

# 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*

February 15, 2024

Email: [eric.freking@jci.com](mailto:eric.freking@jci.com)

**JOHNSON CONTROLS, INC.**  
5770 Warland Drive, Suite A  
Cypress, CA 90630

### NOTICE OF AWARD

**RFQ / Contract No:** R-24017 / 2430018  
**SAP Contract No.:** 4400012682  
**Contract Type:** JOB ORDER CONTRACTING  
**Contract Description:** ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)  
CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE  
INSTALLATIONS  
**Contract Amount:** \$500,000 (BID ADJUSTMENT FACTOR 1.3500)  
**Contract Duration:** 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **February 15, 2024** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

If you should have any questions regarding award of contract, please send email to [xochitl.vargas@lausd.net](mailto:xochitl.vargas@lausd.net) or call me at 213-241-3102 (desk)

Sincerely,

Xochitl Vargas  
Contract Administration Analyst

C. Mount	C. Pettus, Prequal	B. Rios, A/P
B. White	WTW (OCIP)	J. Gomez
K. Kennedy	R. Lim, FPPS	F. Karimi
A. Tiongco	E. Tran, PSA	
	C. Curiel, Prequal	

# INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District

**TO:** **Gayane Stepanyan**  
Assistant Contract Administration Manager



**DATE:** February 14, 2024

**FROM:** **Xochitl Vargas**  
Contract Administration Analyst

**SUBJECT:** **RECOMMENDATION TO AWARD CONTRACT NO.: 2430018**

The following Contract is recommended for award.

**CONTRACT NAME:** JOB ORDER CONTRACT / RFQ / Bid No. R-24017  
**CONTRACT DESCRIPTION:** **ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)**  
**Category B – Public Address (PA) and Telephone Installations**

The contract amount is **\$25,000.00 - \$500,000.00**. The contract period is **365** calendar days. **JOHNSON CONTROLS, INC.** is one of the successful bidders.

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

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

		<u>ACCOUNTING LINES</u>		
<u>SCHOOL NAME AND PROJECT NO.</u>	<u>DOLLAR AMOUNTS</u>	<u>PROJECT WBS (123)</u>	<u>FUNCTIONAL AREA</u>	<u>GL ACCOUNT</u>
CONTRACT 2430018 RFQ / Bid NO. R-24017	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

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

**✘ Recommendation to Award prepared by:**

DocuSigned by:  
*Xochitl Vargas*

129B826B483F4A2

Xochitl Vargas, Contract Administrator

2/15/2024

(Signature/date)



# Los Angeles Unified School District Procurement Services Division

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DAVID D. HART  
Chief Business Officer

SUNG YON LEE  
Deputy Chief Business Officer

CHRIS MOUNT  
Chief Procurement Officer

January 17, 2024

Email: [eric.freking@jci.com](mailto:eric.freking@jci.com)

**JOHNSON CONTROLS, INC.**  
5770 Warland Drive, Suite A  
Cypress, CA 90630

## NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

**RFQ / Contract No. R-24017 / 2430018**  
**Contract Type: JOB ORDER CONTRACT**  
**Contract Description: ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA)**  
**CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS**  
**Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.3500)**  
**Contract Duration: 365 Calendar Days**

This is your notice that you were determined to be one of the qualified and prequalified bidders for the above-referenced project. It is the District’s intent to award the contract 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 **January 23, 2023**, you shall furnish to the JOB ORDER CONTRACTING UNIT via [email](mailto:xochitl.vargas@lausd.net) to [xochitl.vargas@lausd.net](mailto:xochitl.vargas@lausd.net), and **hard copies delivered** via express courier of your choice to **333 S. Beaudry Avenue, 28<sup>th</sup> Floor, 28-136-5, ATTN: XOCHITL VARGAS**, the documents indicated below:

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

## NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

- X 1. **Bonds** – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgment attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is **NOT** necessary for the contractor or surety to obtain the Los Angeles County Clerk’s Office certification prior to returning the bond to PROCUREMENT SERVICES DIVISION – JOC UNIT.
- X 2. Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized representative of insurer:
  - X Workers’ Compensation

- X Comprehensive General Liability
- X Automobile Liability (Owned, hired, and non-owned)
- X Pollution Liability (includes Asbestos/Lead Abatement) endorsement

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

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, [Willis Towers Watson Insurance Services West, Inc.](#) at 415-955-0239, or via email at [lausd.ocip@willistowerswatson.com](mailto:lausd.ocip@willistowerswatson.com). **IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT.** Note: All enrollments are to be completed on-line. Access will be granted once [Willis Towers Watson](#) has been notified of your awarded contract.
- **The current Insurance Manual is available from the LAUSD Facilities website at:** [http://www.laschools.org/fcs/cc/pq/file-storage/?folder\\_id=1045824](http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824)
  - **Requirements of an ENROLLED CONTRACTOR:** An OCIP enrollment packet will be sent to you by [Willis Towers Watson](#). It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
  - **Requirements of an EXCLUDED CONTRACTOR:** As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at [Willis Towers Watson Insurance Services West, Inc](#) to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

**PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:**

- **Required from All contractors:** An original Certificate of Liability Insurance, executed by an authorized insurer. **Refer to JOC General Conditions, Section 00 7000, Article 5 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
  - **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, General Liability, and Excess/Umbrella Liability Insurance for **Off-Site activities** and Automotive Liability Insurance for both **On-Site and Off-Site** activities as specified in the contract. Prime contractors must provide their Certificate of Insurance to [Willis Towers Watson](#) upon enrollment. The certificates can be uploaded into [Wrap Portal](#) or emailed: [lausd.ocip@willistowerswatson.com](mailto:lausd.ocip@willistowerswatson.com)
- **Excluded Contractors** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities **including both On-Site and Off-Site** activities as per the insurance specifications in the contract. All

Excluded contractors must provide their Certificate of Insurance to [Willis Tower Watson](#), upload it into [Wrap Portal](#), or emailed: to [lausd.ocip@willistowerswatson.com](mailto:lausd.ocip@willistowerswatson.com)

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

Executed on January 23rd, 2024, at Cypress, California  
Date City


  
Signature of Authorized Officer

Andrew Krynen Regional Vice President  
Print Name Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you should have any questions regarding award of contract, please send email to [xochitl.vargas@lausd.net](mailto:xochitl.vargas@lausd.net).

Sincerely,

  
Xochitl Vargas  
Contract Administration Analyst

c: WTW Insurance Services  
Inspection Section  
File

**BID AND ACCEPTANCE FORM**  
**Category B (Public Address (PA) and Telephone Installations)**

1.01 BID SUBMISSION INSTRUCTIONS

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

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

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID SUBMITTAL DUE DATE: **No later than 3:00 PM, December 15, 2023**

1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for **JOB ORDER CONTRACTING FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-24017 (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 0 2 0 3 0 \_\_\_\_\_

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. Base Period (12 months from Notice of Contract award or expenditure of the \$500,000 Maximum Contract Value, whichever occurs first)

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

1. 

1	.	3	5	0	0
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Utilize four decimal places. Use conventional rounding.

*[Handwritten Signature]*  
*1/5/2024*

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:

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

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.

**Article 7 - Vendor COVID-19 Vaccination Requirement**

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

BID DATE: January 5th, 2024

By Johnson Controls Inc.  
(Firm Name as it appears on Contractor's State License)

(CORPORATE SEAL)

*Andrew Krynen*

(Signature of authorized person to sign bid)

Print Name: Andrew Krynen

Business Address: 5770 Warland Drive Suite A  
Cypress, CA 90630

Contractor License No.: 22445

Phone No. 858-302-1009

Email Address: Andrew.Krynen@JCI.com



FOR PROCUREMENT USE ONLY	
Contract Number	2430018
Category A	
<input type="checkbox"/>	with Plans
<input type="checkbox"/>	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

Johnson Controls, Inc.

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

, a 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 ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (RFQ NO. R-24017) 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<sup>®</sup> 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 Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Five Hundred Thousand Dollars (\$500,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the Contract is one year or the expenditure of the Maximum Contract Value, whichever occurs first. Upon mutual consent, the Maximum Contract Value may be increased to a value not to exceed eight million, three hundred sixty-five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the Contract.

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.

Executed on 2/15/2024, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

By:   
129B826B483F4A2...  
 Chief Procurement Officer or Designee

Print Name: xochitl vargas

**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

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number N/A

Liberty Mutual Insurance Company

Surety

Johnson Controls, Inc.

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES ..... OWNER/Obligee

TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)..... Amount of Bond

**Project Description: JOB ORDER CONTRACT FOR ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (R-24017) for Category B (Public Address (PA) and Telephone Installations)**

**Bid Submittal Due Date: 01/05/2024**

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the bid or any part of the bid shall be accepted and a contract awarded to the bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this 9th day of January 20 24

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Johnson Controls, Inc.

State of Connecticut

BIDDER

SS

By (signed) \_\_\_\_\_

County of Hartford

*Signature of Authorized Person*

On January 9, 2024, before me,

Title Sarah Murtha, Attorney-in-Fact

Stephanie Harvey, a Notary Public

Liberty Mutual Insurance Company

SURETY

Personally appeared Michelle Anne McMahon  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

By (signed) \_\_\_\_\_

*Signature of Attorney-In-Fact*  
Michelle Anne McMahon, Attorney-in-Fact

WITNESS my hand and official seal.

Address 175 Berkeley Street

**STEPHANIE HARVEY** (Notary Seal)

City, State Boston, MA 02116

**NOTARY PUBLIC - CT 185862**

My Commission Expires Mar. 31, 2027

Telephone (617) 357-9500

*Stephanie Harvey, Signature of Notary*

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

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

[If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive]

END OF DOCUMENT

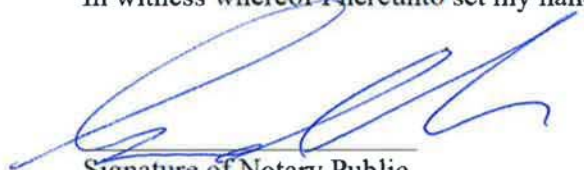
**NOTARY ACKNOWLEDGMENT OF PRINCIPAL:**

State of Connecticut

County of Hartford ss.

On this the 9th day of January, 20 24, before me, India Patrice Buxton, the undersigned officer, personally appeared Sarah Murtha, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: November 30, 2028

India Patrice Buxton

Printed Name of Notary

**INDIA PATRICE BUXTON  
NOTARY PUBLIC - # 190570  
STATE OF CONNECTICUT  
My Commission Expires Nov. 30, 2028**



**DELEGATION OF AUTHORITY**

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

**Sarah Murtha  
Assistant Client Services Specialist  
Willis of New York, Inc  
10 State House Square, Floor 11  
Hartford, CT, 06103**

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

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

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

Signed at Milwaukee, Wisconsin, this 9<sup>th</sup> day of January 2024.

A handwritten signature in black ink, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol  
Executive Director Risk Management



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

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

Certificate No: 8210646 - 985949

**POWER OF ATTORNEY**

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

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

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



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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



Telephone: +1 816 552-7295

Website: wtwco.com

E-mail: Wendy.lewis@wtwco.com

January 9, 2024

Johnson Controls, Inc.  
Attn: Eric Freking  
554 Thornhurst Ave.  
Glendora, CA 91741

**RE: Oblige: Los Angeles Unified School District  
Bid Bond for: JOB ORDER CONTRACT FOR ELECTRICAL AND LOW VOLTAGE  
CONTRACTING SERVICES (R-24017) for Category B  
Bid Date: January 5, 2024**

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

**Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.**

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Wendy Lewis

**Your Bid Results are very important. Please forward them to us as soon as the job bids.**

Were you Low? \_\_\_\_ Yes \_\_\_\_ No

1st Bidder & Amount Bid \_\_\_\_\_

2nd Bidder & Amount Bid \_\_\_\_\_

3rd Bidder & Amount Bid \_\_\_\_\_

Your bid (if not listed above) \_\_\_\_\_



DOCUMENT 00 4500

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

1.01 GENERAL

Bidder Name: Johnson Controls Inc.

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

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

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

1.02 ETHICS POLICY

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

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

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

\_\_\_\_\_

\_\_\_\_\_

- 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, 21<sup>st</sup> 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: Johnson Controls Inc.  
Category B

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, [ **1** ] 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 1/05/2024, at Cypress, California.

By:  Account Executive  
Signature and Title of Bidder Representative

Print Name: Eric Freking

**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**

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

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, Eric Freking, being first duly sworn, deposes and says that he or she

Account Executive (Name of person signing bid) of Johnson Controls Inc. (Name of Licensee Bidding) is the party making the  
 (Title of Signer)

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 Johnson Controls Inc. Check One:  
 Name as it appears on Contractor's State License Sole Ownership \_\_\_\_\_  
 IRS Employers Identification Number: 39-0380010 Partnership \_\_\_\_\_  
 Contractor's State License: 22445 B, C-4, C-10, C-20, C36, and C-38 Corporation   
 Number Classification(s) Other \_\_\_\_\_  
 Name of License Holder: Johnson Controls Inc.  
 Expiration Date: 05/31/2024  
 Address 5770 Warland Drive Suite A Phone ( 626 ) 825-4561  
 City Cypress State CA Zip Code 90630 Fax ( ) \_\_\_\_\_

"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 Eric Freking [Signature] Account Executive  
 Print Name Signature and Title

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

Dated this 5th day of January 20 24

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

END OF DOCUMENT



DOCUMENT 00 6113

PAYMENT BOND  
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and Johnson Controls, Inc.

hereinafter called the CONTRACTOR, have entered into a Contract

dated \_\_\_\_\_

Job order Contract (JOC) RFQ R-24017/ 2430018 ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES (PSA) CATEGORY B – PUBLIC ADDRESS (PA) AND for TELEPHONE INSTALLATIONS at LAUSD

Contract

Amount Five Hundred Thousand and 00/100 Dollars (\$500,000.00)

NOW, THEREFORE, the CONTRACTOR, as Principal, and the following named Surety, Liberty Mutual Insurance Company

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

PAYMENT BOND

In an amount equal to One Hundred Percent (100%) of the above Maximum Contract Value. The condition of this obligation is that if the Contractor or his Subcontractors, fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the 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 18th day of January 2024

CONTRACTOR/PRINCIPAL

Johnson Controls, Inc.

By [Signature]  
Title Sarah Murtha, Attorney-in-Fact

Liberty Mutual Insurance Company SURETY

By [Signature]  
Michelle Anne McMahon, Attorney-in-Fact  
Address 175 Berkeley Street, Boston, MA 02116  
Telephone Number (617) 357-9500  
Bond Number 015223369

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




**NOTARY ACKNOWLEDGMENT OF PRINCIPAL:**

State of Connecticut

County of Hartford SS.

On this the 18th day of January, 2024, before me, Amanda Pierina D'Angelo, the undersigned officer, personally appeared Sarah Murtha, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.

  
Signature of Notary Public  
Date Commission Expires: April 30, 2027  
Amanda Pierina D'Angelo  
Printed Name of Notary

**AMANDA PIERINA D'ANGELO**  
**NOTARY PUBLIC - CT 186257**  
My Commission Expires Apr. 30, 2027

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 18th day of January, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey  
Printed Name of Notary

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



**DELEGATION OF AUTHORITY**

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

**Sarah Murtha**  
**Assistant Client Services Specialist**  
**Willis of New York, Inc**  
**10 State House Square, Floor 11**  
**Hartford, CT, 06103**

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

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

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

Signed at Milwaukee, Wisconsin, this 18<sup>th</sup> day of January 2024.

A handwritten signature in blue ink that reads "Craig A. Bartol".

Craig A. Bartol  
Executive Director Risk Management



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

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

Certificate No: 8210646 - 985949

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

**Bond No. 015223369**

Attention: Eric Freking

Date: January 18, 2024

To Whom It May Concern:

We have left the contract date blank on your bond(s), per your request. It's your responsibility to insert the contract date on the bond(s) and provide us with a copy of the fully dated bond.

**ASAP**

Your cooperation is greatly appreciated.

Thank You

Surety Dept.

Send an e-mail copy to:

[Wendy.Lewis@wtwco.com](mailto:Wendy.Lewis@wtwco.com)

with this letter and a copy of the signed bond.



Telephone: +1 816 552-7295

Website: [wtwco.com](http://wtwco.com)

E-mail: [Wendy.lewis@wtwco.com](mailto:Wendy.lewis@wtwco.com)

January 18, 2024

Johnson Controls, Inc.  
Attn: Eric Freking  
554 Thornhurst Ave.  
Glendora, CA 91741

RE:    RE:    **Bond Number: 015223369**  
          **Obligee: LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION**  
          **Description: Job order Contract (JOC) RFQ R-24017/ 2430018 ELECTRICAL AND**  
          **LOW VOLTAGE CONTRACTING SERVICES (PSA) CATEGORY B – PUBLIC ADDRESS**  
          **(PA) AND TELEPHONE INSTALLATIONS at LAUSD**

Attached is the completed document per your request. This was issued based upon the information you provided to our office, and we urge you to check all of the information for accuracy (i.e. Power of Attorney, signatures, dates, amounts, description, etc.).

Please verify that the form attached is the form required and complete the execution with the proper signature(s) and seal, if applicable.

If a premium is charged, our invoice will follow under a separate cover. Please note the premium payment for this bond is due upon receipt.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact any member of your Willis Towers Watson Surety Team.

Sincerely,

Wendy Lewis

**DOCUMENT 00 6114****PERFORMANCE BOND**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and Johnson Controls, Inc.

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

denominated as number R-24017 / 2430018,

described as \* at LAUSD

and is in the Maximum Contract Value of Five Hundred Thousand Dollars and 00/100 (\$500,000.00),

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Liberty Mutual Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of Five Hundred Thousand and 00/100 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  
ELECTRICAL AND LOW VOLTAGE CONTRACTING SERVICES  
RFQ/BID NO. R-24017

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 24 18th day of January 2020

CONTRACTOR/PRINCIPAL

Liberty Mutual Insurance Company

Johnson Controls, Inc.

By [Signature] Title Sarah Murtha, Attorney-in-Fact  
Michelle Anne McMahon, Attorney-in-Fact

Surety Name	<u>Liberty Mutual Insurance Company</u>
Address of Surety	<u>175 Berkeley Street, Boston, MA 02116</u>
Telephone Number	<u>(617) 357-9500</u>
Bond Number	<u>015223369</u>

By	<u>[Signature]</u>
Attorney-in-Fact :	
Address	<u>5770 Warland Drive, Suite A, Cypress , CA 90630</u>
Telephone Number	

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

**NOTARY ACKNOWLEDGMENT OF PRINCIPAL:**

State of Connecticut

County of Hartford SS.

On this the 18th day of January, 20 24, before me, Amanda Pierina D'Angelo, the undersigned officer, personally appeared Sarah Murtha, who acknowledged himself/herself to be the Attorney-in-Fact of Johnson Controls, Inc. a corporation, and that s/he as such Attorney-in-Fact, being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Attorney-in-Fact.

In witness whereof I hereunto set my hand.

  
Signature of Notary Public  
Date Commission Expires: April 30, 2027  
Amanda Pierina D'Angelo  
Printed Name of Notary

**AMANDA PIERINA D'ANGELO**  
**NOTARY PUBLIC - CT 186257**  
My Commission Expires Apr. 30, 2027

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 18th day of January, 2024, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: March 31, 2027

Stephanie Harvey  
Printed Name of Notary

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



**DELEGATION OF AUTHORITY**

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

**Sarah Murtha  
Assistant Client Services Specialist  
Willis of New York, Inc  
10 State House Square, Floor 11  
Hartford, CT, 06103**

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

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

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

Signed at Milwaukee, Wisconsin, this 18<sup>th</sup> day of January 2024.

A handwritten signature in black ink that reads "Craig A. Bartol".

Craig A. Bartol  
Executive Director Risk Management



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

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

Certificate No: 8210646 - 985949

### POWER OF ATTORNEY

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

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

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



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

By: David M. Carey

David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of January, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

**VERIFICATION OF BONDS**

Bond not verified

Bond verified

Contractor Name: **JOHNSON CONTROLS, INC.**

RFQ# / CONTRACT NO.: R-24017 / 2430018

BOND NO.: 015223369

VENDOR NO.: 0232

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
01/29/2024	Liberty Mutual Insurance Company	01/19/2024	175 Berkeley Street Boston, MA 02116	617-357-9500 816-552-7295
			<b>Bond Verified by: Wendy Lewis</b>	

VERIFIED BY: Xochitl Vargas *XV*

**ATTACHMENT A LETTER OF**

**ASSENT**

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.



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

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

To whom this may concern:

This is to confirm that **Johnson Controls Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **R-24017 / 2430018 CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE INSTALLATIONS**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Johnson Controls Inc.

By: 

Andrew Krynen and Regional Vice President

Contractor’s State License No: 22445

Project Name: R-24017 / 2430018 CATEGORY B – PUBLIC ADDRESS (PA) AND TELEPHONE  
INSTALLATIONS

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/24/2024

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).

<b>PRODUCER</b> Willis Towers Watson 300 South Grand Avenue, Suite 2000 Los Angeles, CA 90071	<b>CONTACT NAME:</b> Irene Montes <b>PHONE (A/C, No, Ext):</b> (415) 955-0239 <b>E-MAIL ADDRESS:</b> irene.montes@wtwco.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Starr Indemnity &amp; Liability</td> <td>38318</td> </tr> <tr> <td>INSURER B: Starr Specialty Insurance Company</td> <td>16109</td> </tr> <tr> <td>INSURER C: Starr Indemnity &amp; Liability Company</td> <td></td> </tr> <tr> <td>INSURER D: Endurance Risk Solutions Assurance Company</td> <td></td> </tr> <tr> <td>INSURER E: ACE Property &amp; Casualty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER F: Ascot Specialty Insurance Company</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability	38318	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	
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INSURER F: Ascot Specialty Insurance Company															
<b>INSURED</b> Johnson Controls, Inc. 5757 N Green Bay Avenue Milwaukee, WI 53209															

**COVERAGES** **CERTIFICATE NUMBER: LAUSDV - 00001245** **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
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	1000026031231	1/17/2024	5/1/2028	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							GENERAL AGGREGATE \$ 4,000,000
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			1000588359231	1/17/2024	5/1/2028	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod-Comp/Ops
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	900 0199227	1/17/2024	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							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 2430018 X X X X. The coverage is effective from the start date of the contract, 1/17/2024, through the completion of the work onsite, or completion of the project, whichever is first.**

**Location: ELVB - Electrical and Low Voltage Contracting Services Category B**

<b>CERTIFICATE HOLDER</b> Los Angeles Unified School District 333 S Beaudry Ave 28th Floor Los Angeles, CA 90017	<b>CANCELLATION</b> 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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## 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	1/17/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	1/17/2024	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	1/17/2024	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	1/17/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	1/17/2024	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	1/17/2024	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	1/17/2024	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 -

**From:** [Yash Bhalsod From Willis Towers Watson via Wrap Portal](#)  
**To:** [Vargas, Xochitl](#); [Eric Freking](#); [Irene Montes](#)  
**Subject:** Welcome Letter - Contract#: 2430018 X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199227 - #C369050  
**Date:** Wednesday, January 24, 2024 11:11:00 AM  
**Attachments:** [Johnson Controls Inc OCIP V - JOC Contracts COI 42cfe78b-f9a2-4a7e-868e-374e75c21697.pdf](#)  
[SampleCOIEnrolledParties.pdf](#)

---

CAUTION: EXTERNAL EMAIL

Attn: **Eric Freking**

**Johnson Controls, Inc.**

**5757 N Green Bay Avenue**

**Milwaukee, WI 53209**

Parent Contractor Name: **Los Angeles Unified**

**School District**

Work Location: - **ELVB | Electrical and Low**

**Voltage Contracting Services Category B**

**Enrollment Effective Date: 01/17/2024**

Dear Eric,

Welcome, you have been enrolled into the LAUSD'S OCIP V for work performed under contract number **2430018 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 - ELVB | Electrical and Low Voltage Contracting Services Category B project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

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

- Adhere to all Safety Guidelines at all times. Questions – Contact John McEvoy, Director of Safety, at (310) 800-5018.

- **LAUSD provides program oversight within the Risk Management Division, OCIP Unit. If you have any questions regarding Workers' Compensation claims or reporting procedures please contact Juan Chaidez, WC Claim Processing Supervisor at 213 241 2210. For All other LAUSD OCIP related coverage and Insurance questions contact Aristeo Aguilera, OCIP Coordinator at 213 241 7994.**

- Report all claims in accordance with the OCIP Insurance Manual.

- A Claims Kit will be posted online in the WTW CompAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.

- You are responsible to notify us of any lower tier subcontractors prior to their starting work onsite. Lower tier subcontractors must complete their own separate enrollment.

- All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.

- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.

- Please contact Irene Montes using the contact information below for access to the WTW CompAS system if needed. CompAS website:  
(<https://cp.wtwcompas.com>)

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

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

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

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

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

Sincerely,

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

Enclosures:

Certificate of Insurance

Sample Enrolled Parties Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/2024

**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).**

<b>PRODUCER</b> MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--5-23-24*	<b>CONTACT NAME:</b> Chad Mannella <b>PHONE (A/C, No, Ext):</b> (866) 966-4664 <b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	<b>INSURER A :</b> Old Republic Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
	<b>NAIC #</b> 24147

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010519935-01                      **REVISION NUMBER:** 3

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-23	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-23 (Excludes New Hamp) MWTB 313949-23 (Primary NH \$250k) MWZX 313950-23 (Excess NH \$4.75mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313943-23 (AOS - see page 2) MWXS 313944-23 (OH & WA)	10/01/2023	10/01/2024	<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

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

RE: RFQ / Contract No. R-24017 / 2430018, Contract Type: Job order Contract.  
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions. The General Liability, Worker's Compensation and Employer's Liability insurances apply only off-site.

**CERTIFICATE HOLDER**

**CANCELLATION**

LAUSD Unified Attn: Xochitl Vargas 333 South Beaudry Avenue, 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 of Marsh USA LLC  
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/18/2024

**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).**

<b>PRODUCER</b> MARSH USA LLC. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596--14-23-24	<b>CONTACT NAME:</b> Chad Mannella <b>PHONE (A/C, No. Ext):</b> (866) 966-4664 <b>E-MAIL ADDRESS:</b> JCI.certrequest@marsh.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	<b>INSURER A :</b> Old Republic Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
	<b>NAIC #</b> 24147

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010519934-01                      **REVISION NUMBER:** 2


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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <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 \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N    N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Contractors Pollution Liability			MWZZ 313945 23	10/01/2023	10/01/2024	Per Occurrence General Aggregate	1,000,000 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: RFQ / Contract No. R-24017 / 2430018, Contract Type: Job order Contract.

### CERTIFICATE HOLDER

### CANCELLATION

LAUSD Unified Attn: Xochitl Vargas 333 South Beaudry Avenue, 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 of Marsh USA LLC  
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## ADDITIONAL REMARKS SCHEDULE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">AGENCY MARSH USA LLC.</td> </tr> <tr> <td>POLICY NUMBER</td> </tr> <tr> <td>CARRIER</td> </tr> </table>	AGENCY MARSH USA LLC.	POLICY NUMBER	CARRIER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">           NAMED INSURED            Johnson Controls US Holdings, Inc.            Johnson Controls, Inc.            Tyco International Holding S.a.r.l.            SimplexGrinnell LP (see attached Acord 101)            5757 North Green Bay Avenue            Milwaukee, WI 53209         </td> </tr> <tr> <td>EFFECTIVE DATE:</td> </tr> </table>	NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	EFFECTIVE DATE:
AGENCY MARSH USA LLC.						
POLICY NUMBER						
CARRIER						
NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209						
EFFECTIVE DATE:						
NAIC CODE						

### ADDITIONAL REMARKS

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

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**NAMED INSURED:**

Air Distribution Technologies IP, LLC; Air System Components, Inc.; American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; FM Systems Group LLC; Foghorn Systems Inc.; Grinnell LLC; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, LLC; Koch Filter Corporation; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Richmond Alarm Company LLC; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Security Enhancement Systems LLC, Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Service LLC; Silent-Aire USA Inc.; SimplexGrinnell LP; Tempered Networks Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

**JOHNSON CONTROLS, INC**

[View Details](#)  [Remove](#) from My List

Detail:

**Registration Number:** 1000000593  
**Status:** Active  
**CSLB Number:** 22445  
**Legal Entity Type:** Corporation  
**Mailing Address:** 103 WOODMERE ROAD, SUITE 110  
 FOLSOM  
 CA 95630  
**County:** Sacramento  
**Craft:** General Building;General Engineering  
**Email:** teresa.l.dolmseth@jci.com

Registration History

Effective Date	Expiration Date
7/1/2021	6/30/2024
7/1/2020	6/30/2021
7/1/2019	6/30/2020
6/4/2018	6/30/2019
5/15/2017	6/30/2018
5/27/2016	6/30/2017
6/9/2015	6/30/2016
7/25/2014	6/30/2015

**DBA**

Name

JOHNSON CONTROLS, INC

Johnson Controls, Inc.

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

Detail:

**Registration Number:** PW-LR-1000394475  
**Status:** Expired  
**CSLB Number:** 22445  
**Legal Entity Type:** Corporation  
**Mailing Address:** 5757 N Green Bay Avenue  
 Milwaukee  
 WI 53209  
**County:** undefined  
**Craft:** General Building;Operating Engineer  
**Email:** teresa.l.dolmseth@jci.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2020



## *Current Dun & Bradstreet Reports on File*

*The contractors listed on this report have had a Dun & Bradstreet report pulled within the past year.  
A D&B report is required for any contract of \$500,000 or more. The report must be not more than a year old.*

<b>FIRM-NAME</b>	<b>Vendor Number</b>	<b>License Number</b>	<b>Report Date</b>
A J FISTES CORPORATION	0625	729357	05/18/23
ADVANCED CABLE SOLUTIONS INC	11389	930210	01/18/24
ALTERNATE POWER & CONSTRUCTION INC dba DANIAL'S ELECTRIC CO	11508	958181	01/18/24
AMERESCO INC	822631	817191	12/18/23
ASBESTOS INSTANT RESPONSE INC dba AIR DEMOLITION & ENVIRONM	8623	795278	05/09/23
ASTROTURF CORPORATION	822606	1036156	08/28/23
BALFOUR BEATTY CONSTRUCTION LLC	11312	979126	07/20/23
BEST CONTRACTING SERVICES INC	1462	456263	12/07/23
BETA INVESTMENTS AND CONTRACTS INC	3037	488644	04/27/23
BIRDI SYSTEMS INC	805310	980383	01/18/24
BLACH CONSTRUCTION	822427	290418	12/20/23
BYROM - DAVEY INC	9586	803447	09/07/23
CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL INC	11535	989029	06/02/23
CENTRICA BUSINESS SOLUTIONS SERVICES INC	822613	947569	12/18/23
CENTURY PAVING INCORPORATED	0094	311456	08/25/23
DANNY LETNER INC dba LETNER ROOFING COMPANY	1512	689961	04/18/23
EAGLE CONTRACTING INC	11243	970089	05/09/23
EBERHARD	1807	329087	07/12/23
FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS	2313	541227	01/18/24
FREDRICK TOWERS INC	2915	572986	12/04/23
GERONIMO CONCRETE INC	8539	770018	08/29/23
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	12/20/23
IAN THOMAS GROUP	10229	924537	04/24/23
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	04/24/23
JACK CARDANI CONSTRUCTION INC	8393	789552	08/25/23
JAM FIRE PROTECTION INC dba JAM CORP	6525	791060	02/17/23
<b>JOHNSON CONTROLS INC</b>	<b>0232</b>	<b>22445</b>	<b>01/18/24</b>
KEMP BROS CONSTRUCTION INC	104559	149816	12/20/23
M J CONSTRUCTION DEVELOPMENT INC	11939	989007	05/18/23
MARKET COOLING & CONSTRUCTION INC	111896	937744	11/17/23
MASTERS CONTRACTING CORPORATION	0282	466409	09/06/23

# United States Environmental Protection Agency

This is to certify that



Johnson Controls Inc.

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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

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

NAT-92291-2

Certification #

January 18, 2024

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief

Risk Assessment Management Branch 2.