary	



## **DELEGATION OF AUTHORITY**

The undersigned, Authorized Signatory of Johnson Controls, Inc. pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by the Company on August 19, 2024, hereby authorizes:

# Ashley Alexis of Willis Towers Watson

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the Company President or any Vice President.

Signed at Milwaukee, Wisconsin, this 18th day of December 20 24.

Craig Bartol, Authorized Signatory



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

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

Certificate No: 8210646 - 985949

#### POWER OF ATTORNEY

Liberty Mutual Insurar under the laws of the	nce Company is a corpor State of Indiana (herein	ation duly organized collectively called the	under the laws of "Companies"), pu	nce Company is a corporation duly organized under the laws of the State of New Hampshire, that the State of Massachusetts, and West American Insurance Company is a corporation duly organized insurant to and by authority herein set forth, does hereby name, constitute and appoint.  Connor
Wolpert, Doritza M	ojica, Gentry Stewart, kner, Robyn Salley, S	Jennifer Godere, Jo	onathan Gleason	, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas
all of the city of	Hartford	state of	CT	each individually if there be more than one named, its true and lawful attorney-in-fact to make,
execute, seal, acknow	ledge and deliver, for ar	d on its behalf as sur	ety and as its act	and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August . 2023





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

State of PENNSYLVANIA County of MONTGOMERY SS

persons

On this 22nd day of Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized offcer.

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



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

Any filter or other official of the Corporation by the signature and execution of any such instruments and to attach therefore be as inding as if signed by the President and attach therefore be as of the Corporation by the South that where the season to the Corporation of the Corporation by the South that where the provisions of the officer or difficers granting such power or authority.

\*\*RTICLE XIII – Execution of Contracts: Section 5. Surely Bonds and Undertakings. When signature and executed to the purpose in writing by the chairman or the president, and subject to such limitation as the chairman or the President and attached to by the Secretary. Any power or authority is surprised and attached to by the Secretary. Any power or authority or authority of the company such actions to the company such actions as the chairman or the president, and subject to such limitation as the Chairman or the President and attached to by the Secretary. Any power or authority is a surprised to the purpose in writing by the chairman or the President, and subject to such limitation as the Chairman or the President and attached to by the Secretary. Any power or authority and the company authority of the company and all propose in writing by the chairman or the president, and subject to such limitations as the chairman or the President and attached to by the Secretary. Any power or authority and the company authority of the Company to the company authority of the Company to the company authority of the company authority of the company authority of the company to the company authority of the company authority of the company to act on behalf of the Company to make, execute, seal, acknowledge and the company.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December







Renee C. Llewellyn, Assistant Secretary

## Los Angeles Unified School District

#### PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

KARLA ESTRADA

Deputy Superintendent of Instruction

PEDRO SALCIDO

Deputy Superintendent of Business Services & Operations

January 24, 2025



CHRISTOPHER D. MOUNT-BENITES
Interim Chief Business Officer

SUNG YON LEE Deputy Chief Business Officer

MATTHEW A. FRIEDMAN
Interim Chief Procurement Officer

Johnson Controls, Inc. 7711 Center Avenue, Suite 650 Huntington Beach, CA 92647

SENT VIA EMAIL: ghassan.hamoudeh@jci.com john.t.kalinin@jci.com

Dear Mr. Hamoudeh:

The District is requesting the Bid Adjustment Factor to be extended for an additional 60 days, which would extend the validity of your company's bid through **April 22, 2025**.

Please email your response as indicated on the enclosed attachment by February 7, 2025 or sooner.

The District will consider failure to respond as an indication of your company's refusal to the extension request.

Sincerely,

Xohitl Vangaz Xochitl Vargas

Contract Administration Analyst

C: Gayane Stepanyan

**Enclosed Attachment** 

### Los Angeles Unified School District

# PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO Superintendent

KARLA ESTRADA

Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



CHRISTOPHER D. MOUNT-BENITES
Interim Chief Business Officer

SUNG YON LEE

Deputy Chief Business Officer

MATTHEW A. FRIEDMAN Interim Chief Procurement Officer

# ATTACHMENT

In reference to RFQ No. R-25018 for Electrical and Low Voltage Contracting Services (Category B), please take the following action:

Indicate:

Yes, we agree to extend the Bid Adjustment Factor of 1.3500 submitted on December 23, 2024 through April 22, 2025.

No, we do not agree to the extension. By checking this box, we understand our company's bid will no longer be considered for an award of this contract.

Company Name:

Johnson Controls Sine.

Authorized Signature:

Margan Hameyald

Title:

Branch Instablation Manager

Address:

711 Centar Ave # 650, Mantington Beach, Ca. 92647

Date: 1/77 | 2025



2815 Forbs Avenue, Suite 102 Hoffman Estates, IL 60192 Phone: 847-396-7131

Fax: 866-548-6573

January 27, 2025

Board of Education of the City of Los Angeles 333 South Beaudry Avenue Los Angeles, CA 90017

Re: Johnson Controls, Inc. 7711 Center Avenue Huntington Beach, CA 92647

Project: Job Order Contract for Electrical and Low Voltage Contracting Services (R-25018) for Category B (Public Address (PA) and Telephone Installations

#### Gentlemen:

Please be advised that Liberty Mutual Insurance Company consents to an extension of the bid bond that was executed for the above referenced Contractor and Project. This consent is effective for 60 days.

Sincerely,

Liberty Mutual Insurance Company

Y:

Wendy Lewis, Attorney-In-Fact





# **POWER OF ATTORNEY**

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

	West American insurance Con	ipariy	
Liberty Mutual Insurance Company is organized under the laws of the State of Wendy Lewis all of the sign execute and acknowledge the	PRESENTS: That The Ohio Casualty Insurance Company is a corp a corporation duly organized under the laws of the State of Mass of Indiana (herein collectively called the "Companies"), pursuant to all he city of <a href="New York">New York</a> , state of <a href="NY">NY</a> its tru following surety bonds, undertakings, recognizances, contracts of ianies as if it had been duly signed and executed by its own officers:	nd by authority herein set forth, does here and lawful attorney-in-fact, with full pow	eby name, constitute and appoint ver and authority hereby conferred
Principal Name:	Johnson Controls, Inc.	<del></del>	
Obligee Name:	Board of Education of the City of Los Angeles		
Surety Bond Number:	Bid Bond		Bond Amount: See Bond Form
	of Attorney has been subscribed by an authorized officer or official of	he Companies and the corporate seals o	f the Companies have been affixed
thereto this 9th day of September, 2024	HAILUNEY HIS DECI SUBSISTING SY AND THE SURVEY HIS UP TO THE SURVEY HIS	Liberty Mutual Insurance Composition Casualty Insurance Composition Casualty Insurance Composition Com	any ompany pany
STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY			
On this 9th day of September, 2024, be The Ohio Casualty Company, and W contained by signing on behalf of the	efore me personally appeared Nathan J. Zangerle, who acknowledge est American Insurance Company, and that he, as such, being auth corporations by himself as a duly authorized officer.	MIZEU 30 to uo, exceute are let game.	
IN WITNESS WHEREOF, I have here	eunto subscribed my name and affixed my notarial seal at Plymouth	Meeting, Pennsylvania, on the day and y	ear first above written.
	Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member Pennsylvania Association of Notares	By: Teresa Pastella, Notary Public	la
Insurance Company, and West Amer	executed pursuant to and by authority of the following By-laws and A rican Insurance Company which resolutions are now in full force and	uthorizations of The Ohio Casualty Insur- effect reading as follows:	ance Company, Liberty Mutual
ARTICLE IV - OFFICERS: Se Any officer or other official of the President may prescribe, shall any and all undertakings, bond shall have full power to bind the instruments shall be as binding provisions of this article may be	ction 12. Power of Attorney.  the Corporation authorized for that purpose in writing by the Chairr appoint such attorneys-in-fact, as may be necessary to act in behalf ds, recognizances and other surety obligations. Such attorneys-in-fa e Corporation by their signature and execution of any such instrumer g as if signed by the President and attested to by the Secretary. Any e revoked at any time by the Board, the Chairman, the President or	nan or the President, and subject to suc of the Corporation to make, execute, seal act, subject to the limitations set forth in its and to attach thereto the seal of the C power or authority granted to any represi	their respective powers of attorney, orporation. When so executed, such entative or attorney-in-fact under the
Any officer of the Company aut shall appoint such attorneys-in bonds, recognizances and oth the Company by their signatur	Contracts: Section 5. Surety Bonds and Undertakings. thorized for that purpose in writing by the chairman or the president, a n-fact, as may be necessary to act in behalf of the Company to make the surety obligations. Such attorneys-in-fact, subject to the limitation are and execution of any such instruments and to attach thereto the sund attested by the secretary.	s set forth in their respective powers of a eal of the Company. When so executed	ttorney, shall have full power to bind such instruments shall be as binding
Certificate of Designation – The F attorneys-infact as may be necessar	President of the Company, acting pursuant to the Bylaws of the Co y to act on behalf of the Company to make, execute, seal, acknowled	igo and donvoi do oarot, arry	
of the Company, wherever appearing	sent of the Company's Board of Directors, the Company consents to ng upon a certified copy of any power of attorney issued by the Co effect as though manually affixed.	inputty in composition that the same	
do haraby cartify that this power of a	ned. Assistant Secretary, of Liberty Mutual Insurance Company, The attorney executed by said Companies is in full force and effect and h	as not been forenes.	2025
IN TESTIMONY WHEREOF, I have	hereunto set my hand and affixed the seals of said Companies this	27th_day ofJanuary	, 2020
	1912 CORPORATE TO STATE OF THE	By: Kenny chuly	nt Secretary

DOCUMENT 00 4500 Bidder Name. Johns	son Controls,	inc.
-------------------------------------	---------------	------

#### **CERTIFICATION REQUIREMENTS**

#### **Category B** (Public Address (PA) and Telephone Installations)

#### 1.01 GENERAL

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

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

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

#### 1.02 ETHICS POLICY

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

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

Former Board of Education N	Members, Employees, Consultants, Su	bcontractors:
N/A		

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

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

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
  - 1. Do you or others in your organization do the following: (please check all that apply)

	Attend or arrange meetings with OWNER officials in person or over the phone;
	Draft recommendations for OWNER officials to consider;
	Give gifts, meals, event tickets or other benefits to OWNER officials;
	Introduce or market your organization's products or services to OWNER officials;
	Provide advice or recommend a strategy to a client on OWNER matters;
	Seek support or opposition from a third party (e.g. the public) on OWNER matters;
	Send letters or write emails to OWNER officials in order to influence their decision-making; or
	Take any action to influence purchasing, contracting, policy, or other decisions under consideration by
	OWNER officials? (Outside of the service requirements of a contract or written agreement with
	OWNER and outside of a specific OWNER-issued bid process)
X	CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.

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

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

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

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

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

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 <a href="https://achieve.lausd.net/Page/14037">https://achieve.lausd.net/Page/14037</a> to access the OWNER's training materials and to register. Answers to various questions can be obtained either at the website referenced above or by calling the Ethics Office at 213-241-3330.

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

- Bidder should keep updated about the Lobbying Policy & Program by signing up on our mailing list.
   Bidder should visit https://achieve.lausd.net/Page/14037 for more information.
- Even if the bidder does not hit the registration trigger now, bidder should keep a mental track of their organization's spending in order to be ready to register when necessary.

 Bidder should review who is lobbying the OWNER by visiting our website and clicking on "Lobbying Disclosure."

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

#### 1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work (See Article 6.53, 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:

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 21st Floor Los Angeles, CA 90017 (213) 241-4665 C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

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

- 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).
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification and Asbestos and Lead Abatement Prequalification requirements at the time of bid. And that the bidder has safety pre-qualified all tiers of subcontractors (other than first-tier mechanical, electrical and plumbing subcontractors licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses ("MEP subcontractors") in accordance with OWNER safety prequalification requirements. 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.

# 1.06 PROJECT STABILIZATION AGREEMENT (PSA) - APPLIES TO ALL JOB ORDER CONTRACTS [Pursuant to Public Contract Code (PCC) 20919]

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 6.19.8 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.

	·			
		Category B (Public Address (I	PA) and Telephone In	stallations)
			Bidder Name: _	Johnson Controls, Inc.  Category B
1.07	DEBARMENT, SUSI	PENSION, INELIGIBILTY FOR	AWARD	gy
	A. By signing a	nd submitting this document, bidd	er certifies:	
		er nor any of its principals is pre- the award of contracts by any Fed		nded, proposed for debarment, or declared
	or a criminal government offers; or con statements, ta	offense in connection with obtai contract or subcontract; violation nmission of embezzlement, theft, f	ning, attempting to obta of Federal or state anti orgery, bribery, falsificate perty; and are not present	ered against them for: commission of fraudain, or performing a Federal, state or local trust statutes relating to the submission of ation or destruction of records, making false ntly indicted for, or otherwise criminally or ese offenses.
		"Have", a responsibility hearing to bid and perform OWNER proje		ard to determine the eligibility of bidder to
1.08	BIDDER CERTIFICA	ATION		
		re below binds bidder to all the abne State of California that the fore		der certifies under penalty of perjury under"
	Executed on	12/18/2024, at	Huntington Be	ach , California.
	Ву:	jhamoug Digitally signed by jhamoug DN: cn-jhamoug Reason: I have reviewed this docum Location: Date: 2024-12-18 16:38-08:00	Title: Area Ir	nstallation Manager
	Print Name:	Ghassan Hamoudeh	of Bidder Representativ	e
	-	n shall be signed by bidder or an	authorized represents	ntive of hidder
			-	
		S DOCUMENT <u>CANNOT</u> BE <i>A</i> TO SUBMIT THIS FORM SH <i>A</i>		
		END OF D	OCUMENT	

# Category B (Public Address (PA) and Telephone Installations)

#### DOCUMENT 00 4519

			1	DOCUMENT	JU 4317			
			NON-	COLLUSION	AFFIDAVIT			
1.01	GENERA	L						
	A.	The following affid	avit is required by So	ection 7106 of	the California Pub	lic Contract Cod	e.	
	В.	The Non-Collusion	Affidavit shall be ex	secuted by bidd	er and submitted v	vith bid.		
				•			eing deemed non-respons	ive.
State o	of California	ranare to sasmir th	is arriad vii, riired od	t and signed in	no entirety, snam	esant in the ora o	emg deemed non respons	
	y of		—— Gha	ıssan Hamı	oudeh , <sub>being</sub>	first duly sworn,	, deposes and says that he	or she
Area	ı İnstallatio	on Manager of	person signing bid)		n Controls, In		is the party maki	
or corp put in a a sham commute the bid propos bid prio to any	poration; the a false or shan bid, or anyounication, or of price, or of the contract; ce or any bread contract;	bid is genuine and r m bid, and has not d ne shall refrain from conference with any hat any other bidder that all statements c akdown thereof, or t partnership, compan	not collusive or sham irectly or indirectly of a bidding; that the bid one to fix the price of c, or to secure any ad ontained in the bid a the contents thereof,	i; the bidder hat colluded, consp dder has not in of the bidder or vantage agains re true; and, fur or divulged inf	is not directly or in oired, connived, or any manner, direct any other bidder, to the public body a rther, the bidder has cormation or data re	directly induced agreed with any tly or indirectly, or to fix any over warding the Con as not, directly or elative thereto, o	cany, association, organization or solicited any other bidder or anyone else to produce to produce the profit, or cost elementario of anyone interested indirectly, submitted his or paid, and will not pay, and thereof to effectuate a	der to out in ent of in the or her
Bidder	· Name	Johnso	on Controls, Inc	) <u>.</u>			Check One:	
		Name as it a	ppears on Contracto	r's State Licens	se		Sole Ownership	
IRS Er	mployers Ider	ntification Number:	39-0380010	)				·
Contractor's State License: 22445		l5	B, C-10		Partnership			
		Nun			ssification(s)		Corporation	_X
Name	of License Ho		on Controls, Inc	<u> </u>			Other	
	tion Date:							
Addres	ss P.O.	Box 3042				Phone (5	61) 341-7306	
City _	Boca Ra	ton	State FL Zip Co	ode 33431	_ Fax	() <u>N/A</u>	<u> </u>	
		w binds bidder to all and correct."  Ghassan Ha  Print Nan	moudeh	and bidder cert	iffies under penalty jhamoug	Digitally signed by jhamoug DN: cn=jhamoug Reason: I have reviewed this document Location: Date: 2024-12-18 16:39-08:00	the laws of the State of Ca  Area Installation Me and Title	
(Affide	avit shall be s		un authorized represe	entative of hidd	er. Do not type or			
	this	18 <sup>th</sup>	-	cember	20 24	ase rabber stain	۲۰۰	
Dated	uiis		day or			IED OP CU'	NCED)	
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			E	ND OF DOC	UMENT			
	ORDER CON TRICAL AN		CONTRACTING	SERVICES		NO	RELEASED 10/23, ON-COLLUSION AFFID	

RFQ/BID NO. R-25018

00 4519-1

#### DOCUMENT 00 7351

#### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

Category B (Public Address (PA) and Telephone Installations)

1.01 GENERAL Bidder Name: Johnson Controls, 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. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- 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)]. <a href="https://www.dir.ca.gov/">http://www.dir.ca.gov/</a>

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	(CITY, STATE)
N/A	N/A	N/A	N/A
			-

Johnson Controls in partnership with LAUSD is willing to contract with LAUSD approved & certified Subcontractors.

(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

JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-25018 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

#### **DOCUMENT 00 6113**

# PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter called the OWNER, and Johnson Controls, Inc. hereinafter called the CONTRACTOR, have entered into a Contract dated April 22, 2025 ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) - CATEGORY B - PUBLIC ADDRESS (PA) for AND TELEPHONE INSTALLATIONS CONTRACT No. 2530017 (R-25018) Contract One Million and 00/100 Dollars (\$1,000,000.00) Amount NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, Liberty Mutual 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 Maximum Contract Value. 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 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 3247 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 3181 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. 20 25 day of Signed and sealed this April **SURETY** CONTRACTOR/PRINCIPAL Liberty Mutual Insurance Company Johnson Controls, Inc. By Michelle Anne McMahon, Attorney-in-Fact Address 175 Berkeley Street, Boston, MA 02116 Telephone Number (617) 357-9500 Title Stacy-Ann Morrison, Attorney-in-Fact Bond Number\_015227442 The OWNER will obtain the following certification: CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE I hereby certify: 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. That there is on file in this office the financial statement of the surety for the period ending 2. showing capital and surplus not less than ten times the amount of the above Contract Value. Dean C. Logan, County Clerk By (THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED)

END OF DOCUMENT

JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFO/BID NO. R-25018 REVISED 01/05/2012 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

# NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut
County of Hartford ss.
On this the 22ndday of April , 2025 , before me, Alyx Nardini , the undersigned officer, personally appeared Stacy-Ann Morrison , who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact , being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by
himself/herself as Attorney-in-Fact
In witness whereof I hereunto set my hand.  Signature of Notary Public Date Commission Expires: August 31, 2029  Alyx Nardini  Printed Name of Notary  ALYX NARDINI  NOTARY PUBLIC - #192451  STATE OF CONNECTICUT  STATE OF

## NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the 22nd day of April , 20 25, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.

Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey
Printed Name of Notary

STEPHANIE HARVEY NOTARY PUBLIC - CT 185862 My Commission Expires Mar. 31, 2027



#### **DELEGATION OF AUTHORITY**

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on June 1 of 2023, hereby authorizes:

Stacy-Ann Morrison
Surety Client Services Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this day of April 2025.

Craig A. Bartol

**Executive Director Risk Management** 



#### POWER OF ATTORNEY

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

Certificate No: 8213384-985949

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chad Warren Johnson; Connor Wolpert; Danielle M. Bechard; Doritza Mojica; Gentry Stewart; Jennifer Godere; Jonathan Gleason; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Miller; Richard Hackner; Robyn Salley; Sarah Murtha

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March 2025

INSU





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

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance March Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



mmonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2029

Commission number 1126044 Pennsylvania Association of Notaries

By: Juresa Pastella Teresa Pastella, Notary Public

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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@ibertymutual.com. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority,

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April







Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Premium: \$2,500.00

00 6114-1

## **DOCUMENT 00 6114**

#### PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
Hereinafter called OWNER, and _Johnson Controls, Inc.
hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,
denominated as number R-25018 / 2530017,
described as <u>*</u> _at LAUSD
and is in the Maximum Contract Value of \$1,000,000.00
NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Liberty Mutual Insurance Company. as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of One Million and 00/100 Dollars. Dollars (\$\$1,000,000.00), 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 Maximum Contract Value; 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:
JOB ORDER CONTRACT  REVISED 01/05/2012  FLECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES  REVISED 01/05/2012  PERFORMANCE BOND

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES

RFQ/BID NO. R-25018

- (i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or
- (ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

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

- 3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.
- 4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.
- 5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.
- 6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value 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 Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.
- 8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.
- 9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.
  - 10. In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees

Date\_ By\_

shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion. Where they are used herein, the following terms that are specially defined in the Contract shall 11. have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Value, Contract Time, Day, Punch List, and Substantial Completion. Signed and sealed this 22nd day of April 20 CONTRACTOR/PRINCIPAL Johnson Controls, Inc. Title Stacy-Ann Morrison, Attorney-in-Fact Surety Name Liberty Mutual Insurance Company Attorney-in-Fact: Michelle Anne McMahon Address of Surety 175 Berkeley Street Address 10 State House Square, Floor 11 Boston, MA 02116 Hartford, CT 06103 Telephone Number (617) 357-9500 Bond Number 015227442 Telephone Number (860) 309-3445 The OWNER will obtain the following certification: CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE I hereby certify: 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. 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 Value. Dean C. Logan, County Clerk

#

Deputy

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

# NOTARY ACKNOWLEDGMENT OF PRINCIPAL:

State of Connecticut	
County of Hartford ss.	
	nn Morrison, who in-Fact of ooration, and that s/he as such
	orized so to do executed the foregoing
instrument for the purposes therein contained, by	signing the name of the corporation by
himself/herself as Attorney-in-Fact  In witness whereof I hereunto set my hand.	
Signature of Notary Public	ALYX NARDINI NOTARY PUBLIC - #192451 STATE OF CONNECTICUT MY COMMISSION EXPIRES AUG. 31, 2029
Date Commission Expires: August 31, 2029	
Alyx Nardini	
Printed Name of Notary	

# NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut
County of <u>Hartford</u> ss.
On this the 22nd day of April , 20 25, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon , known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company , and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.
In witness whereof I hereunto set my hand.

Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey
Printed Name of Notary

STEPHANIE HARVEY NOTARY PUBLIC - CT 185862 My Commission Expires Mar. 31, 2027



#### **DELEGATION OF AUTHORITY**

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on June 1 of 2023, hereby authorizes:

Stacy-Ann Morrison
Surety Client Services Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this 22rd day of April 2025.

Craig A. Bartol

**Executive Director Risk Management** 



#### POWER OF ATTORNEY

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company Certificate No: 8213384-985949

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chad Warren Johnson; Connor Wolpert; Danielle M. Bechard; Doritza Mojica; Gentry Stewart; Jennifer Godere; Jonathan Gleason; Joshua Sanford; Kathryn Pryor; Kyle Williams;

all of the city of	Hartford	state of	CT	each individually if there be more than one named, its true and lawful attorney-in-fact to make,
execute, seal, acknow	ledge and deliver, for ar	nd on its behalf as sure	ety and as its act	and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance
of these presents and	I shall be as binding up	on the Companies as	if they have bee	en duly signed by the president and attested by the secretary of the Companies in their own proper
persons.				
IN WITNESS WHERE	OF, this Power of Attorn	ney has been subscrib	ed by an authori	ized officer or official of the Companies and the corporate seals of the Companies have been affixed

1912 S

March





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

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA SS County of MONTGOMERY

thereto this 18th day of

On this 18th day of March 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casually Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Michelle Anne McMahon; Nicholas Miller; Richard Hackner; Robyn Salley; Sarah Murtha

2025

INSI

Commonwealth of Pennsylvania - Nolary Seal Teresa Pastella, Nolary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044

By: Teresa Pastella Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April , 2025







By: Renee C. Llewellyn, Assistant Secretary

LMS-12673 LMIC OCIC WAIC Muki Co 02/24

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@ibertymutual.com.



Telephone: +1 816 552-7295

Website: wtwco.com

E-mail: Wendy.lewis@wtwco.com

April 22, 2025

JOB ORDER CONTRACTING UNIT ATTN: XOCHITL VARGAS 333 S. Beaudry Avenue, 28th Floor, 28-136-5 Los Angeles, CA 90017

Re:

Type of Bond: Performance & Payment

**Bond Number: 015227442** 

Obligee: Los Angeles Unified School District Board of Education

Description: Job Order Contract for Electrical and Low Voltage Contracting

Services Contract No. 2530017(R-25018) for Category B

**Bond Amount: \$1,000,000.00** 

We are pleased to enclose the Performance & Payment bonds for the captioned contract. The bond issued was based upon the information provided by Johnson Controls. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required.

Thank you and please call me should you have any questions.

Sincerely,

#### **Wendy Lewis**

Willis Towers Watson Northeast, Inc. 10 State House Square, Floor 11 Hartford, CT 06103 Wendy.lewis@wtwco.com 1 816 552-7295

**Enclosures** 



2815 Forbs Avenue, Suite 102 Hoffman Estates, IL 60192 Phone: 847-396-7131

Fax: 866-548-6573

December 20, 2024

LOS ANGELES UNIFIED SCHOOL DISTRICT Procurement Services Division – Job Order Contracting Unit 333 S. Beaudry Avenue, 28<sup>th</sup> Floor Los Angeles, CA 90017

RE: Johnson Controls, Inc. - Letter of Bonding Ability

To Whom It May Concern:

As surety, LIBERTY MUTUAL INSURANCE COMPANY has been the surety company for JOHNSON CONTROLS, INC., 5757 North Green Bay Avenue, Milwaukee, WI 53209 for over 25 years and as such has provided a single bond limit in excess of \$200,000,000 and in the aggregate has a program over \$600,000,000. Current available capacity is approximately \$350,000,000.

We would favorably consider requests from Johnson Controls, Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bonds forms and confirmation of satisfactory financing as well as a favorable review of current underwriting information at the time bonds are requested.

JOHNSON CONTROLS, INC. is a valued customer of LIBERTY MUTUAL INSURANCE COMPANY and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or final bonds on a project is a matter between JOHNSON CONTROLS, INC. and LIBERTY MUTUAL INSURANCE COMPANY and we assume no liability to third parties if we do not execute said bond(s).

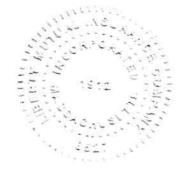
Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

Laurie Pflug, Attorney-in-Fact

Liberty Mutual Insurance Company - Class XV - A

**Member of Liberty Mutual Group** 



## **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.

attached, and not the truthfuln validity of that document.	ess, accuracy, o	r
State of Xalikornia X Arkansas County of Pulaski	)	
On <u>December 20, 2024</u>	before me, _	Holly Clevenger (insert name and title of the officer)
personally appeared	Laurie Pflug	
subscribed to the within instrum his/her/their authorized capacity	ent and acknowled (ies), and that by	idence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PE paragraph is true and correct.	RJURY under th	ne laws of the State of California that the foregoing
WITNESS my hand and official	seal.	7-17-2027 . No. 12701553: ★
Signature Signature	Inenger	(Seal) PULASKI COUNTY



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

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

Certificate No: 8210643-022018

## POWER OF ATTORNEY

	KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that	
	Daphne Massey; Deborah English; Holly Clevenger; Jack M. Crowley; Jaquanda Martin-King; Laurie Pflug; Luke J. Nolan, Jr.; Sean Heidrick	
	all of the city of <u>Dallas</u> state of <u>TX</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August , 2023 .  Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company Wast American Insurance Company Wast American Insurance Company The Ohio Casualty Insurance Company Wast American Insurance Com	uiries, al.com.
200000000000000000000000000000000000000	On this 22nd day of August , 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.  Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044  Member, Pennsylvania Association of Notaries  By: Teresa Pastella, Notary Public Teresa Pastella, Notary Public	nd/or Power of Attorney (POA) verification inquiries, 610-832-8240 or email HOSUR@libertymutual.com.
	This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	er of A 8240 o
in the factor in	undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if	For bond a please call
	signed by the president and attested by the secretary.  Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	
	Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.	
	I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.	
	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December 2024.  INSURATION SURPORTION 1919  1912  1919  By:  Renee C. Llewellyn, Assistant Secretary	

## **VERIFICATION OF PAYMENT AND PERFORMANCE BONDS**



	Bond not verified
x	Rond verified

Contractor Name: JOHNSON CONTROLS, INC.

RFQ# / CONTRACT NO./ARIBA NO.: R-25018 / 2530017 / C9386

**BOND NO.:** 015227442 VENDOR NO.: 0232

Date	Name of Surety Co.	Date Bond	Claims Address	Phone No.
Called	-	Issued		
			10 State House Square	
			Floor 11	860-278-1320
04/22/2025	Liberty Mutual Insurance Company	04/22/2025	Hartford, CT 06103	
			Bond Verified by:	Stacy-Ann
				Morrison

**VERIFIED BY:** 

Xochitl Vargas Contract Administration Analyst



## LETTER OF ASSENT

Date: 04/15/2025

Johnson Controls, Inc. 7711 Center Ave., Suite 650 Huntington Beach, CA. 92647

**To:** Project Labor Coordinator

c/o The Los Angeles Unified School District

333 S. Beaudry Avenue Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School

Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

## To whom this may concern:

This is to confirm that Johnson Controls, Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 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 RFQ/Contract No./Ariba No.: R-25018 / 2530017, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Johnson Controls, Inc.

By: \_

Richard C. Slack

Name: Title:

Metro General Manager

Contractors State License No.: 22445

Project: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) -

CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS

From: Harshada Dalvi From Willis Towers Watson via Wrap Portal

To: lausd.ocip@wtwco.com; Vargas, Xochitl; irene tagumasi

Subject: Welcome Letter - Contract#: R-25018-2530017 X X X X X On LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900

0199227 - #C424004

Date: Friday, April 18, 2025 4:34:04 PM
Attachments: Enrollment COL.pdf
SampleCOIEnrolledParties.pdf

**CAUTION: EXTERNAL EMAIL** 

Attn: Irene Tagumasi

Johnson Controls, Inc.

7711 Center Avenue, Suite 650 Huntington Beach, CA 92647 Work Location: - MSTR | Master

Re: OCIP V Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: R-25018-2530017 X X X X

X

WC Policy Number: 900 0199227
Enrollment Effective Date: 04/18/2025

Dear Irene,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number R-25018-2530017 X X X X X. 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 - MSTR | Master project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<a href="https://achieve.lausd.net//site/default.aspx?PageID=1008">https://achieve.lausd.net//site/default.aspx?PageID=1008</a>) or via the WTW ComPAS website.
- · 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 Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- A Claims Kit will be posted online in the WTW COMPAS 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.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (<a href="https://cp.wtwcompas.com">https://cp.wtwcompas.com</a>)

Sincerely,

Irene Montes
Willis Towers Watson
333 Bush Street
Suite 400
San Francisco, CA 94104
Email:lausd.ocip@willistowerswatson.com
Ph:(415) 244-9858

Enclosures: Certificate of Insurance Sample Enrolled Parties Certificate **ACORD**®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2025

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		CONTACT NAME: Irene Montes
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (A/C, No, Ext): (415) 955-0239
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com
		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: Starr Indemnity & Liability 38318
Johnson Controls, Inc. 7711 Center Avenue, Suite 650	INSURER B: Starr Specialty Insurance Company 16109	
	INSURER C: Starr Indemnity & Liability Company	
	Huntington Beach, CA 92647	INSURER D: Endurance Risk Solutions Assurance Company
		INSURER E: ACE Property & Casualty Insurance Co.
		INSURER F: Ascot Specialty Insurance Company

#### COVERAGES CERTIFICATE NUMBER: LAUSDV - 00006832

#### 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.

			POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
No.						EACH OCCURRENCE	\$	2,000,000
JR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	(
K 50 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		THE HER MAN TO SEE	MED EXP (Any one person)	\$	(			
	Y	Y	1000026031231	4/18/2025	5/1/2028	PERSONAL & ADV INJURY	\$	2,000,000
						GENERAL AGGREGATE	\$	4,000,000
.00						PRODUCTS - COMP/ OP AGG	\$	4,000,000
10		50 50				O HOTABOOD A A MATERIA DIRECTOR AND A MATERIA SON	\$	
						COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	\$	
ILED						BODILY INJURY (Per accident)	\$	
NED NLY					9	PROPERTY DAMAGE (Per accident)	\$	
					1		\$	
						EACH OCCURRENCE	\$	10,000,000
MADE			1000588359231	4/18/2025	5/1/2028	AGGREGATE	\$	10,000,000
30		20 5				Prod-Comp/Ops	80	
						X PER STATUTE OTHER	*	
Y/N	Y	Y	900 0199227	4/18/2025	5/1/2025	E L. ENGUNACCIDENT	S	1,000,000
							\$	1,000,000
						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
_				1 1 3000133221	1 1 300 0133221 4:10:2023	1 1 500 0153221 4110/2023 3/11/2023	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE   S

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

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number R-25018-2530017 X X X X X. The coverage is effective from the start date of the contract, 4/18/2025, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master

CERTIFICATE HOLDER

CANCELLATION

Los Angeles Unified School District 333 S Beaudry Ave 28th Floor Los Angeles, CA 90017 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

44 Montes

## DESCRIPTIONS(Continued from Page 1)

## LAUSD OCIP V-OCIP V - JOC Contracts

Insurer	Policy #	Eff.Date	Exp.Date	Limits
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	4/18/2025	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	4/18/2025	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	4/18/2025	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	4/18/2025	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	4/18/2025	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
l: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	4/18/2025	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	4/18/2025	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

## OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company - 31135

Н

Shepherd Specialty Insurance Services, Inc. -Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE

COMPANY -

J



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/18/2025

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 fieu of such endorsement(s).					
PRODUCER MARSH USA LLC.		CONTACT NAME:	Marsh   U.S. Operations		
155 N. WACKER, SUITE 1200		PHONE (A/C, No, Ext):	(866) 966-4664	FAX (A/C, No):	
Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com		E-MAIL ADDRESS:	JCI.certrequest@marsh.com		
Attit. 301.0ertrequest@marsir.com			INSURER(S) AFFORDING COVERAGE		NAIC#
CN1012305965-24-25*		INSURER A: Ok	d Republic Insurance Company		24147
INSURED Johnson Controls US Holdings, Inc.		INSURER B:			
Johnson Controls, Inc.		INSURER C:			
Johnson Controls Fire Protection LP Johnson Controls Security Solutions		INSURER D :			
5757 North Green Bay Avenue	LLO (See allactied Acold 101)	INSURER E :			
Milwaukee, WI 53209		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	CHI-01092424	40-10 <b>REVISION NU</b>	MBER: 7	

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. POLICY EXP ADDL SUBR POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY Α Χ MWZY 313947-24 10/01/2024 10/01/2025 5.000.000 **EACH OCCURRENCE** \$ DAMAGE TO RENTED CLAIMS-MADE | X | OCCUR 5,000,000 \$ PREMISES (Ea occurrence) 50.000 Contractual Liability MED EXP (Any one person) \$ 5,000,000 XCU Included PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: 20,000,000 GENERAL AGGREGATE \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG INC IN GEN AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) Α **AUTOMOBILE LIABILITY** MWTB 313946-24 (Excludes New Hamp) 10/01/2024 10/01/2025 \$ 5,000,000 Α MWTB 313949-24 (Primary NH \$250k) 10/01/2024 10/01/2025 ANY AUTO BODILY INJURY (Per person) \$ Χ OWNED AUTOS ONLY HIRED SCHEDULED 10/01/2024 10/01/2025 MWZX 313950-24 (Excess NH \$4.75mm) BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE Excess NH Auto is Follow Form \$ AUTOS ONLY AUTOS ONLY (Per accident) to Primary NH Auto \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ WORKERS COMPENSATION MWC 313943-24 (AOS - see page 2) 10/01/2024 10/01/2025 X | STATUTE AND EMPLOYERS' LIABILITY Y/N MWXS 313944-24 (OH & WA) 10/01/2024 10/01/2025 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 1 000 000 E.L. EACH ACCIDENT \$ Ν N/A 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

RE: Contract R-25018 (2530017 - Category B)

See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The General Liability, Worker's Compensation and Employer's Liability insurances apply only off-site.

CENTIFICATE HOLDEN	CANCELLATION
Los Angeles Unified School District	SHOULD ANY OF TH

Procurement Division Attn: Xochitl Vargas 333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

CERTIFICATE HOLDER

HOULD 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 of Marsh USA LLC

CANCELLATION

Chad Manuella

**AGENCY CUSTOMER ID: CN101230596** 

LOC #: Milwaukee



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED		
MARSH USA LLC.		Johnson Controls US Holdings, Inc.		
		Johnson Controls, Inc.		
POLICY NUMBER		Johnson Controls Fire Protection LP		
		Johnson Controls Security Solutions LLC (See attached Acord 101)		
		5757 North Green Bay Avenue		
CARRIER	NAIC CODE	Milwaukee, WI 53209		
		EFFECTIVE DATE:		

#### **ADDITIONAL REMARKS**

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

#### WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

#### PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

#### ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

#### ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

#### ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

#### LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

American Chiller Mechanical Service LLC; ArkLaTex Mechanical Services; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; JC Residential and Light Commercial LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US H	loldings, Inc.	New	Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insur	ance Company	·	•

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

### Location(s) Of Covered Operations:

As required by contract.

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

- Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) A. shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

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

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

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

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

GL 289 001 1012

## IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED **OPERATIONS - ENDORSEMENT A2A**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

### Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

## Location And Description Of Completed Operations:

As required by contract.

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

Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012

#### Los Angeles Unified School District

#### PROCUREMENT SERVICES DIVISION

333 South Beaudry Avenue, 28<sup>th</sup> Floor, Los Angeles, CA 90017 Telephone (213) 241-3087 ◆ Fax (213) 241-2853

ALBERTO M. CARVALHO

Superintendent

**KARLA ESTRADA** 

**Deputy Superintendent of Instruction** 

**PEDRO SALCIDO** 

**Deputy Superintendent of Business Services & Operations** 

April 11, 2025



**CHRISTOPHER D. MOUNT-BENITES** 

Chief Financial Officer

SUNG YON LEE

Deputy Chief Business Officer

MATTHEW A. FRIEDMAN

Interim Chief Procurement Officer

SENT VIA EMAIL: <a href="mailto:ghassan.hamoudeh@jci.com">ghassan.hamoudeh@jci.com</a>
<a href="mailto:john.t.kalinin@jci.com">john.t.kalinin@jci.com</a>

JOHNSON CONTROLS, INC

7711 Center Avenue, Suite 650 Huntington Beach, CA 92647

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ/Contract No./Ariba No.: <u>R-25018 / 2530017</u>

Contract Type: <u>JOB ORDER CONTRACT</u>

Contract Description: <u>ELECTRICAL AND LOW VOLTAGE CONTRACTING</u>

**SERVICES (PSA)** 

CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE

**INSTALLATIONS** 

Contract Amount: \$1,000,000 (BID ADJUSTMENT FACTOR 1.3500)

Contract Duration: 365 Calendar Days

This is your notice that you were determined to be one of the qualified and prequalified bidders for the above-referenced project. It is the District's intent to award the contract if you comply with all further requirements. This notice IS NOT AN AWARD OF THE CONTRACT.

Within **five (5)** business days of this notice, by <u>April 18, 2025</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>xochitl.vargas@lausd.net</u> and hard copies (including the original bidding documents submitted via Ariba) delivered via courier of your choice to 333 S. Beaudry Avenue, 28<sup>th</sup> Floor, 28-136-5, ATTN: XOCHITL VARGAS, the documents indicated below:

PLEASE EXECUTE AND RETURN ALL DOCUMENTS RECEIVED. FAILURE TO DO SO WILL RESULT IN THE FORFEITURE OF YOUR BID BOND.

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

X 1. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.

Please inform your insurance broker to ensure the contract numbers appear on the Bonds as follows:

Contract No. 2530017 (R-25018)

- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
- X Automobile Liability (Owned, hired, and non-owned)
- X Commercial General Liability
- X Pollution Liability (includes Asbestos/Lead Abatement) endorsement
- X Workers' Compensation

# X 3. ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED CONTRACTORS):

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Willis Towers Watson Insurance Services West, Inc. at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.
- Note: All enrollments are to be completed on-line. Access will be granted once Willis Towers Watson has been notified of your awarded contract.
- You are responsible for reviewing the most current LAUSD OCIP Insurance Manual, which is available through the LAUSD Risk Management website (https://achieve.lausd.net/Page/1008) or WTW website https://cp.wtwcompas.com.
  - enrollment packet will be sent to you by Willis Towers Watson. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
  - o Requirements of an EXCLUDED CONTRACTOR: As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at Willis Towers Watson Insurance Services West, Inc to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

# PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- Required from All contractors: An original Certificate of Liability Insurance, executed by an authorized insurer. Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 5.5.4.
- Coverages should include:
  - o General Liability, including bodily injury and property damage
  - o Automobile Liability (Owned, hired, and non-owned)
  - Workers' Compensation & Employer's Liability Insurance
  - o Contractor's Pollution Liability (CPL) Excluded Contractors
- Enrolled Contractors must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for Off-Site activities and Automotive Liability Insurance for both On-Site and Off-Site activities as specified in the contract.

- Send the Certificate of Insurance to Procurement (Contract Administrator) with a Cc to WTW Insurance Services at LAUSD.OCIP@willistowerswatson.com and j.chaidezzaragoz@lausd.net.
- Excluded Contractors must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities including both On-Site and Off-Site activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Willis Tower Watson, upload it into WTW COMPAS, emailed to the following: LAUSD.OCIP@willistowerswatson.com and j.chaidezzaragoz@lausd.net.
- A signed Letter of Assent (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent must be executed and submitted by the prime contractor and all listed subcontractors to both Job Order Contracting (JOC) Unit and Labor Compliance Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. Job Order Contracting Unit will NOT award any contract until ALL Letter(s) of Assent for the Prime Contractor and the listed subcontractors have been received. See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on	04/18/2025	, at	Los Angeles	, California
-	Date		City	
ZM.				
Signature of	Authorized Officer			
Richard C.	Slack	N	letro General Manager	
Print Name			Title	

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding this notice, please send email to xochitl.vargas@lausd.net.

Sincerely,

Nochitl Vargas

Contract Administration Analyst

c: WTW Insurance Services Inspection Section File

# United States Environmental Protection Agency This is to certify that



Johnson Controls Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires February 01, 2029

NAT-92291-2

Certification #

January 18, 2024

Issued On



Marc Edmonds, Chief

Risk Assessment Management Branch 2.



eCPR Public Search Public Works Support Contractors Projects Register Log in

Home > Customer Account Lookup > JOHNSON CONTROLS, INC

JOHNSON CONTROLS, INC		
Customer Account Lookup		
Name	Customer Account	
JOHNSON CONTROLS, INC	JOHNSON CONTROLS, INC	
	Туре	
	Contractor	
Website	Address 1	
(empty)	5757 Green Bay Ave	
Email	Address_2	
BOBBI.J.SHADOWENS@JCI.COM	_	
	City	
	milwaukee	
	State	
	wi	
	Zip	
	53240	
Contractor Status		
DIR Approved		
CSLB		
22445		
Legal Name		
JOHNSON CONTROLS, INC		
Business Structure		
None		
Business Phone		
5593521150		
Registration Number		
President		
George Oliver		
PWCR		
1000000593		
Registration Start Date		
2024-07-01		
Registration End Date		
2027-06-30		
Doing Business As (DBA)		
JOHNSON CONTROLS, INC		
Crafts		
Plumber		
Legacy Registration Date		
2019-07-01		
Legacy Registration Expiration		
2023-06-30		

# Current Dun & Bradstreet Reports on File

The contractors listed on this report have had a Dun & Bradstreet report pulled within the past year.

A D&B report is required for any contract of \$500,000 or more. The report must be not more than a year old.

FIRM-NAME	Vendor Number	License Number	Report Date
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	01/13/25
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/17/24
BEST CONTRACTING SERVICES INC.	1462	456263	11/21/24
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	05/07/24
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL INC	11535	989029	06/12/24
CHARLES PANKOW BUILDERS LTD		688972	09/17/24
CONVERGEONE INC	822797	861504	06/17/24
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/30/24
EAGLE CONTRACTING INC	111243	970089	05/17/24
EBERHARD A TECTA AMERICA COMPANY LLC	822824	1114949	09/16/24
EMPIRE CONSTRUCTION SERVICES INC	822886	1077736	10/04/24
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	02/10/25
FREDRICK TOWERS INC	2915	572986	01/21/25
GERONIMO CONCRETE INC	8539	770018	10/17/24
GLOBAL MODULAR INC	12052	837357	04/18/25
H Z S ENGINEERING INC dba H Z S CONSTRUCTION	822139	1039476	12/09/24
IAN THOMAS GROUP	10229	924537	05/07/24
JOHNSON CONTROLS INC	0232	22445	04/18/25
KARCHER ENVIRONMENTAL INC	0246	481416	04/25/24
KEMP BROS CONSTRUCTION INC	4559	149816	04/12/25
MASTERS CONTRACTING CORPORATION	0282	466409	10/04/24
MIK CONSTRUCTION INC	12051	921766	02/04/25
MILLER ENVIRONMENTAL INC	7959	772797	05/17/24
MJ CONSTRUCTION DEVELOPMENT INC	11939	989007	09/12/24
NSA CONSTRUCTION GROUP INC	4983	714457	05/09/24
NTT DATA AMERICAS INC	822837	1086760	07/17/24
PARADISE CONSTRUCTION AND CONTRACT MANAGEMENT, INC	9459	869786	07/15/24
PARS ARVIN CONSTRUCTION INC	7511	804404	01/21/25
PIANA CONSTRUCTION & PAINTING INC	103566	731555	10/07/24
PINNER CONSTRUCTION CO INC	0491	166010	08/15/24
PRIME AXIS GENERAL BUILDER INC dba AXIS BUILDER	7814	802996	01/21/25

## **Current Due Diligence Checks on File**

The contractors listed on this report have had a Due Diligence Check performed on them within the previous two (2) years. A Due Diligence Check is required for any contract of \$1,000,000 or more. The check must not be more than 2 years old.

FIRM NAME	VENDOR NUMBER	LICENSE NUMBER	Due Diligence Data Sent	Due Diligence Received
ADVANCED CABLE SOLUTIONS INC	11389	930210	04/05/24	04/16/24
ALTERNATE POWER & CONSTRUCTION INC	11508	958181	07/22/24	08/23/24
AMERESCO INC	822631	817191	12/19/23	01/10/24
AP CONSTRUCTION GROUP INC DBA AIR PLUS	4827	573122	03/25/24	04/03/24
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/21/23	08/03/23
BEST CONTRACTING SERVICES INC.	1462	456263	11/21/24	12/11/24
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	04/27/23	05/16/23
BIRDI SYSTEMS INC	805310	980383	04/10/24	04/23/24
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	02/06/24	03/14/24
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICA	11535	989029	04/01/24	04/08/24
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/19/23	01/10/24
CHARLES PANKOW BUILDERS LTD	10696	688972	10/01/24	10/17/24
CONVERGEONE INC	822797	861504	07/26/24	08/26/24
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/24/23	05/11/23
EBERHARD	1807	329087	07/12/23	07/20/23
EBERHARD A TECTA AMERICA COMPANY LLC	822824	1114949	07/12/23	07/20/23
EMPIRE CONSTRUCTION SERVICES INC	822886	1077736	10/04/24	10/25/24
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEM	2313	541227	07/22/24	08/14/24
FREDRICK TOWERS INC	2915	572986	03/25/24	04/18/24
GERONIMO CONCRETE INC	8539	770018	10/17/24	10/28/24
H Z S ENGINEERING INC dba H Z S CONSTRUCTION	822139	1039476	12/09/24	12/16/24
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	09/25/24	10/16/24
IAN THOMAS GROUP	10229	924537	01/28/25	02/04/25
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	04/24/23	05/08/23
JOHNSON CONTROLS INC	0232	22445	05/01/24	05/29/24
KEMP BROS CONSTRUCTION INC	4559	149816	03/13/24	03/22/24
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/27/23	12/12/23
MASTERS CONTRACTING CORPORATION	0282	466409	07/30/24	08/14/24
MIK CONSTRUCTION INC	12051	921766	04/09/24	04/18/24
MJ CONSTRUCTION DEVELOPMENT INC	11939	989007	09/26/24	10/07/24
NSA CONSTRUCTION GROUP INC	4983	714457	11/20/23	11/29/23
NTT DATA AMERICAS INC	822837	1086760	08/08/24	08/26/24
PACIFIC SINGLE PLY ROOFING INC	10338	777968	10/11/23	10/19/23