

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 14, 2024

Email: rbrothersinc@gmail.com

R BROTHERS, INC.
702 Celis Street
San Fernando, CA 91340

NOTICE OF AWARD

RFQ / Contract No: **R-24043 / 2430035**
SAP Contract No.: **4400013343**
Project: **JOB ORDER CONTRACTING**
Project Description: **GENERAL CONTRACTING SERVICES (PSA)**
Contract Amount: **\$500,000 (BID ADJUSTMENT FACTOR 1.3888)**
Contract Duration: **365 Calendar Days**

This is your notice that you have been awarded the contract for the above-referenced project on **June 14, 2024**, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

If you should have any questions regarding the award of the contract, please send an email to ronnie.bossier@lausd.net or call me at 213-241-1527.

Sincerely,

DocuSigned by:

Ronnie Bossier

FDEF83F64244428...

Ronnie Bossier
Contract Administration Analyst

c:

C. Mount	C. Pettus, Prequal	B. Rios, A/P
B. White	WTW (OCIP)	J. Gomez
F. Del Cerro	R. Lim, FPPS	F. Karimi
C. Mangin	E. Tran, PSA	

DOCUMENT 00 4100

BID AND ACCEPTANCE FORMBidder Name: R Brothers, Inc.**1.01 BID SUBMISSION INSTRUCTIONS**

- A. Submit this form, along with the Required Bid Forms, electronically as indicated in Section 00 2113 Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID SUBMITTAL DUE DATE: No later than 3:00 PM May 28, 2024**1.03 PROJECT IDENTIFICATION:**

- B. 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) RFQ/BID NO. R-24043 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
1 2 _____

1.05 BID ADJUSTMENT FACTOR(S)

- A. 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.
- B. Contract Term (12 months from Notice of Contract award or expenditure of the \$8,660,000 Maximum Contract Value, whichever occurs first)

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

1.

1

 .

3

8

8

8

Utilize four decimal places. Use conventional rounding.

1.06 Cost of Non Pre-Priced Task

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

1. Complete Specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
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:

$$\text{COST OF NON PRE-PRICED TASK} = A + B + C + D$$

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) x 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.

BID DATE: May 28, 20 24By R Brothers, Inc.
(Firm Name as it appears on Contractor's State License)
(Signature of authorized person to sign bid)Print Name: Shahrooz RostamiBusiness Address: 702 Celis Street
San Fernando, CA 91340Contractor License No.: 310-696-9406Phone No. 866-234-9579Email Address: rbrothersinc@gmail.com

FOR PROCUREMENT USE ONLY

Contract Number
2430035☐ with Plans
☐ with Specs

1.10 ACCEPTANCE

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

R BROTHERS, INC.

{Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts}

CORPORATION

{sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as **JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-24043) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE)**. CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract. The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

Article 7 - 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 estimated contract range is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Eight million Six Hundred Sixty Thousand Dollars (\$8,660,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the JOC Contract is 12 months or whenever the maximum value of the JOC Contract is achieved, whichever is less. The initial value of the JOC Contract may be increased up to the maximum total dollar amount of eight million, six hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by the District. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the JOC Contract.

An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during the term.

It is understood and agreed that all applicable taxes are included in the Contract Value and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

6/14/2024

Executed on _____, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

By: Gayane Stepanyan

Chief Procurement Officer or Designee

Gayane Stepanyan

Print Name: _____

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-24043

RELEASED 04/08/2024
BID AND ACCEPTANCE FORM
00 4100-5

DOCUMENT 00 4500

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: R Brothers, Inc.

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

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

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

1.02 ETHICS POLICY

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

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

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

<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

- C. The OWNER Ethics Policy is available online through the following link:
<https://achieve.lausd.net/Page/14037>
- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
1. Do you or others in your organization do the following: *(please check all that apply)*

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

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

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

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

OR

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

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

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

Item	Total
Salaries, wages, and commissions for the people who conduct these activities	\$
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.

Bidder Name: R Brothers, Inc.

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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


[] Have, ☒ have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.

1.08 BIDDER CERTIFICATION

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

Executed on 05/28/2024, at San Fernando, California.

By:  Title: President
Signature and Title of Bidder Representative

Print Name: Shahrooz Rostami

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

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

END OF DOCUMENT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

1.01 GENERAL

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

State of California

County of Los Angeles

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

President

(Name of person signing bid)

R Brothers, Inc.

(Name of Licensee Bidding)

is the party making the

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

Bidder Name R Brothers, Inc.
Name as it appears on Contractor's State License

Check One:

Sole Ownership ☐IRS Employers Identification Number: 26-1857905Partnership ☐

Contractor's State License: 956208 B, C-8
Number Classification(s)

Corporation ☒Name of License Holder: Shahrooz RostamiOther ☐Expiration Date: 12/31/2024Address 702 Celis StreetPhone (310) 696-9406City San Fernando State CA Zip Code 91340Fax (866) 234-9579

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

By Shahrooz Rostami
Print Name

Signature and Title

- President

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

Dated this 28 day of May 20 24

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

END OF DOCUMENT

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

RELEASED 04/08/2024
NON-COLLUSION AFFIDAVIT
00 4519-1



May 22, 2024

Los Angeles Unified School District
333 S. Beaudry Avenue
Los Angeles, CA 90017

RE: R Brothers Inc. - Prequalification

To Whom It May Concern:

Please consider this letter as confirmation of the bondability of R Brothers Inc. This contractor is bonded by Employers Mutual Casualty Company, which has a treasury limit of \$160,456,000 and an "A" XIV (Excellent) A. M. Best rating, and Financial Size Category XIII.

Employers Mutual Casualty Company will issue bid bonds, performance bonds and labor and material bonds for the above captioned subject to our normal underwriting considerations for single limits in the range of \$15,000,000 and an aggregate limit of approximately \$30,000,000. EMCC is willing to consider supporting them on jobs which exceed this range on a job by job basis.

It is our pleasure to introduce R Brothers Inc. to you in accordance with your pre-qualification process. If you have any questions regarding this account, please do not hesitate to contact our office. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. Any issuance of bonds is strictly a matter of underwriting information presented to EMC Insurance at the time and does not include third parties in that process. This is issued only as a bonding reference requested of us by our client.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adriana Valenzuela", with a long, horizontal, wavy line extending to the right.

Adriana Valenzuela
Attorney-In-Fact

16150 N. Arrowhead Fountains Center Dr., Ste. 350, Peoria, AZ 85382 | P.O. Box 5760, Peoria, AZ 85385-5760 | 623.760.1500 | 800.432.8422 | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

P.O. Box 712 • Des Moines, Iowa 50306-0712



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Adriana Valenzuela, Cynthia J. Young, Kassandra De Leon

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

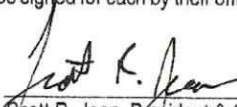
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.


AUTHORITY FOR POWER OF ATTORNEY

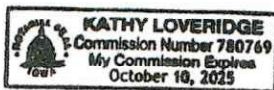
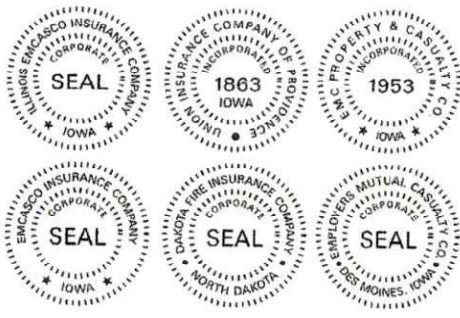
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

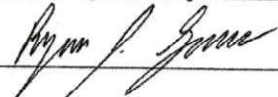
My Commission Expires October 10, 2025.


 Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of May, 2024.


 Ryan J. Springer
 Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07690

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

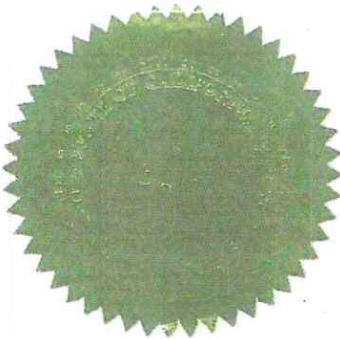
Employers Mutual Casualty Company

of Des Moines, Iowa, organized under the
laws of Iowa, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of March, 2003, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of March, 2003



By

John Garamendi
Insurance Commissioner
[Signature]
Victoria S. Sidbury
for Ida Zodrow - Acting Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

INTER-OFFICE CORRESPONDENCE
Los Angeles Unified School District

TO: Gayane Stepanyan
Asst. Contract Administration Manager

FROM: Ronnie Bossier
Contract Administration Analyst

DATE: June 14, 2024

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 2430035

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-24043
CONTRACT DESCRIPTION: GENERAL CONTRACTING SERVICES (PSA)

The contract award amount is \$500,000.00. The estimated contract range is \$25,000.00 to Maximum Contract Value of \$8,660,000.00. The contract period is 365 calendar days. An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during this term.

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

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

ACCOUNTING LINES				
CONTRACT NO. / BID NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2430035 RFQ / Bid NO. R-24043	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

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

✕ Recommendation to Award
prepared by:

DocuSigned by:
Ronnie Bossier
6/14/2024
Ronnie Bossier, Contract Administrator (Signature/date)

Bossier, Ronnie

From: Pettus, Courtney
Sent: Tuesday, June 11, 2024 2:33 PM
To: Bossier, Ronnie
Subject: RE: EMR's for RFQ R-24043

Hi Ronnie,

Please see below....

PS... thanks for the table is make it much faster.



Procurement Services Division

Courtney Pettus

Assistant Contract Administration Manager

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-1289 – Cubicle 28-110-05

Email: courtney.pettus@lausd.net

Credo: We are a Team. We work with one another collaboratively
 and are empowered to do our jobs to the highest level and standards.
 We provide best in class customer service and meet or exceed
 industry standards.

From: Bossier, Ronnie <ronnie.bossier@lausd.net>
Sent: Tuesday, June 11, 2024 1:55 PM
To: Pettus, Courtney <courtney.pettus@lausd.net>
Subject: EMR's for RFQ R-24043

Hi Courtney,

Please provide EMR's for the following contractors for use on the Recommendation to Award for RFQ R-24043 (General Contracting Services):

Contractor	License#	EMR
Reyes Electrical Contractor, Inc.	494277	.80
Alternate Power & Construction, Inc.	958181	.86
Thomasville Construction, Inc.	585556	.75
R Brothers, Inc.	956208	.88
Beta Investments & Contracts, Inc.	488644	.86
MIK Construction, Inc.	921766	.75
Fredrick Towers, Inc.	572986	.83
Geronimo Concrete, Inc.	770018	.74

California Certified Construction & Electrical, Inc.	989029	1.0
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Let me know if anything else is needed.

Thanks much,



Procurement Services Division

Facilities Contracts

Ronnie Bossier

Contract Administration Analyst

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-1527 – Cubicle 28-136-8

Email: ronnie.bossier@lausd.net

Credo: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 6, 2024

SENT VIA EMAIL: rbrothersinc@gmail.com

R BROTHERS, INC.
702 Celis Street
San Fernando, CA 91340

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. R-24043 / 2430035
Contract Type: JOB ORDER CONTRACT
Contract Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.3888)
Contract Duration: 365 Calendar Days

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

Within **five (5)** business days of this notice, by **June 13, 2024**, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to ronnie.bossier@lausd.net, 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: **R Brothers, Inc.**
- X Commercial General Liability
- X Automobile Liability (Owned, hired, and non-owned)
- X Workers Compensation
- 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.
- You are responsible for reviewing the most current LAUSD OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/Page/1008>) or WTW website <https://cp.wtwcompas.com>.
 - **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 promptly.
 - **Requirements of an EXCLUDED CONTRACTOR:** As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at [Willis Towers Watson Insurance Services West, Inc](#) to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

- **Required from All contractors:** An original Certificate of Liability Insurance, executed by an authorized insurer. **Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
 - **Commercial General Liability**, including bodily injury and property damage
 - **Automobile Liability** (Owned, hired, and non-owned)
 - **Workers Compensation & Employer's Liability Insurance**
 - **Contractor's Pollution Liability (CPL) - Excluded Contractors**
- **Enrolled Contractors** must provide evidence of Workers Compensation, Commercial General Liability, and Excess/Umbrella Liability Insurance for **Off-Site activities** and Automotive Liability Insurance for both **On-Site and Off-Site** activities as specified in the contract.
- Send the Certificate of Insurance to Procurement (Contract Administrator) with a Cc to WTW Insurance Services at LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.
- **Excluded Contractors** must provide evidence of Workers Compensation, Commercial General Liability, Excess/Umbrella Liability, Automobile Liability

and Contractors Pollution Liability (CPL) for all activities **including both On-Site and Off-Site** activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to [Willis Tower Watson](#), upload it into WTW COMPAS, emailed to the following: LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.

- X 4. A signed **Letter of Assent** (Attachment A to the Project Stabilization Agreement (PSA)). A Letter of Assent **must be executed and submitted by the prime contractor and all listed subcontractors to both Facilities Contracts (JOC UNIT) and Labor Compliance Department.** Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. **Facilities Construction Contracts will NOT award any contract until ALL Letters of Assent for the Prime Contractor and the listed subcontractors have been received.** See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on June 11, 2024, at San Fernando, California
Date City


Signature of Authorized Officer

Shahrooz Rostami
Print Name

President
Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you have any questions regarding this notice, please 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: 2024.06.06 14:34:33 -07'00'

Ronnie Bossier
Contract Administration Analyst

c: WTW Insurance Services
Inspection Section
File

Bond No: S045319
Premium: \$8,500.00
Premium is for the contract term and
is subject to adjustment based on
Final contract price

DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and R. Brothers, Inc.

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

denominated as number R-24043 / 2430035,

described as Job Order Contract -
General Contracting Services (PSA) at _____

and is in the Maximum Contract Value of \$500,000.00,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Employers Mutual Casualty Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of Five Hundred Thousand AND NO/100 Dollars (\$500,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

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

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

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

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.

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

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

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 10th day of June 2024

CONTRACTOR/PRINCIPAL

R. Brothers, Inc.

By Shahrooz Rostami

Title President

Surety Name Employers Mutual Casualty Company

Address of Surety P.O. Box 712, Des Moines,
Iowa 50306-0712

Telephone Number 515-345-2689

Bond Number S045319

By Kassandra De Leon

Attorney-in-Fact Kassandra De Leon
Address 685 East Carnegie Dr., Suite 265

San Bernardino, CA 92408

Telephone Number 909-886-9861

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of the above Contract Value.

Dean C. Logan, County Clerk

Date _____

By _____

Deputy

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

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07690

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Employers Mutual Casualty Company

of Des Moines, Iowa, organized under the
laws of Iowa, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of March, 2003, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of March, 2003.



By

John Garamendi
Insurance Commissioner

Victoria S. Sidbury
for Ida Zodrow - Acting Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**KNOW ALL MEN BY THESE PRESENTS, that:**

- | | |
|---|--|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kassandra De Leon

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number R Brothers Inc

S045319

Obligee:
 Los Angeles Unified
 School District

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

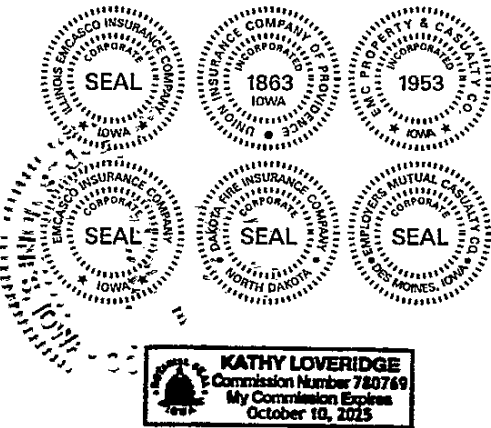
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of June, 2024.

Ryan J. Springer
 Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**Civil Code § 1189**

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

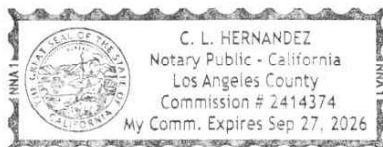
State of California)
) ss

County of Orange)

On JUN 10 2024, before me, C. L. Hernandez, Notary Public, personally appeared Kassandra De Leon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



(Seal)

Signature: _____

C. L. Hernandez
C. L. Hernandez, Notary Public

DOCUMENT 00 6113

Bond No: S045319
Premium is included
in Performance BondPAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and R. Brothers, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated June 14, 2024for R-24043 / 2430035 Job Order Contract – General Contracting Services (PSA)

Contract

Amount \$500,000.00

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety,

are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

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

This bond is executed in accordance with the requirements of Section 3247 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil Code and acts amendatory thereof, or to their assigns. This bond covers claims whether such claims arise before or after the date on which this bond is issued.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in anywise affect its obligations on the above bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents.

Signed and sealed this 10th day of June 2024CONTRACTOR/PRINCIPAL
R. Brothers, Inc.By Shahrooz DastaniTitle President

SURETY

Employers Mutual Casualty CompanyBy Kassandra De Leon, Attorney-in-FactAddress P.O. Box 712, Des Moines, Iowa 50306-0712Telephone Number 515-345-2689Bond Number S045319

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. That the Surety named above has been certified by the State Insurance Commissioner as an admitted Surety Insurer and that such authority is in full force and effect.
2. That there is on file in this office the financial statement of the surety for the period ending _____ showing capital and surplus not less than ten times the amount of the above Contract Value.

Dean C. Logan, County Clerk

Date _____

By _____

Deputy

(THIS DOCUMENT ~~CANNOT BE ALTERED, MODIFIED, OR CHANGED~~)
END OF DOCUMENTJOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043REVISED 01/05/2012
PAYMENT BOND (LABOR AND MATERIAL)
00 6113-1

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 07690

Amended

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Employers Mutual Casualty Company

of Des Moines, Iowa, organized under the
laws of Iowa, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,

Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4th
day of March, 2003, I have hereunto
set my hand and caused my official seal to be affixed this
4th day of March, 2003.



By

John Garamendi
Insurance Commissioner
[Signature]
Victoria S. Sidbury
for Ida Zodrow - Acting Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kassandra De Leon

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number R Brothers Inc

Obligee:
Los Angeles Unified
School District

S045319

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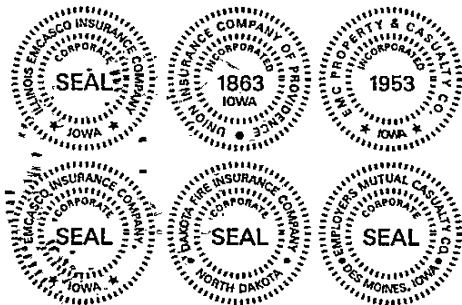
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Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of June, 2024.

Ryan J. Springer
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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State of California)

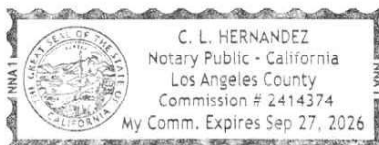
) SS

County of Orange)

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

WITNESS my hand and official seal.



(Seal)

Signature:

C. L. Hernandez, Notary Public

VERIFICATION OF BONDS

☐ Bond not verified

☒ Bond verified

Contractor Name: **R BROTHERS, INC.**

RFQ# / CONTRACT NO.: R-24043 / 2430035

BOND NO.: S045319 VENDOR NO.: 11141

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
06/12/2024	Employers Mutual Casualty Company	06/10/2024	P.O. Box 712 Des Moines, IA 50306-0712	909-886-9861
			Bond Verified by: Kassandra De Leon	

VERIFIED BY: Ronnie Bossier **RB**

Company Complaints

Enforcement Action
Consumer Complaint
Study

Additional Information

View
Financial Disclaimers

Company Profile Search | Lines of Insurance Search | Other Insurance Entities

Company Profile Search

Please enter a company name, or part of a company name, and press the 'Get Companies' button to start your search. From there you will be able to access information about a company's location, complaint history, and financial information.

In addition to this service, you can review [your agent's licensing history](#) and gather [basic pricing information](#).

For other search options, you can select 'Lines of Insurance Search' or 'Other Insurance Entities' from the top navigation menu.

Company Name

employers mutual casualty company

Clear

Get Companies

Legal Name	Company ID (EID)	NAIC #	NAIC Group #	NAIC Group Name	CA #	Company Category Type	Company Status	Domicile State
EMPLOYERS MUTUAL CASUALTY COMPANY	3491	21415	62	EMC INS CO GRP	1575- 0	Insurer	Unlimited- Normal	IA



ATTACHMENT A

LETTER OF ASSENT

Project Labor Coordinator
c/o The Los Angeles Unified School District 333 S. Beaudry Avenue
Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

To whom this may concern:

This is to confirm that **R Brothers, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **RFQ/Contract No. R-24043/2430035 JOC General Contracting Services (PSA)**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

R Brothers, Inc. By:

A handwritten signature in black ink, appearing to read 'Shahrooz Rostami', written over a horizontal line.

Shahrooz Rostami – President

Contractor's State License No: 956208

Project Name: JOC-General Contracting Services (PSA)

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consist with Article II, Section 2.5(b)].



Address: 702 Celis St. San Fernando, CA 91340
Phone: 310.903.5800 Cell: 310.696.9406 Fax: 866.234.9579
Email: info@rbrothersinc.com

Bossier, Ronnie

From: Sachin Sonawane From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>
Sent: Wednesday, June 12, 2024 11:51 AM
To: vickie.crenshaw@wtwco.com; Bossier, Ronnie; Sandra Reyes; Irene Montes
Subject: Welcome Letter - Contract#: R-24043-2430035 X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199466 - #C387618
Attachments: R_Brothers_Inc_OCIP_V_-_JOC_Contracts_COI_d9d1aa34-501d-4a7a-938f-e4fb36e9e361.pdf; SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Attn: **Sandra Reyes**

R Brothers, Inc

702 Celis St

San Fernando, CA 91340

Work Location: - **MSTR | Master**

Re: OCIP V Projects

Owner Controlled Insurance Program (OCIP)

Enrollment - Notification for Contract Number: **R-24043-2430035**

X X X X X

WC Policy Number: **900 0199466**

Enrollment Effective Date : **06/11/2024**

Dear Sandra,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number **R-24043-2430035 X X X X X**. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the - MSTR | Master project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through

the LAUSD Risk Management website (<https://achieve.lausd.net/site/default.aspx?PageID=1008>) or via the WTW ComPAS website.

- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- A Claims Kit will be posted online in the WTW COMPAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (<https://cp.wtwcompas.com>)

Sincerely,

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

Enclosures:
Certificate of Insurance
Sample Enrolled Parties Certificate

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/12/2024

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 Willis Towers Watson 300 South Grand Avenue, Suite 2000 Los Angeles, CA 90071	CONTACT NAME: Irene Montes	
	PHONE (A/C, No, Ext): (415) 955-0239	
	E-MAIL ADDRESS: irene.montes@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Starr Indemnity & Liability	38318
INSURED R Brothers, Inc 702 Celis St San Fernando, CA 91340	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.	
	INSURER F: Ascot Specialty Insurance Company	

COVERAGES**CERTIFICATE NUMBER: LAUSDV - 00004786****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			1000026031231	6/11/2024	5/1/2028	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 0
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/ OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
	OTHER							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTO					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTO ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/>						\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000588359231	6/11/2024	5/1/2028	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						Prod-Comp/Ops	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			900 0199466	6/11/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N						
	If yes, describe under						E.L. EACH ACCIDENT	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							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-24043-2430035 X X X X X. The coverage is effective from the start date of the contract, 6/11/2024, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master**CERTIFICATE HOLDER****CANCELLATION**

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

DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

<u>Insurer</u>	<u>Policy #</u>	<u>Eff.Date</u>	<u>Exp.Date</u>	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	6/11/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	6/11/2024	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	6/11/2024	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	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	6/11/2024	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	6/11/2024	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	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2024

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 The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	CONTACT NAME: Ann Zollicoffer PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: Ann.Zollicoffer@libertycompany.com INSURER(S) AFFORDING COVERAGE INSURER A: Progressive Insurance INSURER B: General Star Indemnity INSURER C: INSURER D: INSURER E: INSURER F:
INSURED R Brothers Inc. 702 Celis St San Fernando CA 91340	NAIC # 37362

COVERAGES**CERTIFICATE NUMBER:** CL241391535**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			976123283	01/02/2024	07/02/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: RFQ/Contract #R-24043/2430035, Job Order Contract - *10 day notice of cancellation will be sent for nonpayment of premium.
 Los Angeles Unified School District is additional insured and loss payee

CERTIFICATE HOLDER**CANCELLATION**

Los Angeles Unified School District, Facilities Service Division - JOC Unit 333 S. Beaudry Ave., 28th FL Los Angeles CA 90017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
06/07/2024

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

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

PRODUCER	Contractors Best Insurance 21200 Oxnard St 245 Woodland Hills CA 91365-	CONTACT NAME: Shilo Losino	PHONE (A/C, No, Ext): (818)667-7656	FAX (A/C, No): (954)200-8733	
		E-MAIL ADDRESS: Shilo@ContractorsBEstIns.com			
INSURED	R Brothers Inc. 702 Celis St San Fernando CA 91340-	INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Evanston Insurance Co			35378
		INSURER B: Kinsale Insurance Company			38920
		INSURER C: Loyds of London			
		INSURER D: STATE COMPENSATION INS FUND			35076
		INSURER E: Western World Insurance Company			
		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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	NPP8916793	06/27/2023	06/27/2024
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			EZXS3137212	11/15/2023	11/15/2024
						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Over GL & Comm Auto \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9214766-23	07/20/2023	07/20/2024
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ANE4687306-23	06/24/2023	06/24/2024
B	2nd Umbrella Over \$5M Umbrella, GL & Auto			01002796420	01/18/2024	06/27/2024
						Aggregate Limit 1,000,000 Single / Aggregate 4,000,000

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

RFQ / Contract No. R-24043 / 2430035
 Job Order Contract
 General Contracting Services (PSA)

Los Angeles Unified School District - Owner Controlled Insurance Program and all contractually required entities are additional insured on a primary & non-contributory basis for General Liability & excess liability policies. Workers compensation, General Liability and Excess applies to off-site for all operations. All other coverages listed apply on-site & offsite.

CERTIFICATE HOLDER

CANCELLATION

AI 004611

Los Angeles Unified School District (LAUSD)
 Procurement Division = JOC UNIT
 333 S. Beaudry Ave
 28th Floor
 Los Angeles
 CA 90017-

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

 AUTHORIZED REPRESENTATIVE
 

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

**COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

POLICY NUMBER: **NPP8916793**

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:
As required by written contract

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.

United States Environmental Protection Agency

This is to certify that



R Brothers, Inc.

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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires January 23, 2027

NAT-120221-3

Certification #

July 03, 2019

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

FIRM NAME	Vendor Number	License Number	LICENSE TYPE	Effective Date	Expiration Date	e-mail	FIRM PHONE	FAX	CONTRACTOR PERFORMANCE SCORE
PUB CONSTRUCTION INC	8694	788668	A B C15 C33 C54	01/09/24	01/08/25	chris.yi@pubconstruction.com	(909) 455-0187	(909) 455-0188	83.7
PYRAMID DESIGN AND CONSTRUCTION INC	9772	875171	B C15 C54	03/19/24	03/18/25	naderadeli@yahoo.com; usa.pyramid@gmail.com	(818) 224-4804	(818) 224-4413	88.3
R & H INDUSTRIES dba BEST ELECTRIC	8484	771334	C10	11/02/23	11/01/24	hyechu@rhbestelectric.com	(310) 354-9900	(310) 354-9911	87.1
R BROTHERS INC	11141	956208	B C-8	01/06/24	01/05/25	rbrothersinc@gmail.com	(310) 696-9406	(866) 234-9579	84.9
RELIABLE FLOOR COVERING INC	1220	839258	C15 C54	05/20/23	05/19/24	megan@reliablefloor.org	(805) 495-4811	(805) 497-4069	95.3
RELIABLE MONITORING SERVICES dba RMS CONSTRUCTION	11698	900304	A B C-7 C10 C16	09/09/23	09/08/24	rmendoza@rmslifesafety.com	(562) 676-2140	(805) 435-1647	96.4
REYES & SONS ELECTRIC INCORPORATED	108537	817091	B C10	10/27/23	10/26/24	dede@reyesnsonsinc.com	(818) 365-2030	(818) 365-2035	90.8
REYES ELECTRICAL CONTRACTOR INC dba REYES ENGINEERING CORP	1755	494277	A B C-7 C-8 C10 C12 C16 C20 C36	08/08/23	08/07/24	raul@reyeselectric.com	(818) 240-4060	(818) 240-4066	82.7
ROYAL CONSTRUCTION & BUILDERS INC	9338	857366	A B C-8 C33 C36	12/03/23	12/02/24	ben@theroyalconstruction.com	(310) 390-8656	(310) 390-8939	82.1
S J AMOROSO CONSTRUCTION CO LLC	0675	331024	A B	07/28/23	07/27/24	bdermatoian@sjamoroso.com	(714) 371-6802	(714) 433-2329	82.5
SADRA LLC	822657	1102962	B	07/25/23	07/24/24	alishekarhar@gmail.com	(949) 763-9581		89.4
SEAN KHAN CONSULTING COMPANY INC dba SKC COMPANY	11505	992118	B	09/22/23	09/22/24	melina.corona@skccompany.com	(909) 740-3120	(909) 726-9470	100.0
SHACK PLUMBING	11631	1001655	B C36 C34	02/16/24	02/15/25	shackplumbingco@gmail.com	(310) 678-2543	(310) 363-7278	98.1
SINANIAN DEVELOPMENT INC dba SINANIAN	3266	455273	A B	02/03/24	02/02/25	masis.kilarciyan@sinanian.com	(818) 996-9666	(818) 705-7914	94.0
SO CAL CONSTRUCTION INC	11562	962976	B C17 C33	04/27/23	04/26/24	jrod@so-cal-construction.com	(323) 455-1500	(323) 208-7170	87.2
SOUTH COAST INDUSTRIAL DOOR INC	800679	726936	D28	12/23/23	12/22/24	jessica@southcoastdoor.com	(951) 279-2424	(951) 279-2435	84.0
SOUTH COAST MECHANICAL LLC	9826	857144	B C4 C10 C20 C36	10/27/23	10/26/24	sgriffin@scfacilityservices.com	(714) 782-9640	(714) 678-3561	93.3
SUTTLES PLUMBING & MECHANICAL CORP	0432	268688	B C-4 C16 C20 C34 C36 C42 D40	11/03/23	11/02/24	prequal@suttlesplumbing.com	(818) 718-9779	(805) 856-2299	93.3

Los Angeles Unified School District Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

December 22, 2023

SENT VIA EMAIL:
rbrothersinc@gmail.com

R BROTHERS INC
702 Celis Street
San Fernando, CA 91340

FCC VENDOR #: 11141

Re: NOTICE OF PRIME CONTRACTOR PREQUALIFICATION APPROVAL

Dear Shahrooz Rostami:

Thank you for submitting your firm's prequalification questionnaire in order to bid on formal, competitively bid projects for the Los Angeles Unified School District. After reviewing your submittals, your firm has been approved to bid on projects with a rating of:

\$15,000,000.00

The effective date of your prequalification is **January 6, 2024** with an expiration date of **January 5, 2025**.

(Please note that it is your firm's responsibility to keep your prequalification current and to reapply at least thirty (30) business days before the expiration date as indicated above so that your prequalification status does not lapse.)

The rating is the maximum per project dollar limit to which your firm is pre-qualified to submit bids, providing your firm has the proper type of California contractor's license for that specific project, and meets all requirements for that rating. The number of such projects your firm can be awarded is without limitation governed by your firm's bonding capacity. Request to increase your firm's bid rating must be submitted and approved by the District at least one week prior to a bid opening, and MUST NOT BE INCLUDED in a sealed bid envelope.

Small Business Enterprise (SBE) Certification

Pursuant to Public Contract Code Section 2002, the SBE Policy of the Los Angeles Unified School District Board of Education includes a bid preference provision for Certified SBE contractors and Micro-businesses on low bid construction contracts valued up to one million dollars (\$1,000,000). The preference for Certified SBE is three percent (3%) of the responsive, responsible bid. The preference for Certified Micro-businesses is five percent (5%) of the responsive, responsible bid. This preference is used only to determine the winning bid and does not change the actual bid or contract award amount. Eligible bidders seeking this preference must include a copy of their current and valid SBE or Micro-business certificate with each bid submittal.

Only SBE Certification from LAUSD or one of the agencies listed below will be accepted at the time of bid submittal. However, if certification from one of the agencies below is provided, bidder must also submit an LAUSD SBE Certificate prior to the issuance of a Notice of Intent to Award (NOIA). To obtain LAUSD SBE Certification vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have an LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have an LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>.

If you do not have an LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain an SAP Vendor Number and apply for LAUSD SBE certification at <http://www.laschools.org/new-site/small-business/sbe-certification>.

- State of California – Department of General Services
- Metropolitan Water District of Southern California
- City of Los Angeles
- Los Angeles Metro
- Los Angeles County

If you have any questions regarding your firm's prequalification status, please contact the Prequalification Unit at (213) 241-2651 or prequalification@laschools.org.

Courtney Pettus
Assistant Contract Administration Manager
Prequalification Unit

c: File

- ☐ Marble Mason/Finisher
- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher
- ☐ Tile Setter/Finisher
- ☐ Water Well Driller

Apply

Registrations

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R BROTHERS INC

[View Details](#) [+ Add to My List](#)

Detail:

Registration Number: 1000005792
Status: Active
CSLB Number: 956208
Legal Entity Type: Corporation
Mailing Address: 702 Celis Street
San Fernando
CA 91344
County: Los Angeles
Craft: General Building
Email: rbrothersinc@gmail.com

Registration History

Effective Date	Expiration Date
7/1/2023	6/30/2026
7/1/2020	6/30/2023
7/1/2019	6/30/2020
6/11/2018	6/30/2019
6/19/2017	6/30/2018
6/22/2016	6/30/2017
6/11/2015	6/30/2016
1/15/2015	6/30/2015

DBA

Name



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO
Superintendent of Schools

CHRIS MOUNT
Chief Procurement Officer

KRISZTINA TOKES
Chief Facilities Executive

YVETTE MERRIMAN-GARRETT
*Director of Contracts Administration and
Procurement Services*

LORENA PADILLA-MELENDZ
*Director of Community Relations and Small
Business*

07/27/2023

R BROTHERS, INC.
702 CELIS STREET
SAN FERNANDO, CA 91340

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:

Micro Business Enterprise | 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
Micro Business Enterprise		07/27/2023	05/31/2025

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

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

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

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

Small Business Program office: (213) 241-1340
Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900013073.

Sincerely,

Lorena Padilla-Melendez
Director of Community Relations and Small Business

Printed on: 6/9/2023 4:38:29 PM

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



Office of Small Business & DVBE Services

Certification ID: 1800827

Legal Business Name:
R BROTHERS INC

Doing Business As (DBA) Name 1:
R BROTHERS INC

Doing Business As (DBA) Name 2:

Address:
702 Celis Street
San Fernando
CA 91340

Email Address:
rbrothersinc@gmail.com

Business Web Page:

Business Phone Number:
310/696-9406

Business Fax Number:
866/234-9579

Business Types:
Construction , Service

Certification Type	Status	From	To
SB(Micro)	Approved	05/26/2023	05/31/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at CaleProcure.CA.GOV

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

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



▼ Contractor's License Detail for License # 956208

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 5/12/2024 3:47:09 PM

Business Information

R BROTHERS INC
702 CELIS ST
SAN FERNANDO, CA 91340
Business Phone Number:(310) 696-9406

Entity Corporation
Issue Date 12/31/2010
Expire Date 12/31/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [B - GENERAL BUILDING](#)
- ▶ [C-8 - CONCRETE](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [BUSINESS ALLIANCE INSURANCE COMPANY](#).

Bond Number: G130630370347

Bond Amount: \$25,000

Effective Date: 07/30/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual SHAHROOZ ROSTAMI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/31/2010

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number:9214766

Effective Date: 07/20/2017

Cancellation Date: 06/06/2024

[Workers' Compensation History](#)