Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO Superintendent

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

JUDITH REECE Chief Procurement Officer

May 31, 2023 Email: <u>asghar@telenetvoip.com</u>

ALTERNATE POWER & CONSTRUCTION, INC. DBA DANIAL'S ELECTRIC

17941 Ventura Blvd., #210 Encino, CA 91316

NOTICE OF AWARD

RFQ / Contract No: R-23017 / 2330013

SAP Contract No.: <u>4400011666</u>

Project: JOB ORDER CONTRACTING

Project Description: <u>ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)</u>

CATEGORY A - CLOSED CIRCUIT TELEVISION (CCTV) AND

INTRUSION ALARM SYSTEMS INSTALLATIONS

Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.3000)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on May 31, 2023 hereby defined as the EFFECTIVE DATE OF THE CONTRACT.

Upon notification from the Reprographic Archive Unit, the contract documents (sealed set of specifications and Construction Task Catalog (CTC)) will be ready for pickup from LAUSD Headquarters. Once you receive a call from the Reprographics Unit, you must pick them up promptly.

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 <u>xochitl.vargas@lausd.net</u> or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas

Contract Adminstration Analyst

Xochitl Vargas

J. ReeceC. Pettus, PrequalB. Rios, A/PB. WhiteWTW (OCIP)J. GomezK. KennedyR. Lim, FPPSF. Karimi

A. Tiongco E. Tran, PSA

INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District

TO: Beverly White DATE: May 31, 2023

Contract Administration Manager

FROM: Gayane Stepanyan,

Assistant Contract Administration Manager

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2330013

The following Contract is recommended for award.

PROJECT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-23017

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

GSA

Category a – Closed Circuit Television (CCTV) and Intrusion Alarms

Systems Installations.

The contract amount is \$25,000.00 - \$500,000.00. The contract period is 365 calendar days. ALTERNATE POWER & CONSTRUCTION, INC. DBA DANIAL'S ELECTRIC CO. is one of the successful bidders.

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

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

		ACCOUNTING LINES		
SCHOOL NAME AND PROJECT NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2330013 RFQ / Bid NO. R-23017	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

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

Recommendation to Award prepared by:

Xocluitl Vargas

5/31/2023

Xochitl Vargas, Contract Administrator

(Signature/date)

Beverly White

Recommendation to Award Contract No. 2330013

Information Technology Services (ITS)

JOC – Electrical and Low Voltage Contracting Services

Category a – CLOSED CIRCUIT TELEVISION (CCTV) AND

INTRUSTION ALARMS SYSTEMS INSTALLATIONS.

ALTERNATE POWER & CONSTRUCTION, INC. DBA

DANIAL'S ELECTRIC CO. (11508)

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

	04/07/0000 0
	01/27/2023 &
DATE RFQ WAS ADVERTISED	02/03/2023
DATE OF LAST DUE DILIGENCE	N/A
DATE OF D&B	12/22/2022
DATE OF BUB	TEILEILOLL
OCID ENDOLLMENT DATE	05/20/2022
OCIP ENROLLMENT DATE	05/30/2023
CONTRACTOR PRE-QUALIFIED AT	
RFQ/BID DUE DATE	YES
PREQUALIFICATION	
EFFECTIVE DATE	06/06/2022
PREQUALIFICATION EXPIRATION	
DATE	06/06/2023
AMOUNT OF PREQUAL	\$5,000,000
AMOUNT OF TREGORE	Ψ5,000,000
BID RELEASE DATE	03/16/2023
BID SUBMITTAL DATE	03/23/2023
DOLLAR VALUE OF AWARD	\$500,000
	+223,000
TOTAL NUMBER OF BIDDERS	3

PUBLICATIONS USED TO ADVERTISE RFQ

Los Angeles Daily Journal	
01/27/2023 and 02/03/2023	
e-Bidboard	
01/27/2023 and 02/03/2023	
One (1) Trade Publication for Advert	isement via
dodge.docs@construction.com 01/2	7/2023
	_
DUE DILIGENCE INDICAT	rors
CONTRACTOR PERFORMANCE	70.0
SCORE	79.0
EMR	1.00

ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-23017.

ALTERNATE POWER & CONSTRUCTION, INC. DBA DANIAL'S ELECTRICAL CO. is the qualified and prequalified bidder and is being awarded JOC Master Contract 2330013.

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

Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:

Xochitl Vargas, Contract Administrator Signature Date

Approved by: Chief Procurement Officer or Designee Signature

5/31/2023

 Approved by: Chief Procurement Officer or Designee
 Signature
 Date

<u>Delegated Authority:</u> Up to \$500,000, Beverly White's signature is required; Over \$500,000 and up to \$1,000,000, Christy Guzman signature required, and over \$1,000,000 and up to \$15,000,000, Jorge Ballardo signature is required.

DocuSigned by:

c: RCD OAR

GSA

File

DOCUMENT 00 4100

Bidder Name:

Alternate Power & Construction, Inc. dba Danial's Electric

BID AND ACCEPTANCE FORM

Category a (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

1.01 BID SUBMISSION INSTRUCTIONS

A. Submit this form along with the Required Bid Forms as outlined on Section 00 2113 and Section 00 4113, "sealed" in an envelope showing (1) Bidder's State Contractor License Name, (2) the RFQ Number, (3) Description of the Work [i.e. Job Order Contract – Electrical and Low Voltage Contracting Services] and (4) the Bid Opening Date and Time; and deposit the sealed bid at the location below. E-mail submittals will be accepted in addition to hard copy being delivered to the address below by the bid due date.

Los Angeles Unified School District (LAUSD/District)
Procurement Services Division - Job Order Contracting (JOC) Unit
333 South Beaudry Avenue, 28th Floor
Cubicle No. 28-136-5
Los Angeles, CA 90017 (DEPOSIT BIDS IN THE DROP BOX AT LAUSD HEADQUARTERS)

- 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, March 23, 2023
- 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-23017 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Nu

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[®] (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 Period</u> (12 months from Notice of Contract award or expenditure of the \$500,000 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 Cost of Non Pre-Priced Task

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.
- 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 x 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.
- 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 6.38 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.

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.

Article 7 - Vendor COVID-19 Vaccination Requirement

Effective November 15, 2021, all vendors who may visit any District school site or facility and/or who may come into contact with District students or staff must be fully vaccinated against COVID-19. For purposes of this requirement, the term "vendors" refers to employees/hired staff, agents, contractors, partners, subcontractors, and representatives of the District's vendors and contractors. Prior to providing any such services on or after November 15, 2021, Contractor must certify compliance in the Supplier Portal at https://vendors.lausd.net/irj/portal. Additional information is available at https://achieve.lausd.net/Page/3904.

BID DATE:	March 23	20_23
By Alternate F	Power & Construction, Inc. dba Danial's	Electric
(Firm	n Name as it appears on Contractor's State	License)
(Sigr	nature of authorized person to sign bid)	
Print Name:	Yadi Ebrahimi Wedi Co	
Business Addres	ss: 17941 Ventura Blvd. #210	
	Encino, CA 91316	
Contractor Lice	nse No.: 958181	
Phone No	818-437-0979	
Email Address:	Yadi@Alternatepc.com	na Protesta

(CORPORATE SEAL)

	FOR PROCUREMENT USE ONLY
	Contract Number
	2330013
	Category a
1.10 ACCEPTANCE	with Plans with Specs
This Contract is made and entered into on the date set forth on Page 4 Los Angeles Unified School District, by and through its Board of Education (hereinafte	
Alternate Power and Construction, Inc., dba Danial's Electric Co.	
{Name as it appears on Contractor's State License – to be filled in by OWNER / Facility, a Corporation	ies Contracts}
{sole ownership, partnership, corporation, joint venture, or other}	•
This Contract is for the purpose of constructing that Project identified as JOB ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ I HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE). CONTRACTO bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pur and represents that it is qualified to perform all of the terms, covenants, promises and contractor shall perform all work required, necessary, proper for or incidental to Work called for in each individual Job Order issued pursuant to this Contract for the Urnata Catalog® and the Adjustment Factor(s) as specified in the Bid Form.	NO. R-23017) FOR ALL WORK OR is the most qualified prequalified suant to Public Contract Code 20919 anditions of this Contract. to completing the Detailed Scope of
Article 8 - Contract Value	
The Contract is an indefinite-quantity contract for construction work and services CONTRACTOR shall accept, in full payment for performance as required by the Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Dollars (\$500,000) , to be determined by individual Job Orders, as provided in the Contract	Contract Documents the Minimum Value of Five Hundred Thousand
The term of the Contract is one year or the expenditure of the Maximum Contract V mutual consent, the Maximum Contract Value may be increased to a value not to exce five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustmen the term of the Contract.	ed eight million, three hundred sixty-
It is understood and agreed that all applicable taxes are included in the Contract Value which the OWNER is exempt, is not included. The OWNER, upon request, will fur Exemption Certificates as may be required by the Manufacturer or Dealer.	
All of the above-named Contract Documents are intended to be complementary. Work Contract Documents and not by others shall be done as if required by all.	required by one of the above-named
Executed on	s, California.
LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUR	EMENT SERVICES DIVISION
Beverly White - Cam	
By: Brury White - CAM Chief Procurement Officer or Designee	
BLUE INK SIGNATURE REQUESTED	
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION	(S) TO THIS FORM
SHALL RENDER THE BID NON-RESPONSIV	

END OF DOCUMENT

	DOCUMENT	00 4313	
NA.	BID SECURITY	Y FORM	
Bond Number NA DEVELOPERS SURETY AND IN	NDEMAILY COMPANY		
ALTERNATE POWER & CONST			Surety
		A	_Bidder
		OWNE	
	17) for Category a (Closed-circuit televisi	AL AND LOW VOLTAGE CONTRACTING SERV ion (CCTV) and Intrusion alarm systems installation)	
WHEREAS, the bidder is herewith	submitting to OWNER the above described bid	, which is attached hereto and made part thereof.	
NOW, THEREFORE, the Surety a of the United States, for which pay	nd the bidder are firmly held and bound, jointly a rment we bind ourselves, our heirs, executors, a	and severally, to OWNER in the amount set forth above, lawfuldministrators, and assigns, jointly and severally, by these pre	ul money sents.
the terms, conditions, and obligation and shall furnish bond(s) as requir this obligation shall be void; otherw	ons to be kept and performed on the part of the ed by the Contract and Specifications, or the ca	dder by OWNER, and if the bidder shall well, truly and fully pe bidder, and shall within the required time enter into a written o ill for bids, or by law, with a surety acceptable to OWNER, the ninimum period of 60 days from the date of the bid, or longer i	contract en
be sustained by OWNER if the bid		but shall not be considered a limitation upon, any damages vecure the necessary bond(s), or fails to comply with all the er.	which may
money set forth above. In addition		strument shall be and hereby is expressly limited to the amount of the court shall award to the prevailing party in any suit brought all sum of this bond.	
Dated this 21ST	day of MARCH 20 23	ACKNOWLEDGMENT BY AN ATTORNEY-IN-F	FACT
ALTERNATE POWER & CONSTI	-		7.01
· ·	BIDDER	State of	SS
By (signed)	Eg	County of	
Sign	ature of Authorized Person	On, i	before me
Title RMO/Vice	President	, a Nota	ary Public
DEVELOPERS SURE TY AND INI	DEMNITY COMPANY SURETY	Personally appeared Personally known to me (or proved to me on to of satisfactory evidence) to be the person who is subscribed to this instrument and acknowled me that he/she executed the same in his/her au	se name ledged to ithorized
By (signed) SHILO LEE LOSINO S	ignature of Attorney-In-Fact	capacity, and that by his/her signature on the in the person, or the entity upon behalf of which th acted, executed the instrument.	
	ignature of Automoy-in-r aut	WITNESS my hand and official seal.	ary Seal)
Address P.O. BOX 5939.			
City, State CLEVELAND, OH,	44101		
Telephone 818-667-7656			
	(THIS DOCUMENT CANNOT BE ALT	o submit this form shall render your bid non-respons	sive]
IOD ODDER CONTRACT		RELEASED 01/30/2	0023
JOB ORDER CONTRACT ELECTRICAL AND LOW VOLT RFQ/BID NO. R-23017	TAGE CONTRACTING SERVICES	BID SECURITY FO	RM

POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038

(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino	, of	Woodland Hills, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and contracts of suretyship giving and granting unto said Attorney-in-Fact full power proper to be done in connection therewith as each of said company could do, but revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are	and authority to do and to perform ever reserving to each of said company for	ery act necessary, requisite or all power of substitution and
3/21/2023 and shall expire on December 31, 2025.		
This Power of Attorney is granted and is signed under and by authority of the followi INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COM	ng resolutions adopted by the Board o PANY (collectively, "Company") on N	f Directors of COREPOINTE lovember 3, 2022.
RESOLVED that Sam Zaza, Senior Vice President, Surety Underwriting, Jan Executive Underwriting, Surety, each an employee of AmTrust North America hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-Company, bords, undertakings and contracts of suretyship, or other suretyship Company be, and each of them hereby is, authorized to attest the execution of a	Inc., an affiliate of the Company (the fact named in the Power of Attorney obligations; and that the Secretary or a	to execute, on behalf of the
RESOLVED, that the signature of any one of the Authorized Signors and the S the Company must be affixed to any such Power of Attorney, and any such signa shall be valid and binding upon the Company when so affixed and in the future which it is attached.	ture or seal may be affixed by facsimile	e, and such Power of Attorney
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELO		COMPANY have caused these
presents to be signed by the Authorized Signor and attested by their Secretary or Assistar	nt Secretary this December 5, 202	
	MSURANCE	STEETY AND IND
Printed Name: Sam Zaza Title: Senior Vice President, Surety	SEAL SEAL	SPECORPORARE IN A SPECIAL PROPERTY OF THE PROP
Title, Committee of the	" constitution	**************************************
STATE OF California COUNTY OF Orange		
On this 5 day of <u>December</u> 20 22 before me, <u>Dave J. K</u> who proved to me on the basis of satisfactory evidence to be the person whose name they executed the same in their authorized capacity, and that by the signature on the this instrument.	is subscribed to within the instrument instrument the entities upon behalf wh	and acknowledged to me that ich the person acted, executed
l certify, under penalty of perjury, under the laws of the State of California	that the foregoing paragraph is	true and correct.
WITNESS my hand and official seal. Signature With Akoweth	мус	DIANE J. KAWATA lotary Public - California Orange County Commission # 2284027 comm. Expires Apr 28, 2023
The undersigned, the Secretary or Assistant Secretary of COREPOIN	TE INSURANCE COMPANY and E	EVELOPERS SURETY AND
INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of this Power of Attorney are in force as of the date of this Certification.	of the respective Boards of Directors o	f said corporations set forth in
This Certification is executed in the City of Cleveland, Ohio, this 22 day Docusigned by:	of November, 2022.	
By:Barry W. Moses By:	W. Moses, Assistant Secretary	POA No. N/A

CALIFORNIA ALL-F	URPOSE ACKNOWLED	GMENT	CIVIL CODE § 1189
	1.1. 11.1		of the individual who signed the validity of that document.
on 3/21/4 Date	Los Angeles 123 before me,	Lucas Patterso Here Insert Name a Shilo-Lee Losino Name(s) of Signer(s)	
subscribed to the w	ithin instrument and acki	by his/her/their signature(s) acted, executed the instru	person(s) whose name(s) is/are she/they executed the same in on the instrument the person(s), rument. TY OF PERJURY under the laws his that the foregoing paragraph
	LUCAS PATTERSON Notary Public - Ca.ifornia Los Angeles County Commission = 2352264 My Comm. Expires Mar 19, 2025	is true and correct. WITNESS my hand an	
Place N	Notary Seal Above		
	in a setional completing	OPTIONAL I this information can deter If this form to an unintende	alteration of the document or ad document.
Description of Att Title or Type of Do Number of Pages:	ached Document	Docum	nent Date:
Capacity(ies) Clair Signer's Name: ☐ Corporate Office ☐ Partner — ☐ Line ☐ Individual ☐ Trustee	med by Signer(s)	Signer's Name: Corporate Offi _ Partner I _ Individual or	cer — Title(s): Limited

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

Category a (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

Alternate Power & Construction, Inc. dba Danial's Electric Bidder Name:

GENERAL 1.01

- Bidder must comply and abide by the certification requirements contained herein by completing this document in A. its entirety and submitting with sealed bid.
- Failure to submit this document shall render the bid non-responsive. B.
- Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project C. (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.

ETHICS POLICY 1.02

C.

- This certifies and confirms bidder is familiar with and in compliance with all provisions of the OWNER Ethics A. 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.
- The bidder further certifies that set forth below are the names of all former Board of Education Members and B. 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 Educa	ation Members, l	Employees, Cor	nsultants, Subcon	tractors:	
None					
The OWNER Ethics P	olicy is available	e online through	the following lin	ık:	
https://achieve.lausd.r	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
Tittona or arrange men					

	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;
$\overline{\Box}$	Provide advice or recommend a strategy to a client on OWNER matters;
$\overline{\Box}$	Seek support or opposition from a third party (e.g. the public) on OWNER matters;
7	Send letters or write emails to OWNER officials in order to influence their decision-making; or
_	Send letters of write chiants to 0 with the distriction by
	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.
4	CHECK THIS BOLL ALL THE

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

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

3. Will your organization spend over \$10,000 this year performing these activities? Use the grid below to estimate the total amount of money your organization as a whole expects to spend during the entire calendar year (Jan 1 - Dec 31) to conduct these activities.

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

INSTRUCTIONS

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

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

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

	Alternate Power & Construction, Inc. dba Danial's Electri Bidder Name:
	Category a
1.07	DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD
	A. By signing and submitting this document, bidder certifies:
	Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
	[] Have, [X] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state of local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
	B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder tremain qualified to bid and perform OWNER projects.
1.08	BIDDER CERTIFICATION
	A. "The signature below binds bidder to all the above conditions and bidder certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct."
	Executed on 3/23/2023, at Los Angeles, California.
	Va C. C
	DAMO (View Dynaident
	By: RMO / Vice President Signature and Title of Bidder Representative
	Signature and Title of Bidder Representative
	By: RMO / Vice President Signature and Title of Bidder Representative Print Name: Yadi Ebrahimi Certification shall be signed by bidder or an authorized representative of bidder.
	Signature and Title of Bidder Representative Print Name: Yadi Ebrahimi
	Print Name: Yadi Ebrahimi Certification shall be signed by bidder or an authorized representative of bidder.
	Print Name: Yadi Ebrahimi Certification shall be signed by bidder or an authorized representative of bidder. (THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.) [FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES **RFQ/BID NO. R-23017**

Category a (Closed-circuit television (CCTV) and Intrusion alarm systems installation)

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

.01	GENER.	AL						
	A.	The following affi	davit is required b	y Section 7106 of the	he California	Public Contract Code.		
	В.	The Non-Collusio	n Affidavit shall b	e executed by bidde	er and submitt	ted with bid.		
							ng deemed non-respons	ve.
	C.	Failure to submit	this affidavit, fife	d out and signed in	its chillery, si			
	California	California						
County o	of	California	Yadi l	Ebrahimi	, b	eing first duly sworn, d	eposes and says that he	or she
D146	111:	(Name o	of person signing b	oid)	etion, Inc. d	ba Danial's Electric	is the party maki	ng the
The state of the s	The state of the s			/NI	I LOOMEDO HIL	ddingl		
or corpo put in a a sham b communithe bid propose bid price to any c	ration; the false or slowid, or any nication, or or or or contraction, or or or contraction.	ne bid is genuine and nam bid, and has no yone shall refrain from conference with a feath that any other bidding that all statement or eakdown thereof, on, partnership, compartnership, compa	I not collusive or a t directly or indire om bidding; that the nyone to fix the p der, or to secure as a contained in the	snam; the bidder hat ictly colluded, consp he bidder has not in rice of the bidder or ny advantage agains bid are true; and, fu	oired, connivers any manner, of any other bid the public borther, the biddeformation or deformation or deformat	di, or agreed with any be directly or indirectly, so lder, or to fix any overhody awarding the Contribute has not directly or in the base not directly or indirectly or in	ract of anyone interested ndirectly, submitted his paid, and will not pay, a	ent of in the or her
Collabri							CI I O	
Bidder	Name /	Alternate Power	& Construction	, Inc. dba Dania	's Electric		Check One:	
				tractor's State Licen			Sole Ownershi	p
IRS En	nployers I	dentification Numb	er: <u>27-425645</u>	2			Partnership	
Contrac	ctor's Stat	e License: 95818	Number	A, B, C10, C	46 assification(s)		Corporation	X
Name (of License	Holder: Alternat	e Power & Cor	nstruction, Inc. d	ba Danial's	Electric	Other	V-religi
	· D.	2/28/2025						
			"010			Phone (8	18) 578-6184	
Addres	ss <u>1794</u>	1 Ventura Blvd.				010 579		
City E	ncino		State CA	Zip Code 91316	_	Fax (818) 576	5-0173	
Califor	rnia the fo	below binds bidder bregoing is true and Yadi Ebrahimi	to all the stated correct."	conditions and bide	der certifies u	RMO	y under the laws of the	e State o
Ву _			Name			Signatur	e and Title	
/ A CC. 1	avit shall	he signed by hidder	or an authorized	representative of bio	der. Do not	type or use rubber stam	p.)	
(AIIId	avit snaii							
Dated	this			March				
		(THIS I	OCUMENT C	CANNOT BE AL	TERED, M	ODIFIED, OR CHA	ANGED.)	
		[FAILURE T	O SUBMIT TH	HIS FORM SHAI	LL RENDE	R THE BID NON-F	(ESPUNSIVE)	
				END OF DO	CUMENT			

END OF DOCUMENT

JOB ORDER CONTRACT ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES RFQ/BID NO. R-23017

RELEASED 01/30/2023 NON-COLLUSION AFFIDAVIT 00 4519-1

DOCUMENT 00 7351

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST Category a (Closed-circuit television (CCTV) and Intrusion alarm systems installation) Alternate Power & Construction, Inc. dba Danial's Electric 1.01 **GENERAL** Bidder Name: In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices A. 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. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, C. 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. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform D. and will perform said portion of Work itself. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor. E. 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)]. http://www.dir.ca.gov/ LOCATION OF BUSINESS NAME OF SUBCONTRACTOR(S) TYPE(S) OF WORK LICENSE NO. (CITY, STATE) (Firm Name as it appears on Contractor's State License)

(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-23017 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

DOCUMENT 00 6113

BOND # 0101025

PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRI hereinafter called the OWNER, and ALTERNATE POWE		
The state of the s	CONTRACTOR OF THE CONTRACTOR O	
hereinafter called the CONTRACTOR, have entered into a	Contract	
dated MAY 8, 2023		
	TRICAL AND LOW VOLTAGE CONTRACTING SERVICE RM SYSTEMS INSTALLATIONS	ES (PSA) CATEGORY A - CLOSE
Contract Amount FIVE HUNDRED THOUSAND DOLLARS AND N	O/100THS (\$500,000.00)	
NOW, THEREFORE, the CONTRACTOR, as Principal, an		
are held and firmly bound to the OWNER in the amount set and Surety bind themselves, their heirs, executors, administr	t forth under the bond, for the payment whereof in the ma rators, successors and assigns jointly and severally, firm	anner specified, the Principal ly by these presents:
PAVMENT POND		5400
In an amount equal to One Hundred Percent (100%) of Maximum Contract Value. The condition of this obligation the Contractor or his Subcontractors, fail to pay for any provisions, provender or other supplies, or teams, used in, or about the performance of the Work contracted to be do any work or labor thereon of any kind, or for amounts due Unemployment Insurance Code with respect to such work of any amounts required to be deducted, withheld, and pathe Franchise Tax Board from the wages of employer CONTRACTOR and his Subcontractors pursuant to Section the Revenue and Taxation Code, with respect to such work that the surety will pay for the same, in an amount not excessum specified above, and also, in case suit is brought upon a reasonable attorney's fee, to be fixed by the court.	the above in is that if materials, a upon, for one, or for under the or labor, or id over to es of the a 18806 of and labor.	th the requirements of Section amendatory thereof; and shall s, companies, and corporations are of the provisions of Section ry thereof, or to their assigns. tims arise before or after the date
sum specified above, and also, in case suit is brought upon a reasonable attorney's fee, to be fixed by the court.	eeding the the bond,	
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affichange, extension of time, alteration or addition to the terms	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents.	to the terms of the Contract or y waive notice of any such
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affichange, extension of time, alteration or addition to the terms Signed and sealed this	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents. day ofMAY	to the terms of the Contract or y waive notice of any such
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affichange, extension of time, alteration or addition to the terms	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents.	y waive notice of any such 20 23
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affection of time, alteration or addition to the terms signed and sealed this	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents. day of	y waive notice of any such 20 23
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affection of time, alteration or addition to the terms are signed and sealed this	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents.	20 23 DMPANY 1-Fact 44101
The Surety, for value received, hereby stipulates and agrees to the Work to be performed thereunder shall in anywise affection of time, alteration or addition to the terms of time, alteration or addition to the terms of the sealed this	that no change, extension of time, alteration or addition ect its obligations on the above bonds, and it does hereby of the Contract Documents.	y waive notice of any such 20 23 DMPANY 1-Fac! 44101

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-23017

REVISED 01/05/2012 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Snilo Losino		, of Wood	land Hills, CA
as its true and lawful Attomey-in-Fact, to make, execute, deli- of suretyship giving and granting unto said Attomey-in-Fac- connection therewith as each of said company could do, but Attomey-in-Fact, pursuant to these presents, are hereby rationally	The state of the state of per	aid companies, as sureties, bo	units unitertal uniterior cont
Attorney-in-Fact, pursuant to these presents, are hereby ratishall expire on December 31, 2025.	fied and confirmed. This Power of Attorne	ver or substitution and revoca	12023 and all of the acts of said
This Power of Attorney is granted and is signed under and by a COMPANY and DEVELOPERS SURETY AND INDEMNI	authority of the following resolutions adopted		COREPOINTE INSURANCE
RESOLVED, that <u>Sam Zaza</u> , <u>President</u> , <u>Surety Undersourety</u> , each an employee of AmTrust North America, of Attorney, qualifying attorney(s)-in-fact named in the suretyship, or other suretyship obligations; and that the the execution of any such Power of Attorney.	writing, James Bell, Vice President, Surety Inc., an affiliate of the Company (the "Auth	Underwriting, and Craig D	awson Executive Underwriter
RESOLVED, that the signature of any one of the Author must be affixed to any such Power of Attorney, and ar binding upon the Company when so affixed and in the f	uture with respect to any bond, undertaking	or contract of suretyshin to	of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE CO	MDANY and DEVELOPED & OF THE) INDEMNITY COMPANY	
signed by the Authorized Signor and attested by their Secretary	or Assistant Secretary this	March 27, 2023	have caused these presents to be
779			—'
By:	2010	INSURAL	AND WAND
Printed Name Sam Zaza	sere IF	ORPOR CA	DRPOR NOT
200-17 POSECIAL		0 6.0	8. 10
Title: President, Surety Underwriting		SEAL	£ 1936 3
ACKNOWLEDGEMENT:	OREPOW	SEAL S	CALIFORNIA NO
		" ************************************	* Allen
A notary public or other officer completing thi	s certificate verifies only the		**********
The first will supper the documents	months and interest in the second		
attached, and not the truthfulness, accuracy, or	validity of that document.		
STATE OF California COUN	NTY OF Orange		
On this 27 day of March 2023 before	me, Hoang-Quyen Phu Pham	79	
who proved to me on the basis of satisfactory evidence to be the the same in their authorized capacity, and that by the signature	person whose name is subscribed to within	the instrument and column t	Zaza
		which the person acted, execu	aged to me that they executed
I certify, under penalty of perjury, under the laws of the State of	C C PC		
WITNESS my hand and official seal.	unat	the foregoing paragraph is to	rue and correct.
		CHOCK HOUSE	-
Signature Hoans Duyen To	~	Notary Or Comm	F-QUYEN P. PHAM Public - California range County ission # 2432970
	CORPORATE CERTIFICATION	My Comm.	Expires Dec 31, 2026
The undersigned the Country			
The undersigned, the Secretary or Assistant Secret COMPANY, does hereby certify that the provisions of the resol are in force as of the date of this Certification.	lutions of the respective Boards of Directors	PANY and DEVELOPERS 5 s of said corporations set for	SURETY AND INDEMNITY th in this Power of Attorney
This Certification is executed in the City of Clevelar	nd, Ohio, this March 19, 2023		
DocuSigned by:	****・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・		
By: Barry W. Moses	Barry W. Moses, Assistant Secretary	LEC LECT	200
DOCUSIONE PURIOR DE 2000 PERO		1	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C	1E4SSERSONE		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	CIVIL CODE § 1189
A notary public or other officer completing this cert document to which this certificate is attached, and no	ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California County of Los Angeles)
On 5/14/2023 before me,	Lucas Patterson, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Shilo Lee Losino
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
LUCAS PATTERSON Notary Public - California Los Angeles County Commission # 2352264 My Comm. Expires Mar 19, 2025	WITNESS my hand and official seal. Signature
	Signature of Notary Public
Though this section is optional, completing the	OPTIONAL his information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other T	han Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Partner — □ Limited □ General	□ Corporate Officer — Title(s): □ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Bepresenting:	Other:
	3.

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JOB ORDER CONTRACT

RFQ/BID NO. R-23017

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES

REVISED 01/05/2012 PERFORMANCE BOND

00 6114-1

DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and ALTERNATE POWER & CONSTRUCTION INC.

hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,	
denominated as number R-23017 / 2330013	
described as JOB ORDER CONTRACT at CIRCUIT TELEVISION (CCTV) AND INTRUSION ALARM SYSTEMS INSTALLATIONS	SED
and is in the Maximum Contract Value of FIVE HUNDRED THOUSAND DOLLARS AND NO/100THS (\$500,000.00)	
NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and DEVELOPERS SURETY AND INDEMNITY 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 FIVE HUNDRED THOUSAND DOLLARS AND NO/100THS Dollars (\$ 500,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the	
be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:	
 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:	

- (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.

 In case any suit, arbitration or oth shall be awarded to the prevailing party, only discretion. 	ner action is brought the amount thereof	ipon this Bond, reas being within the (sonable attorneys' fees Court's or arbitrator's
11. Where they are used herein, the have the same meaning ascribed to them in the Contract Value, Contract Time, Day,	ontract OWNER C	ONITO ACTOD C-	1 177 1 0
Signed and sealed this16TH	day of	MAY	20
10000000			
ALTERNATE POWER & CONSTRUCTION INC.	RACTOR/PRINCI	PAL	
3 3 3 1 / 0/	Vice Presid	ot	172711111111111111111111111111111111111
Surety Name DEVELOPERS SURETY AND INDEMNITY CO	OMPANY BY	Al .	2000
Address of Surety P.O. BOX 5939 CLEVELAND, OH 44101	Attorney-i	n-Fact : SHILO LEE LO 5 VENTURA BLVD., STE	OSINO E 428
Telephone Number 818-667-7656	WOODLAND H	ILLS, CA 91364	
Bond Number 0101025	Telephone Nu	mber 818-667-7656	
The OWNER will obtain the following certification:	10100101010		Charles of the Control of the Contro
I hereby certify: 1. That the Surety named above has been certified by such authority is in full force and effect. 2. That there is on file in this office the financial state showing capital and surplus not less than ten times	the State Insurance Comm	nissioner as an admitted	Surety Insurer and that
	Dean C. Logan, Co	ounty Clerk	
Date	By		
		Deputy	

#

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

JOB ORDER CONTRACT
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES
RFQ/BID NO. R-23017

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

POWER OF ATTORNEY FOR COREPOINTE INSURANCE COMPANY DEVELOPERS SURETY AND INDEMNITY COMPANY 59 Maiden Lane, 43rd Floor, New York, NY 10038 (212) 220-7120

KNOW ALL, BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Shilo Losino	of Man	odland Hills, CA
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and only of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do connection therewith as each of said company could do, but reserving to each of said company Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This power	pehalf of said companies, as sureties, and to perform every act necessary,	hounts undertaking Sad
shall expire on December 31, 2025.	of Attorney is effective	16/2023 and
This Power of Attorney is granted and is signed under and by authority of the following resolution COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company content of the content of	impany Jon reordary 10, 2025.	O
RESOLVED, that <u>Sam Zaza</u> , <u>President</u> , <u>Surety Underwriting</u> , <u>James Bell</u> , <u>Vice Preside</u> <u>Surety</u> , each an employee of AmTrust North America, Inc., an affiliate of the Company of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary the execution of any such Power of Attorney.	ent, Surety Underwriting, and Craig (the "Authorized Signors"), are here	DV Buth by 201 to execute a Donne
RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or must be affixed to any such Power of Attorney, and any such signature or seal may be binding upon the Company when so affixed and in the future with respect to any bond, upon the Company when so affixed and in the future with respect to any bond, upon the Company when so affixed and in the future with respect to any bond, upon the Company when so affixed and in the future with respect to any bond, upon the Company when so affixed and in the future with respect to any bond.	ndertaking or contract of suretyshin t	or of Attorney shall be valid and
IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVEL OPENS OF	RETY AND INDEMNITY COMPANY	V have counted there are
signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this	March 27, 2023	raive caused these presents to be
. (1.7)	200000000000000000000000000000000000000	************
By:	SE INSURANCE	ETY AND IND
Printed Name: Sam Zaza	Z ORPORY NO	CORPORAL TA
Title: President, Surety Underwriting	SEAL SEAL	1936 SALIFORNIA SALIFO
ACKNOWLEDGEMENT:	S. OFLAWARE.	CALIFORNIA DE
Andrew	* A The State of t	A Vision
A notary public or other officer completing this certificate verifies only the	ne	
identity of the individual who signed the document to which this certifica attached, and not the truthfulness, accuracy, or validity of that document.	te is	
STATE OF California COUNTY OF Orange		
On this 27 day of March , 20 23 before me. Heavy O Pl 21		
On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed he same in their authorized capacity, and that by the signature on the instrument the entities upon certify under papelty of accident.	, personally appeared San I to within the instrument and acknow on behalf which the person acted asso	n Zaza
certify, under penalty of perjury, under the laws of the State of California		
VITNESS my hand and official seal.	that the foregoing paragraph is	s true and correct
ignature Hoang Deugen Pour	Notar	NG-QUYEN P. PHAM by Public - California Orange County omission # 2432970
CORPORATE CERTIFICATI	My Comm	n. Expires Dec 31, 2026
The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURAN OMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of the force as of the date of this Certification.		S SURETY AND INDEMNITY forth in this Power of Attorney
This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.		•
DocuSigned by:		
Barry W. Moses Barry W. Moses Assistant		
6B6415E7ADE548C Barry W. Moses, Assistant	Secretary	POA No. N/A
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.					
State of California					
County of Los Angeles)				
	- /				
On	Lucas Patterson, Notary Public				
440	Here Insert Name and Title of the Officer				
personally appeared	Shilo Lee Losino				
	Name(s) of Signer(s)				
subscribed to the within instrument and ack	ctory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), (s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
	WITNESS my hand and official seal.				
Notary Public - California Los Angeles County Commission # 2352264 My Comm. Expires Mar 19, 2025	Signature Signature of Notary Public				
Place Notary Seal Above	OPTIONAL —				
fraudulent reattachment of	this information can deter alteration of the document or of this form to an unintended document.				
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other	Document Date:				
Capacity(ies) Claimed by Signer(s)					
Signer's Name:	Signer's Name:				
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General	☐ Corporate Officer — Title(s):				
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General				
☐ Trustee ☐ Guardian or Conservato	☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator				
☐ Other:	Other:				
Signer Is Representing:	Signer Is Representing:				

VERIFICATION OF BONDS

	Bond not verified
X	Bond verified

Contractor Name: ALTERNATE POWER & CONSTRUCTION INC. DBA DANIAL'S ELECTRIC CO.

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
05/16/2023	Developer Surety and Indemnity Company	05/09/2023	P.O. Box 5939 Cleveland, OH 44401	818-667-7656
			Bond Verified by: Shilo Lee Losino	

RFQ# / CONTRACT NO.: R-23017 / 2330013 VERIFIED BY: Xochitl Vargas XV

BOND NO.: <u>0101025</u> VENDOR NO.: <u>11508</u>

DocuSign Envelope ID: E3AA07A4-4A6A-41DF-BF05-AF58ED47BAE2



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

MARK HOVATTER

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small Business

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

03/15/2023

ALTERNATE POWER & CONSTRUCTION DBA DANIAL#S ELECTRIC CO 17941 VENTURA BLVD #210 ENCINO, CA 91316

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Small Business Enterprise

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

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	238210	03/15/2023	10/19/2023

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

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

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

Changes to your business status that may impact your certification(s) must be reported as soon as possible. You are required to notify the LAUSD Small Business Program office or Vendor Services (VSU) of any changes impacting your certification eligibility. You may also contact VSU for assistance with Supplier Portal login credentials (username/password) or your SAP vendor number.

Small Business Program office: (213) 241-1340

Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900044325.

Sincerely,

Lorena Padilla-Melendez

Director of Community Relations and Small Business



17941 Ventura Blvd. #210, Encino, CA Tel: 818.578.6184 Fax: 818.578.6175

> Lic. # 958181 (A, B, C10, C46) DIR # 1000019090

LETTER OF ASSENT

Alternate Power & Construction Inc. 17921 Ventura Blvd. #210 Encino, CA 91316

DATE: 05/11/2023

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

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

To Whom It May Concern:

This is to confirm that Alternate Power & Construction Inc. agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement -- New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD Contract No.R-23017 /2330013 for the Job Order Contract- Electrical and Low Voltage Contracting Services — Category A project, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Yadi Ebrahimi Vice President

Alternate Power & Construction, Inc.

From: <u>Irene Montes From Willis Towers Watson via Wrap Portal</u>

To: Vargas, Xochitl; yadi@alternatepc.com; lausd.ocip@willistowerswatson.com

Subject: LAUSD OCIP V Owner Controlled Insurance Program (OCIP) Enrollment Notification for Contract Number: R-

23017 2330013 WC Policy Number: 900 0199036 - #C336600

Date: Tuesday, May 30, 2023 4:23:18 PM

Attachments: Alternate Power Construction Inc OCIP V - JOC Contracts COI f04a48d3-ae26-43ba-973a-

47b4af6a3a3f.pdf

SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Attn: Yadi Ebrahimi

Alternate Power &

Construction, Inc.

17941 Ventura Blvd

Suite 210

Encino, CA 91316

Parent Contractor Name: Los Angeles Unified

School District

Work Location: OCIP V - JOC Contracts

Dear Yadi.

Welcome, you have been enrolled into the LAUSD's OCIP V for work performed under contract number R-23017 2330013. 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 OCIP V - JOC Contracts project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

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

- Adhere to all Safety Guidelines at all times. Questions Contact John McEvoy, Director of Safety, at (310) 800-5018.
- LAUSD provides program oversight within the Risk Management Division, OCIP Unit. If you have any questions regarding Workers' Compensation claims or reporting procedures please contact Juan Chaidez, WC Claim Processing Supervisor at 213 241 2210. For All other LAUSD OCIP related coverage and Insurance questions contact Aristeo Aguilera, OCIP Coordinator at 213 241 7994.
- Report all claims in accordance with the OCIP Insurance Manual.
- 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 onsite. Lower tier subcontractors must complete their own separate enrollment.
- · All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (https://cp.wtwcompas.com)

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

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

If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 7002168. "State you are under ESIS Medical Impact MPN"

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

On behalf of Los Angeles Unified School District we wish you a safe and successful project!

Sincerely,

Irene Montes
Willis Towers Watson
Five Concourse Parkway
18th Floor
Atlanta, GA 30328
Email:lausd.ocip@willistowerswatson.com

Enclosures: Certificate of Insurance Sample Enrolled Parties Certificate ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/24/2023

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	100 CO 10	CONTACT NAME: Irene Montes	
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (AIC, No, Ext): (415) 955-0239	
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com	100
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Starr Indemnity & Liability	38318
INSURED		INSURER B: Starr Specialty Insurance Company	16109
	Alternate Power & Construction, Inc. DBA Danial's Electric 17941 Ventura Blvd	INSURER C: Starr Indemnity & Liability Company	
	Suite 210	INSURER D: Endurance Risk Solutions Assurance Company	
	Encino, CA 91316	INSURER E: ACE Property & Casualty Insurance Co.	
		INSURER F: Ascot Specialty Insurance Company	9

COVERAGES CERTIFICATE NUMBER: LASUDV - 00001770

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.

X COMMERCIAL GENERAL LIABILITY		WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
						EACH OCCURRENCE	\$	2,000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	0
75 97 -47						MED EXP (Any one person)	s	0
	Y	Y	1000026031231	5/8/2023	5/1/2028	PERSONAL & ADV INJURY	S	4,000,000
SEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
POLICY X PROJECT LOC						PRODUCTS - COMP/ OP AGG	\$	4,000,000
OTHER		[e 30]					\$	
UTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO						BODILY INJURY (Per person)	5	
OWNED SCHEDULED AUTO AUTO						BODILY INJURY (Per accident)	s	
HIRED NON-OWNED AUTO ONLY						PROPERTY DAMAGE (Per accident)	5	
		36 34		80			s	
UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
X EXCESS LIAB CLAIMS-MADE			1000588359231	5/8/2023	5/1/2028	AGGREGATE	\$	10,000,000
DED RETENTION \$		ie str				Prod-Comp/Ops	10	
VORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTHER	6	
FFICER/MEMBER EXCLUDED?	Y	Υ	900 0199036	5/8/2023	5/1/2024	E L EACH ACCIDENT	5	1,000,000
f yes, describe under						THE PARTY OF THE P	\$	1,000,000
ESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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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-23017 2330013. The coverage is effective from the start date of the contract, 5/8/2023, through the completion of the work onsite, or completion of the project, whichever is first.

Location PSA - General Contracting Services

CERTIFICATE HOLDER	CANCELLATION
Los Angeles Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8625 Rex Road Pico Rivera, CA 90660	AUTHORIZED REPRESENTATIVE 4 House

DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

Insurer	Policy #	Eff.Date	Exp.Date	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	5/8/2023	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	5/8/2023	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	5/8/2023	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	5/8/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	5/8/2023	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	5/8/2023	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	5/8/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

Great American Security Ins. Company -

Shepherd Specialty Insurance Services, Inc. -H

Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE J

COMPANY -

Date Entered:

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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 DARA LASKI DARA LYNN INSURANCE SERVICES, INC. PHONE (A/C, No. Ext); (818) 346-1333 P.O. BOX 5208 FAX (A/C, No): (818) 337-2237 E-MAIL ADDRESS: DARALYNNINC@AOL.COM WEST HILLS, CA 91308 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: CONTINENTAL CASUALTY COMPANY INSURED ALTERNATE POWER & CONSTRUCTION INC. INSURER B : INTEGON NATIONAL INSURANCE COMPANY DBA DANIAL'S ELECTRIC CO INSURERC: STATE COMPENSATION INSURANCE FUND 759 AVONGLEN TERRACE INSURER D : GLENDALE, CA 91206 INSURER E : INSURER F **COVERAGES**

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

	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY	POLICY EXP	LIMITS	
\	CLAIMS-MADE OCCUR	X		Contraction of proper court			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	Annual Control of the Control of			C6983485620	11/01/2022	11/01/2023	MED EXP (Any one person)	\$ 5,000
ŀ							PERSONAL & ADV INJURY	\$1,000,000
-	POLICY PRO:				to control or control		GENERAL AGGREGATE	\$2,000,000
d	OTHER:				Property Commence of the Comme	000000000000000000000000000000000000000	PRODUCTS - COMP/OP AGG	\$2,000,000
_	AUTOMOBILE LIABILITY							S
ŀ	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
7	OWNED SCHEDULED						BODILY INJURY (Per person)	\$
<	AUTOS ONLY AUTOS NON-OWNED			2005281316	07/08/2022	07/08/2023	BODILY INJURY (Per accident)	\$
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
_								s
	UMBRELLA LIAB OCCUR EXCESS LIAB CLARKS MADE						EACH OCCURRENCE	\$
-	CILAWO-WALE				****		AGGREGATE	s
V	DED RETENTION S VORKERS COMPENSATION							S
A	IND EMPLOYERS' LIABILITY						PER OTH-	
10	NY PROPRIETOR/PARTNER/EXECUTIVE PERCER/MEMBER EXCLUDED?	AIN		1951949	04/01/2023	04/01/2024	E L EACH ACCIDENT	\$1,000,000
(Mandatory in NH) If yes, describe under		-	***************************************				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

CONTRACT NO. R-23017/2330013, ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) CATEGORY A - CLOSED CIRCUIT TELEVISION (CCTV) AND INTRUSION ALARM SYSTEMS INSTALATION.

LOS ANGELES UNIFIED SCHOOL DISTRICT IS NAMED ADDITIONAL INSURED FOR OFFSITE OPERATIONS PER ATTACHED ENDORSEMENT.

PT W W W I W I W I W I W I W I W I W I W	
CERTIFICATE HOLDER	

LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) ATTN: FACILITIES CONSTRUCTION CONTRACTS 333 S BEAUDRY AVE, 28TH FLOOR

LOS ANGELES, CA 90017

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Landscape				
☐ Marble Mason/Fir	nisher			
☐ Operating Engine	er			
☐ Painter				
☐ Parking/Highway/	Improvement			
☐ Plasterer/Tender				
☐ Plumber				
Roofing				
☐ Sheet Metal Work	er			
Stator Rewinder				
☐ Teamster				
☐ Terrazzo Worker/F	- inisher			
☐ Tile Setter/Finishe	r			
☐ Water Well Driller				
Apply				
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Registrations	. Sho	owing Page 1 of	1 Previous N	ext
Search Results: 1 fou	na 			
Print PDF 🖨 Export	±	Add all to r	my list My List (0)•
ALTERNATE	POWER & CONSTRUCTION II	View Details	+ Add to My Li	st
Detail:			Registration	
Registration	1000019090			Expiration Date
Number: Status:	Active		7/1/2022	6/30/2025
CSLB Number:	958181		7/1/2019	6/30/2022
Legal Entity Type: Mailing Address:	Corporation 17941 Ventura Blvd. Suite 210		6/5/2018	6/30/2019
manning / tauress.	Encino		6/8/2017	6/30/2018
County:	CA 91316 Los Angeles		7/12/2016	6/30/2017
Craft:	Electrician;General Building;Gener	al Engineering	6/7/2015	6/30/2016
Email:	apcinc.info@gmail.com		4/14/2015	6/30/2015
			. ,	
DBA				
Name				
DBA DANIAL'S ELE	CTRIC			
	CINIC			

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 dba DANIAL'S ELECTRIC CO	11508	958181	12/22/22
ANGELES CONTRACTOR INC	10108	858483	06/01/22
BEST CONTRACTING SERVICES INC	1462	456263	11/04/22
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	04/27/23
C & P CONSTRUCTION DEVELOPMENT INC	6456	604931	12/22/22
C T G CONSTRUCTION INC dba C T GEORGIOU PAINTING CO	11700	635916	06/01/22
COMMUNITY PLAYGROUNDS, INC	11394	362950	10/03/22
D JOHN ROSER INC	4615	506778	10/05/22
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/18/23
ECO ENERGY SOLUTIONS INC dba HIGH VOLT ELECTRIC	822147	963370	01/24/23
FREDRICK TOWERS INC	2915	572986	06/03/22
GERONIMO CONCRETE INC	8539	770018	06/16/22
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	04/24/23
JAM FIRE PROTECTION INC dba JAM CORP	6525	791060	02/17/23
KEMP BROS CONSTRUCTION INC	4559	149816	05/17/22
NSA CONSTRUCTION GROUP INC	4983	714457	02/14/23
OHNO CONSTRUCTION COMPANY	9584	833470	01/25/23
OMEGA CONSTRUCTION CO INC	0241	464910	06/01/22
PARS ARVIN CONSTRUCTION INC	7511	804404	12/22/22
PAVEWEST INCORPORATED	822191	968049	05/20/22
PINNER CONSTRUCTION CO INC	0491	166010	06/02/22
R BROTHERS INC	11141	956208	08/31/22
S J AMOROSO CONSTRUCTION CO LLC	0675	331024	03/29/23
SIEMENS INDUSTRY INC	7787	758796	06/30/22
SO CAL CONSTRUCTION INC	11562	962976	06/01/22
T & M PAINTING AND CONSTRUCTION INC	0435	810280	12/06/22
TECHNION CONTRACTORS T C I INC	8829	836664	02/17/23
TELENET VOIP INC	1923	647808	08/31/22

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE Deputy Chief Business Officer

> JUDITH REECE Chief Procurement Officer

May 8, 2023



Email: yadi@alternatepc.com

ALTERNATE POWER & CONSTRUCTION, INC. DBA DANIAL'S ELECTRIC

17941 Ventura Blvd., #210 Encino, CA 91316

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No.

R-23017 / 2330013

Project:

JOB ORDER CONTRACT

Project Description:

ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)

CATEGORY A - CLOSED CIRCUIT TELEVISION (CCTV) AND

INTRUSION ALARM SYSTEMS INSTALLATIONS

Contract Amount:

\$500,000 (BID ADJUSTMENT FACTOR 1.3000)

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 provided that you comply with all further requirements. This notice IS NOT AN AWARD OF THE CONTRACT.

Upon notification from the Reproraphic Archive Unit, the contract documents (sealed set of specifications and Construction Task Catalog (CTC) will be ready for pick-up. Once you receive a call from the Reprographics Unit, you must pick them up promptly from indicated location.

VENDOR COVID-19 VACCINATION REQUIREMENT. Effective November 15, 2021, all vendors who may visit any District school site or facility and/or who may come into contact with District students or staff must be fully vaccinated against COVID-19. For purposes of this requirement, the term "vendors" refers to employees/hired staff, agents, contractors, partners, subcontractors, and representatives of the District's vendors and contractors. Prior to providing any such services on or after November 15, 2021, Contractor must certify compliance in the Supplier Portal at https://vendors.lausd.net/irj/portal. Additional information is available at https://achieve.lausd.net/Page/3904.

Within **five (5)** business days of this notice, by <u>May 12, 2023</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>xochitl.vargas@lausd.net</u>, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th 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

- 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.
- Z Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:

X Workers' Compensation

X Comprehensive General Liability

X Automobile Liability (Owned, hired, and non-owned)

X Pollution Liability (includes Asbestos/Lead Abatement) endorsement

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.
- The current Insurance Manual is available from the LAUSD Facilities website at: http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824
 - Requirements of an ENROLLED CONTRACTOR: An OCIP 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.
 - 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 (Insruance and Bonds), Items 5.5.1 5.5.4.
- Coverages should include:
 - o General Liability, including bodily injury and property damage
 - 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. Prime contractors must provide their Certificate of

Insurance to Willis Towers Watson upon enrollment. The certificates can be uploaded into Wrap Portal or emailed: lausd.ocip@willistowerswatson.com

- 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 Wrap Portal, or emailed: to lausd.ocip@willistowerswatson.com
- 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 Facilities Construction Contracts 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. Facilities Construction Contracts 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 5/11/2013, at Los Angeles, California

Date

City

Signature of Authorized Officer

Vice President

Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to xochitl.vargas@lausd.net.

Sincerely,

Xochitl Vargas

Xochitl Vargas Contract Administration Analyst

c: WTW Insurance Services Inspection Section File