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 24, 2023

E-MAIL: raul@reyeselectric.com

REYES ELECTRICAL CONTRACTOR, INC. dba REYES ENGINEERING CORP.

628 Thompson Avenue Glendale, CA 91201

NOTICE OF AWARD

RFQ / Contract No: R-23015 / 2330000

SAP Contract No.: <u>4400011606</u>

Project: <u>JOB ORDER CONTRACTING</u>

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$350,000 (BID ADJUSTMENT FACTOR 1.0900)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on May 24, 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 Reprogaphics Unit, you must pick them up promptly.

The Gordian Group will be contacting you shortly to provide training and access in the eGordian© webbased 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 ronnie.bossier@lausd.net.

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o, ou=Procurement Services Division,
email=ronnie bossier@ausd.net, c=US
Date: 2023.05.24 07:55:46-07'00'

Ronnie Bossier Contract Administration Analyst

c:

J. Reece C. Pettus, Prequal B. Rios, A/P
B. White WTW (OCIP) M. Velasquez, Union

S. Boehm, PEX
G. Garcia, PEX
R. Lim, FPPS
E. Tran, PSA

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 5, 2023

Email: <u>raul@reveselectric.com</u>

REYES ELECTRICAL CONTRACTOR, INC. dba REYES ENGINEERING CORP.

628 Thompson Avenue Glendale, CA 91201

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS (REVISED)

RFQ / Contract No. R-23015 / 2330000

Project: <u>JOB ORDER CONTRACT</u>

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$350,000 (BID ADJUSTMENT FACTOR 1.0900)

Contract Duration: <u>365 Calendar Days</u>

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.**

<u>VENDOR COVID-19 VACCINATION REQUIREMENT.</u> 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>ronnie.bossier@lausd.net</u>, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th Floor, 28-136-8, ATTN: RONNIE BOSSIER, the documents indicated below:

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

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

X 1. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for

the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.

- X 2. 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
 - o Automobile Liability (Owned, hired, and non-owned)
 - **o** Workers' Compensation & Employer's Liability Insurance
 - 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 to both Facilities Construction Contracts and Labor Compliance Department. Per Section 2.5(b) of the PSA, Facilities Construction Contracts will NOT award a contract until the Letter of Assent from the Prime Contractor has been received. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract number, 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 05 11	23 , at	LOS ANGEVES	, California
Date		City	
	O.C.		
Signature of Authorized	Officer		
JOSÉ RAUL	REYES	PRESIDENT	_
Print Name		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 ronnie.bossier@lausd.net.

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o, ou=Procurement Services
Division, email=ronnie.bossier@lausd.net, c=US
Date: 2023.05.05 11:43:19 -07'00'

Ronnie Bossier Contract Administration Analyst

c: WTW Insurance Services Inspection Section File

DOCUMENT 00 4100

BID AND ACCEPTANCE FORM

Reyes Electrical Contractor, Inc. Bidder Name: Dba, Reyes Engineering Corp.

1.01 BID SUBMISSION INSTRUCTIONS

Submit this form along with the Required Bid Forms as outlined on Section 00 2113 and Section 00 4113, A. "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 - General 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 S. Beaudry Ave. Los Angeles, CA 90017

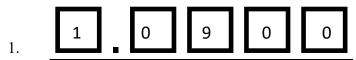
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM April 21, 2023
- PROJECT IDENTIFICATION: 1.03
 - A. The undersigned, is familiar 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 GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFO/BID NO. R-23015 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Number

1.05 BID ADJUSTMENT FACTOR(S)

- Adjustment Factor. 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.
- В. Base Period (12 months from Notice of Contract award or expenditure of the \$350,000 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:

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

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

Contractor Performed Duties

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

Subcontractor Performed Duties

E = Cost of Subcontractors to Contractor (supported by quotes) Total Cost of Non Pre-Priced Task = E 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.
- 6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
- 7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- 9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 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: Apr	ril 21	, 20 23	
	Contractor, Inc.		(CORPORATE SEAL)
	ame as it appears on Contra	ctor's State License)	
(Signat	ure of authorized person to	sign bid)	
Print Name: Jos	e Raul Reyes		_ \
Business Address:	628 Thompson Avenue		_ ^4
	Glendale, CA 91201		_ /
Contractor License	e No.: 494277		
Phone No. (818) 2	240 4060 / (818) 262 2987		
Fax No. (818)	240 4066		

21378 STRININGA MOITARTRININGA

2023 APR 21 AH11: 30

	FOR PROCUREMENT USE ONLY Contract Number 2330000			
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 (hereinafter				
Reyes Electrical Contractor, Inc. dba Reyes En	aineerina Corp			
{Name as it appears on Contractor's State License – to be filled in by OWNER / Faciliti, a Corporation				
{sole ownership, partnership, corporation, joint venture, or other}				
This Contract is for the purpose of constructing that Project identified as JOB GENERAL CONTRACTING SERVICES (RFQ NO. R-23015) FOR ALL WOR and Holidays) (DISTRICT-WIDE). CONTRACTOR is the most qualified prequalifit for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 2091 perform all of the terms, covenants, promises and conditions of this Contract. The Contractor shall perform all work required, necessary, proper for or incidental the Work called for in each individual Job Order issued pursuant to this Contract for the Unit Task Catalog® and the Bid Adjustment Factor(s) as specified in the Bid Form.	K HOURS (Weekdays, Weekends ed bidder in response to the Request 9 and represents that it is qualified to completing the Detailed Scope of			
Article 8 - Contract Value				
The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of Three Hundred Fifty Thousand Dollars (\$350,000), to be determined by individual Job Orders, as provided in the Contract Documents.				
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 exceed five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustment 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 a which the OWNER is exempt, is not included. The OWNER, upon request, will fu 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 5/24/2023 , 20 at Los Angeles	s, California.			
LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUR By: By: By: By: Chief Procurement Officer or Designee	EMENT SERVICES DIVISION			

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

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 RELEASED 03/01/2023 BID AND ACCEPTANCE FORM 00 4100-5

DOCUMENT 00	4313	
BID SECURITY F	ORM	
Bond Number N/A		
The Ohio Casualty Insurance		_ Surety
Reyes Electrical Contra		_ Bidder
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES		_
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)	•	it of Bond
Project Description: JOB ORDER CONTRACT FOR GENERAL COMBID Due Date: 04/21/2023	NTRACTING SERVICES (R-23015)	
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, wh	nich is attached hereto and made part thereof.	
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and of the United States, for which payment we bind ourselves, our heirs, executors, admi		
If the bid or any part of the bid shall be accepted and a contract awarded to the bidder the terms, conditions, and obligations to be kept and performed on the part of the bidd and shall furnish bond(s) as required by the Contract and Specifications, or the call for this obligation shall be void; otherwise it shall remain in full force and effect for a mining by law, or longer through mutual agreement of the OWNER and bidder.	der, and shall within the required time enter into a written r bids, or by law, with a surety acceptable to OWNER, the	contract en
This instrument and the amount of money set forth above shall be applied toward. but be sustained by OWNER if the bidder fails to execute a written contract, or fails to sec terms, conditions and obligations to be kept and performed on the part of the bidder.		
The maximum amount of Surety's liability claimable and recoverable under this instrur money set forth above. In addition to the liability of the Surety under this bond, the Cobond reasonable attorneys' fees and costs, even if such amounts exceed the penal su	ourt shall award to the prevailing party in any suit brought	
Dated this 21st day of April 20 23	ACKNOWLEDGMENT BY AN ATTORNEY-IN-	FACT
Reyes Electrical Contractor, Inc.	State of	
By (signed)	County of	SS
Signature of Authorized Person	On	before me
Title Jose Raul Reyes, President	, a Nota	ary Public
	Personally appeared	•
	Personally known to me (or proved to me on to of satisfactory evidence) to be the person who	
The Ohio Casualty Insurance Company	is subscribed to this instrument and acknowle	ledged to
SURETY	me that he/she executed the same in his/her au capacity, and that by his/her signature on the in	
By (signed)	 the person, or the entity upon behalf of which the acted, executed the instrument. 	
Signature of Attorney-In-r-act, Pletto Miccicrie ■	WITNESS my hand and official seal.	
Address 175 Berkeley Street	(Note	ary Seal)
City, State Boston, MA 02116		
Telephone (800) 763-9268	-	
relephone (000) 700 0200	Signature of Notary	
ATTACH CERTIFIED COPY OF POWER OF ATTORNEY (THIS DOCUMENT <u>CANNOT</u> BE ALTERE [If you do not submit a certified or cashier's check, failure to sul END OF DOCUM	D, MODIFIED, OR CHANGED.) bmit this form shall render your bid non-respons	sive]
JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015	RELEASED 03/01/2 BID SECURITY FO 00 431	RM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California	
County ofLos Angeles.	
Note and and	Angel Nunez, Notary Public
Date '	Here Insert Name and Title of the Officer
personally appeared Pietro Micciche	
	Name(s) of Signer(s)
subscribed to the within instrument and ackn	rory evidence to be the person(s) whose name(s) is/xix nowledged to me that he/xixe/thex executed the same in by his/xixixisignature(s) on the instrument the person(x), 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.
ANGEL NUNEZ Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above	ADTIONAL
Though this section is optional, completing	OPTIONAL this 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	Than Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
	Uorporate Uπicer — Htie(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 Representing:	☐ Other: Signer Is Representing:



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

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

Certificate No: 8205060-024102

POWER OF ATTORNEY

Liberty Mutual Insurar under the laws of the	nce Company is a corpo	ration duly organized u	inder the laws of	the State of Massachus	setts, and West Americ	I under the laws of the an Insurance Company is hereby name, constitu	is a corporation duly org	anized
all of the city ofexecute, seal, acknow of these presents and persons.	Glendale dedge and deliver, for an I shall be as binding up	state of	CA ty and as its act a if they have been	and deed, any and all u	ndertakings, bonds, red	one named, its true and cognizances and other so y the secretary of the C	urety obligations, in purs	suance
IN WITNESS WHERE thereto this 19th	day of March	NSURAN SPORTING	TY INSURA	INSURANCE OFFORTALE	Liberty Mutual The Ohio Casu West American	e corporate seals of the Insurance Company alty Insurance Company Insurance Company	,	
State of PENNSYLVA County of MONTGOM	NIA ERY ^{SS}				David M. Carey	r, Assistant Secretary		on ind
	of March 20 Casualty Company, and igning on behalf of the co	D21 before me person West American Insura proporations by himself	onally appeared E ance Company, a as a duly authoriz	oavid M. Carey, who act and that he, as such, bo zed officer.	knowledged himself to eing authorized so to o	be the Assistant Secreta to, execute the foregoin	ry of Liberty Mutual Insug g instrument for the pur	verifications associated associat
	The state of the s		My commission	omery County expires March 28, 2025 on number 1126044	By: Jeress	the Assistant Secretary the the Assistant Secretary the the Assistant Secretary the the Assistant Secretary the day and year first above the Assistant Secretary the day and year first above the Assistant Secretary		torn
Any officer or o President may p any and all unde have full power instruments shal provisions of this ARTICLE XIII — Any officer of the shall appoint sur bonds, recogniza	ther official of the Corp rescribe, shall appoint sertakings, bonds, recogn to bind the Corporation Il be as binding as if sig article may be revoked Execution of Contracts to Company authorized for the attorneys-in-fact, as nances and other surety of	oration authorized for uch attorneys-in-fact, izances and other sur- by their signature an ned by the President a at any time by the Boa c: Section 5. Surety Bo or that purpose in writin may be necessary to a biligations. Such attorn	that purpose in as may be neces ety obligations. S d execution of a and attested to burd, the Chairman inds and Undertal ing by the chairman act in behalf of the neys-in-fact subje	writing by the Chairma sary to act in behalf of uch attorneys-in-fact, s ny such instruments a y the Secretary. Any po , the President or by the kings. an or the president, and the Company to make, of ct to the limitations set	an or the President, are the Corporation to manupject to the limitations and to attach thereto the ower or authority grante officer or officers grant a subject to such limitate execute, seal, acknowly forth in their respective	n, Notary Public c Ohio Casualty Insurar and subject to such limita ke, execute, seal, acknow is set forth in their respect eed to any representative tions as the chairman or eedge and deliver as sur e powers of attorney, sha executed such instrum	ation as the Chairman whedge and deliver as a ctive powers of attorney on. When so executed, or attorney-in-fact und ority. The president may presety any and all undertal all have full power to bir	or the surety of the puod roll of the pu
signed by the pre	esident and attested by t							

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of 4911 . 2023







By: Remode Houselb

Renee C. Llewellyn, Assistant Secretary

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

	Reyes Electrical Contractor, Inc.	
Name:	Dba, Reyes Engineering Corp.	

1.01 **GENERAL**

Bidder

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

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

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

1.02 ETHICS POLICY

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

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

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

	N/A
C.	The OWNER Ethics Policy is available online through the following link:
	https://achieve.lausd.net/Page/14037
D.	Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
	1. Do you or others in your organization do the following: (please check all that apply)
	☐ Attend or arrange meetings with OWNER officials in person or over the phone;

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

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

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

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

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

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

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

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

INSTRUCTIONS

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

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

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

		Reyes Electrical Contractor, Inc. Bidder Name:
1.07	DEBA	RMENT, SUSPENSION, INELIGIBILTY FOR AWARD
	A.	By signing and submitting this document, bidder certifies:
		Neither bidder nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
		[] Have, [X] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
		bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to main qualified to bid and perform OWNER projects.
1.08	BIDDI	ER 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 April 21, 2023 Los Angeles , California. By: Jose Raul Reyes, President
		Signature and the of Bidder Representative
		Certification shall be signed by bidder or an authorized representative of bidder.
		(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.) [FAILURE TO SUBMIT THIS FORM SHALL RENDER YOUR BID NON-RESPONSIVE]
		END OF DOCUMENT

	DOCUMENT 00 4519	
	NON-COLLUSION AFFIDAVIT	
1.01	GENERAL	
	A. The following affidavit is required by Section 7106 of the California Public Cont	ract Code.
	B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid	
	C. Failure to submit this affidavit, filled out and signed in its entirety, shall result in	the bid being deemed non-responsive.
State o	California of Los Angeles	
County		ly sworn, deposes and says that he or she
Presi	(Name of person signing bid)	ng Corp. is the party making the
the bid propos bid pric to any	nication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix price, or of that any other bidder, or to secure any advantage against the public body awarding ad contract; that all statements contained in the bid are true; and, further, the bidder has not, due or any breakdown thereof, or the contents thereof, or divulged information or data relative to corporation, partnership, company association, organization, bid depository, or to any member or sham bid.	the Contract of anyone interested in the irectly or indirectly, submitted his or her hereto, or paid, and will not pay, any fee
Bidder	Name Reyes Electrical Contractor, Inc., Dba, Reyes Engineering Corp.	Check One:
	Name as it appears on Contractor's State License	Sala Oran anakin
IRS En	ployers Identification Number: 02 - 0769672	Sole Ownership
Contra	etor's State License: 494277 A, B, C-7,C-8,C-10,C-12,C-16,C-20,C-36	V
	Number Classification(s)	Corporation ^
	of License Holder: Jose Raul Reyes	Other
Expira	ion Date: April 30, 2024	
Addres	S 628 Thompson Avenue	Phone (818) 240 4060
City C	lendale State CA Zip Code 91201 Fax (818	240 4066
Califor	gnature below binds bidder to all the stated conditions and bidder certifies under penalty nia the foregoing is true and correct."	of perjury under the laws of the State of
Ву	ose Raul Reyes Print Name President	Signature and Title
	Timervaine	Digmature and True

Dated this ____21st (THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.) [FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]

_ 20 _23

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

_____ day of April

END OF DOCUMENT

DOCUMENT 00 7351

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST Reyes Electrical Contractor, Inc.

Dba, Reyes Engineering Corp.

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.
- В. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. http://www.dir.ca.gov/

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	LOCATION OF BUSINESS (CITY, STATE)
NONE.			

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED) IYOU 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 GENERAL CONTRACTING SERVICES RFO/BID NO. R-23015

Bond #: 024258035 Premium: \$6,250.00 Premium Based on Final Contract Amount

DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
Hereinafter called OWNER, and Reyes Electrical Contractor, Inc. DBA Reyes Engineering Corp.
nereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,
denominated as number R-23015 / 2330000
described asJob Order Contract: R-23015 / 2330000 General Contracting Services (PSA)atLAUSD
and is in the Maximum Contract Value of Three Hundred Fifty Thousand And No/100 (\$350,000.00)
NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Ohio Casualty Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of Three Hundred Fifty Thousand Dollars Dollars (\$ 350,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:
1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.
2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:
a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or
d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

REVISED 01/05/2012 PERFORMANCE BOND 00 6114-1

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

10. In case any suit, arbitration or other actionshall be awarded to the prevailing party, only the amplification.	nount thereof being	g within the court's of	
11. Where they are used herein, the following have the same meaning ascribed to them in the Contract Documents, Contract Value, Contract Time, Day, Punch	: OWNER, CONT	RACTOR, Contract, W	Contract shall ork, Contract
Signed and sealed this5th	day of	May	20
23			
CONTRACT	TOR/PRINCIPAI		
33 100	RESIDENT		- Landa
Surety Name The Ohio Casualty Insurance Company	Attorney-in-Fa	act : Pietro Micciche	301-10 6
Address of Surety PO BOX 11053	Address 3455	Ocean View Blvd #200	
Orange, CA 92856-1053	[Glendale, CA 91208	
Telephone Number (800) 763-9268			1111
Bond Number <u>024258035</u>	Telephone Numb	er (323) 663-7814	The second
The OWNER will obtain the following certification:			
CERTIFICATION BY LOS ANG I hereby certify: 1. That the Surety named above has been certified by the Sta such authority is in full force and effect. 2. That there is on file in this office the financial statement of showing capital and surplus not less than ten times the am	ate Insurance Commission of the surety for the peri	ioner as an admitted Surety In:	surer and that
	Dean C. Logan, Coun	ty Clerk	
Date	Ву		
		Deputy	

#

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

CIVIL CODE \$ 1189

A notary public or other officer completing this certifical document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California)	
County of Los Angeles)	
On May 54,2023 before me, Ang	el Nunez, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared Pietro Micciche	
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	evidence to be the person(%) whose name(%) is/% ledged to me that he/xixe(thex executed the same ir is/kmxiximix signature(%) on the instrument the person(%) oted, 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.
ANGEL NUNEZ	WITNESS my band and official seal.
ANGEL NUNEZ Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	Signature Signature of Notary Public
Notary Public - California Los Angeles County Commission # 2321675	Signature / / / / / / / / / / / / / / / / / / /
Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024 Place Notary Seal Above Though this section is optional, completing this	Signature / / / / / / / / / / / / / / / / / / /
Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024 Place Notary Seal Above Though this section is optional, completing this	Signature Signature of Notary Public Signature of Notary Public information can deter alteration of the document or information on unintended document.
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PAYMENT BOND (LABOR AND MATERIAL)

	AS, LOS ANGELES UNIFI			neering Corp	
nereinafte	er called the OWNER, and	Reyes Electrical Contractor, I	nc. DBA Reyes Engil	leering Corp.	
hereinafte	er called the CONTRACTOR	R, have entered into a Contract			
dated					
		/ 2330000 General Contracting	g Services (PSA)		
for Job	Order Contract. 14 200 10				
Contract Amount		ousand Dollars (\$350,000.00)			
		CTOR, as Principal, and the follo	wing named Surety,	The Ohio Casualty Inst	urance Company
		NER in the amount set forth unders, executors, administrators, succ	or the bond for the navr	ment whereof in the manner tly and severally, firmly by	specified, the Principal these presents:
	PAYMENT	BOND			
In an ar Maximu the Con provision or about any wor Unempl- for any the Fra CONTR the Rev that the sum spe a reason	mount equal to One Hundrum Contract Value. The contractor or his Subcontractors, provender or other suppt the performance of the Web or labor thereon of any king on the suppersonance of the Web or labor thereon of any king or labor that amounts required to be deductive. Tax Board from the ACTOR and his Subcontract and Taxation Code, with surety will pay for the same crified above, and also, in catable attorney's fee, to be fix	ed Percent (100%) of the above idition of this obligation is that if rs, fail to pay for any materials, lies, or teams, used in, upon, for ork contracted to be done, or for ind, or for amounts due under the respect to such work or labor, or ucted, withheld, and paid over to he wages of employees of the ctors pursuant to Section 18806 of th respect to such work and labor, in an amount not exceeding the ase suit is brought upon the bond, ed by the court.	This bond is exect 3247 et seq. of the inure to the benefit entitled to file clair 3181 of the Civil C This bond covers clon which this bond of the coverage o	ated in accordance with the Civil Code and acts ament of any and all persons, come under and by virtue of ode and acts amendatory the laims whether such claims a lis issued.	e requirements of Section indatory thereof; and shall impanies, and corporations the provisions of Section ereof, or to their assigns. rise before or after the date
The Sur	rety, for value received, here	by stipulates and agrees that no changer shall in anywise affect its oblar or addition to the terms of the Co	hange, extension of time ligations on the above b	ionas, and it does never y	
Signed	and sealed this	5th	day of	May	20 23
	CONTRACTOR/PRINCI	PAL	(SURETY	\ .
By Title _	JOSE RAUL PRESIDENT	EXES			
Title_	PRESIDENT		Pietro M Address PO BOX Telephone Number	11053, Orange, CA 92 er (800) 763-9268	
Title_	JOSE RAUL PRESIDENT	ving certification:	Pietro M Address PO BOX Telephone Number Bond Number 02	11053, Orange, CA 92 er <u>(800) 763-9268</u> 4258035	
Title _	WNER will obtain the follow	ving certification: CERTIFICATION BY LO	Pietro M Address PO BOX Telephone Number Bond Number 02	11053, Orange, CA 92 er (800) 763-9268 4258035 Y CLERK'S OFFICE	856-1053
Title _	WNER will obtain the follow by certify: That the Surety named al	ving certification: CERTIFICATION BY LO bove has been certified by the State	Pietro M Address PO BOX Telephone Number Bond Number 02	11053, Orange, CA 92 er (800) 763-9268 4258035 Y CLERK'S OFFICE	856-1053
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END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 REVISED 01/05/2012 PAYMENT BOND (LABOR AND MATERIAL) 00 6113-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certifical document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California)	
County ofLos Angeles)	
on May 54, 2023 before me, Ang	el Nunez Notary Public
On Police Date	Here Insert Name and Title of the Officer
personally appeared Pietro Micciche	7
регопану арреагес	Name(s) of Signer(s)
subscribed to the within instrument and acknowled in the control of the control of the control of the person(年) action the person(年) action the person(年) action to the person to	
	I certify under PENALTY OF FERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
ANGEL NUNEZ Notary Public - California Los Angeles County Commission # 2321675 My Comm. Expires Mar 14, 2024	Signature of Notary Public
Place Notary Seal Above	
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DocuSign Envelope ID: FD6E7FC0-962C-4C69-AD6F-ADC56A827AFB bind the Company except in the manner and to the extent herein stated.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

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

Certificate No: 8205060-024102

POWER OF ATTORNEY

Liberty Mutual Insurar under the laws of the	nce Company is a corpo	ENTS: That The Ohio oration duly organized un collectively called the "G	nder the laws of t	he State of Massachuse	etts, and West Am	erican Insurance Com	pany is a corporation	duly organized
of these presents and persons.	d shall be as binding up	state of nd on its behalf as sure	if they have beer	nd deed, any and all un duly signed by the pro	dertakings, bonds esident and atteste	, recognizances and o ed by the secretary of	f the Companies in the	s, in pursuance eir own proper
thereto this19th	day of March	INSURATE STATE OF THE PROPERTY	TY INSURATION OF THE PROPERTY	ed officer or official of the state of the s	Liberty Mul The Ohio C West Amer	aual Insurance Compa assualty Insurance Co ican Insurance Compa arey, Assistant Secret	ny mpany any	
therein contained by s	of March Casualty Company, and signing on behalf of the	2021 before me perso d West American Insura corporations by himself ibscribed my name and	ance Company, a as a duly authori:	nd that he, as such, be zed officer.	eing authorized so	to do, execute the fo	regoing instrument for	(POA) verification inquiries, HOSUR@libertymutual.com
								r of Attorney (PC
Any officer of the	he Company authorized	ted pursuant to and by urance Company which. Power of Attorney. poration authorized for such attorneys-in-fact, gnizances and other sur on by their signature arigned by the President at any time by the Boots: Section 5. Surety Bot for that purpose in writ	ing by the chairm	an or the president, and	d subject to such I	imitations as the chair	man or the president	may prescribe,
bonds, recognize Company by the	zances and other surety	s may be necessary to y obligations. Such attoration of any such instruity the secretary.	neys-in-fact subje	ect to the limitations set	forth in their response	ective powers of attorn	ney, shall have full por	wer to bind the

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

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

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

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







Renee C. Llewellyn, Assistant Secretary



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

MEGAN K. REILLY
Interim Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

08/17/2021

REYES ELECTRICAL CONTRACTOR, INC 628 THOMPSON AVENUE GLENDALE, CA 91201

MARK HOVATTER

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small

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	08/17/2021	08/17/2024

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

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

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

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900010677.

Sincerely,

Lu ablh

Lorena Padilla-Melendez



Business Outreach Investing In Southern California Businesses

Certified Small Business Enterprise

Vendor Account Number: 171283

Jose Raul Reyes Reyes Electrical Contractor Inc 628 Thompson Ave Glendale, CA 91201

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Coalition of Southern California Public Agencies. Per our evaluation of the information, you provided in your application, and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. The following organizations recognize this certification:

The Metropolitan Water District of Southern California Port of Long Beach San Diego County Water Authority Los Angeles Unified School District Los Angeles Community College District

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized:

238210 - Electrical Contractors and Other Wiring Installation Contractors

SBE Certificate Effective Date: 02/06/23 SBE Certificate Expiration Date: 02/06/26

Work Performed by your company that falls within the NAICS code(s) listed above will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if it is determined that certification was knowingly obtained by false, misleading, or incorrect information and reserve the right to audit all statements. If any company attempts to falsify or misrepresent information to obtain certification, the company may be disqualified from participating in any contracts for up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, Vendors must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

Any changes in your status may impact your certification, and you must update your account information online. A copy of your data can be viewed by logging into your Vendor Profile and visiting the Small Business Certification tab.

Sincerely, John J. Arena Business Outreach Program Manager The Metropolitan Water District of Southern California

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153 Telephone (213) 217-7444 FAX: 213.217.6002



REYES ENGINEERING CORP. **628 THOMPSON AVENUE** GLENDALE, CA 91201 P 818-240-4060 F 818-240-4066

> info@reveselectric.com www.reyeselectric.com

LIC # 494277 / A. B. C7, C8, C10, C12, C16, C20, C36

May 11, 2023

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

Attn: Labor Compliance Department

Project Stabilization Agreement – New School Construction and Major Re:

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

Dear Madam:

This is to confirm Reyes Electrical Contractor, Inc., Dba, Reyes Engineering Corp. 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 (Job Order Contract R – 23015 / 2330000 – General Contracting Services) 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,

Electrical Contractor, Inc., Dba, Reyes Engineering Corp.

By:

Jose I

Bossier, Ronnie

From: Robert Cepillo <robert@reyeselectric.com>

Sent: Tuesday, May 23, 2023 8:23 AM

To: Bossier, Ronnie

Cc: Raul reyeselectric; Raul reyeselectric; Michael Reyes; Cindy Reyes; Leslie Reyes

Subject: Fw: LAUSD OCIP V Owner Controlled Insurance Program (OCIP) Enrollment Notification

for Contract Number: R-23015 2330000 WC Policy Number: 900 0199540 - #C337242

Attachments: Reyes_Electrical_Contractor_Inc_DBA_Reyes_Engineering_Corp_OCIP_V_-_JOC_Contracts_

COI_65456bc9-23aa-40a7-b9bf-e4e6c78d3796.pdf; SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Good morning, Ronnie.

Attached, please find OCIP Enrollment approval email for the above mentioned JOC.

Attached also is a copy of the certificate of insurance.

Please give us a call should you have any questions.

Thanks.

Robert Cepillo Office Engineer

Reyes Engineering Corp.

P (818) 240 4060

F (818) 240 4066

M (818) 390 0487

From: Ahila Nadar From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>

Sent: Tuesday, May 23, 2023 7:44 AM

To: Raul reyeselectric <raul@reyeselectric.com>; lausd.ocip@willistowerswatson.com

<lausd.ocip@willistowerswatson.com>

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

23015 2330000 WC Policy Number: 900 0199540 - #C337242

Attn: Raul Reyes

Reyes Electrical Contractor, Inc. DBA Reyes

Engineering Corp.

628 Thompson Avenue

Glendale, CA 91201

Parent Contractor Name: Los Angeles Unified School District

Work Location: OCIP V - JOC Contracts

Dear Raul,

Welcome, you have been enrolled into the LAUSD's OCIP V for work performed under contract number R-23015 2330000. 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. <u>"State you are under ESIS Medical Impact MPN"</u>

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

DATE (MM/DD/YYYY) 5/23/2023

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	\$2500 \$400 \$100 \$100 \$100 \$100 \$100 \$100 \$1	NAME: Irene Montes	
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (A/C, No, Ext): (415) 955-0239	
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Starr Indemnity & Liability	38318
INSURED	Reyes Electrical Contractor, Inc. DBA Reyes Engineering Corp. 628 Thompson Avenue Glendale, CA 91201	INSURER B: Starr Specialty Insurance Company	16109
		INSURER C: Starr Indemnity & Liability Company	
		INSURER D: Endurance Risk Solutions Assurance Company	
		INSURER E: ACE Property & Casualty Insurance Co.	8
		INSURER F: Ascot Specialty Insurance Company	

COVERAGES CERTIFICATE NUMBER: LASUDY - 00001267

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.

NSR LTR		TYPE OF IN	ISURAN	ICE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
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Α)- \			Y	Y	1000026031231	5/5/2023	5/1/2028	PERSONAL & ADV INJURY	\$	4,000,000
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		, describe under								E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESC	RIPTION OF OPERAT	IONS b	elow						E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number R-23015 2330000. The coverage is effective from the start date of the contract, 5/5/2023, through the completion of the work onsite, or completion of the project, whichever is first.

Location PSA - General Contracting Services

CERTIFICATE HOLDER	CANCELLATIO
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Los Angeles Unified School District 8625 Rex Road Pico Rivera, CA 90660 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



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	5/5/2023	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	5/5/2023	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	5/5/2023	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	5/5/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	5/5/2023	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	5/5/2023	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	5/5/2023	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -Shepherd Specialty Insurance Services, Inc. -Н Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE

COMPANY -

J



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2023

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 conforming to the certificate holder in line of such and remove.

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER			CONTACT NAME:			
Brown & Brown Insurance Brokers of Sacramento, Inc.			PHONE (A/C, No, Ext):	(800) 228-3380	FAX (A/C, No):	800) 783-0083
6030 West Oaks Blvd., Suite 190			E-MAIL ADDRESS:			
				INSURER(S) AFFORDING COVERAGE		NAIC#
Rocklin	CA	95765	INSURER A:	CUMIS Specialty Insurance Comapny, In	ıc.	12758
INSURED			INSURER B:	Nautilus Insurance Company		17370
Reyes Electrical Contra	ctor Inc.		INSURER C:			
628 Thompson Ave			INSURER D :			
			INSURER E :			
Glendale	CA	91201	INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	CL235484797		REVISION NUM	IBER:	

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

INSR LTR		TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	 S
LIK	×	COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLIST NOMBER	(MIM/DD/1111)	(WIWI/DD/1111)	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
								MED EXP (Any one person)	\$ 5,000
Α			Y	Y	CSCU0100565	02/27/2023	02/27/2024	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGRE <u>GATE</u> LIMIT APP <u>LIES</u> PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB COCCUR						EACH OCCURRENCE	\$ 2,000,000
В	\times	EXCESS LIAB CLAIMS-MADE	Y		AN1278074	02/27/2023	02/27/2024	AGGREGATE	\$ 2,000,000
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
		i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
	Co	ntractor's Pollution Liability						Each Occurrence	\$1,000,000
Α	Contractor's Foliution Liability				CSCU0100565	02/27/2023	02/27/2024	Aggregate	\$1,000,000

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

Certificate holder(s) is/are included as an Additional Insured under Commercial General Liability policy per endorsements CG 20 10 04 13 and CG 20 37 04 13 as required by written contract. Primary and Non-Contributory wording applies per endorsement CSGL 00233 00 08 16. Waiver of Subrogation applies per endorsement CG 24 04 05 09. Excess policy only applies to the Excess policy per attached Schedule of Underlying Insurance, form DE 25 10 10 21. Excess policy follows form per the terms and conditions of the Excess Policy. All other terms, conditions & exclusions of the policies apply.

RE: Contract# JOC R- 23015 / 2330000; District Wide - Los Angeles

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.		
333 S. Beaudry Avenue			AUTHORIZED REPRESENTATIVE		
ļ	Los Angeles	CA 90017			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2023

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER CONTACT Mike Ustavan IS ATTACK PHONE (A/C, No, Ext): (323) 721-5052 E-MAIL USTAYAN INSURANCE AGENCY FAX (A/C, No): (323) 721-1268 E-MAIL ADDRESS: Repropering the or light is not responding 1800 W.BEVERLY BL. SUITE105 INSURER(S) AFFORDING COVERAGE NAIC # MONTEBELLO INSURER A: INTEGON NATIONAL INSURANCE COMPANY CA 90640 INSURED INSURER B : REYES ELECTRICAL CONTRACTOR, INC. INSURER C INSURER D : 628 THOMPSON AVE INSURER E : **GLENDALE** CA 91201 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY FASS BANGEL I **GENERAL AGGREGATE** GEN'L AGGREGATE LIMIT APPLIES PER-PRODUCTS - COMP/OP AGG \$ POLICY PRO-JECT TENERAL PROPERTY OF COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 1,000,000 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED ALL OWNED X 01/27/2023 01/27/2024 2006060863 **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS \$ \$ UMBRELLA LIAB EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATU-TORY LIMITS ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ELECTRICAL CONTRACTOR , Principal (I) Pera Ber Ber (1906), an area so screen above CONTRACT TITTLE: JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES CONTRACT NUMBER: JOC R - 23015/2330000 PROJECT LOCATION: DISTRICT WIDE - LOS ANGELES ADDITIONAL INSURED: LOS ANGELES UNIFIED SCHOOL DISTRICT CERTIFICATE HOLDER CANCELLATION name in SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE LOS ANGELES UNIFIED SCHOOL DISTRICT THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. tien liebe walke gewood to be week de meeting treet geen 333 BEAUDRY AVE AUTHORIZED REPRESENTATIVE LOS ANGELES CA 90017 MIKE USTAYAN

ACORD 25 (2010/05)

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-09-2023

GROUP:

POLICY NUMBER: 1298942-2022 CERTIFICATE ID:

225

CERTIFICATE EXPIRES: 09-01-2023

09-01-2022/09-01-2023

LOS ANGELES UNIFIED SCHOOL DISTRICT ATTN CONTRACT SECTION 333 S BEAUDRY AVE LOS ANGELES CA 90017-1466

SC

JOB: JOB ORDER CONTRACT, GEN CONTRACTNG SVCS

CONTRACT # R-23015 2330000

LOS ANGELES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

REYES ELECTRICAL CONTRACTOR, INC. 929 W MOUNTAIN ST **GLENDALE CA 91202**

SC

[TTP,CN]

PRINTED: 05-09-2023



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-09-2023

GROUP:

POLICY NUMBER:

1298942-2022 225

CERTIFICATE ID:

CERTIFICATE EXPIRES: 09-01-2023

09-01-2022/09-01-2023

LOS ANGELES UNIFIED SCHOOL DISTRICT ATTN CONTRACT SECTION 333 S BEAUDRY AVE LOS ANGELES CA 90017-1466 SC

JOB: JOB ORDER CONTRACT, GEN CONTRACTNG SVCS

CONTRACT # R-23015 2330000

LOS ANGELES

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

REYES ELECTRICAL CONTRACTOR, INC. 929 W MOUNTAIN ST GLENDALE CA 91202 SC

[TTP,CN]

PRINTED : 05-09-2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations	
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

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

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations	
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

However:

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

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

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

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Any construction project where you have agreed to provide a separate Designated Construction Project General Aggregate Limit under a fully executed written contract, provided such contract was executed prior to an "occurrence" or loss

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - **2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- **D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement, effective: 02/27/2023

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: CSCU01-00565 Issued to: Reyes Electrical Contractor Inc. By: CUMIS Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT (BLANKET)

Name of Person or Organization	Name of Project
Any person or organization to whom the Named Insured has agreed by a written contract that was fully executed prior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	fully executed prior to an "occurrence".
Effective Date: 02/27/2023	

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage A and not otherwise excluded in the policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

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

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

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

SCHEDULE OF UNDERLYING INSURANCE

□his Schedule of "underl⊡ing insurance" is incor⊡or attached□	ated into and made ⊡art of the Declarations to which it is
Commercial General Liability (01)	
Com□an□□ CUMIS S□ecialt□ Insurance Com□an□, CSCU□□-□□□□□□	Polic Period rom
Co⊡erage⊡Occurrence	
Limits of Insurance □ach Occurrence □eneral Aggregate Products-Com□leted O□erations Aggregate Personal And Ad□ertising In□ur□	
Employee Benefits Liability Com_an_CUMIS S_ecialt_Insurance Com_an_ CSCU	Polic Period rom
Co⊡erage□Occurrence	
Limits of Insurance □ach □ rongful Act Aggregate	