# **Los Angeles Unified School District**

# **Procurement Services Division**

ALBERTO M. CARVALHO Superintendent

MEGAN K. REILLY Deputy Superintendent



JANICE SAWYER Interim Business Manager

JUDITH REECE Chief Procurement Officer

March 8, 2022 E-MAIL: cal.construct@aol.com

#### CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL, INC.

11427 Porter Ranch Drive Porter Ranch, CA 91326

#### NOTICE OF AWARD

**RFO / Contract No:** R-22012 / 2230010

4400010350 **SAP Contract No.:** 

**Project:** JOB ORDER CONTRACTING

GENERAL CONTRACTING SERVICES (PSA) **Project Description: Contract Amount:** \$500,000 (BID ADJUSTMENT FACTOR 1.2987)

**Contract Duration:** 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on March 7, 2022 hereby defined as the EFFECTIVE DATE OF THE CONTRACT.

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

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

If you should have any questions regarding award of contract, please send email to <u>ronnie.bossier@lausd.net</u>.

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o=PSD-Facilities Contracts, ou=Los
Angeles Unified School District,
email=ronnie.bossier@lausd.net, c=US
Date: 2022.03.08 09:33:21 -08'00'

Ronnie Bossier **Contract Adminstration Analyst** 

> J. Reece B. Rios, A/P C. Pettus, Prequal B. White E. Tran, PSA Alliant (OCIP)

S. Boehm, PEX R. Lim, FPPS M. Velasquez, Union

K. Kennedy, PEX R. White, PSA

# **Los Angeles Unified School District**

# **Procurement Services Division**

ALBERTO M. CARVALHO Superintendent

MEGAN K. REILLY Deputy Superintendent



JANICE SAWYER
Interim Business Manager

JUDITH REECE Chief Procurement Officer

February 22, 2022

Email: <u>cal.construct@aol.com</u>

#### CALIFORNIA CERTIFIED CONSTRUCTION AND ELECTRICAL, INC.

11427 Porter Ranch Drive Porter Ranch, CA 91326

## NOTICE OF INTENT TO AWARD CONTRACT - REMAINING REQUIREMENTS

RFQ / Contract No. R-22012 / 2230010

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

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$500,000 (BID ADJUSTMENT FACTOR 1.2987)

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

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

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

Within **five (5)** business days of this notice, by <u>March 1, 2022</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>ronnie.bossier@lausd.net</u>, and hard copies delivered via express courier of your choice to 8525 Rex Road, Pico Rivera, CA 90660, ATTN: RONNIE BOSSIER, the documents indicated below:

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

#### NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

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

<u>X</u> 2.	Original Certificate of Insurance (Document 00620), as indicated below, executed by an authorized
	representative of insurer:
<u>X</u>	Workers' Compensation
X	Comprehensive General Liability
X	Automobile Liability (Owned, hired, and non-owned)
	Pollution Liability (includes Asbestos/Lead Abatement) endorsement
$\overline{\underline{X}}$ 3.	ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED
	CONTRACTORS):
	• Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Alliant Insurance Services at 866-394-7937, or via email at <a href="mailto:alliantwrapX@alliant.com">alliantwrapX@alliant.com</a>. 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 Alliant has been notified of your awarded contract.
- The current Insurance Manual is available from the LAUSD Facilities website at: http://www.laschools.org/fcs/cc/pq/file-storage/?folder\_id=1045824
  - Requirements of an ENROLLED CONTRACTOR: An OCIP enrollment packet will be sent to you by Alliant. 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 ALLIANT Insurance Services to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

# <u>PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED</u> CONTRACTORS:

- Required from All contractors: An original Certificate of Liability Insurance, executed by an authorized insurer. Refer to JOC General Conditions, Section 00 7000, Article 5 (Insruance and Bonds), Items 5.5.1 5.5.4.
- Coverages should include:
  - o General Liability, including bodily injury and property damage
  - o Automobile Liability (Owned, hired, and non-owned)
  - **o** Workers' Compensation & Employer's Liability Insurance
  - Contractor's Pollution Liability (CPL) Excluded Contractors
- Enrolled Contractors must provide evidence of Workers' Compensation, General Liability, and Excess/Umbrella Liability Insurance for Off-Site activities and Automotive Liability Insurance for both On-Site and Off-Site activities as specified in the contract. Prime contractors must provide their Certificate of Insurance to Alliant upon enrollment. The certificates can be uploaded into WrapX or emailed: alliantwrapX@alliant.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 Alliant, upload into WrapX or emailed: alliantwrapX@alliant.com

_ <u>X</u> 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.
- <u>X</u> 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 03/01/2022	, at Porter Ranch	, California
Date	City	
Signature of Authorized Officer		
Bahareh Qmarsi	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 <u>ronnie.bossier@lausd.net</u>.

Sincerely,

Ronnie J. Bossier Digitally signed by Ronnie J. Bossier Date: 2022.02.22 09:59:13 -08'00'

Ronnie Bossier Contract Administration Analyst

c: Alliant Insurance Services Inspection Section File

#### DOCUMENT 00 4100

#### **BID AND ACCEPTANCE FORM**

California Certified Construction

Bidder Name: and Electrical Inc

#### 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 – General Contracting Services] and (4) the Bid Opening Date and Time; and deposit the sealed bid at the location below. E-mail submittals will be accepted in addition to hard copy being delivered to the address below by the bid due date.

Los Angeles Unified School District (LAUSD/District) Procurement Services Division - Job Order Contracting (JOC) Unit 8525 Rex Road Pico Rivera, CA 90660

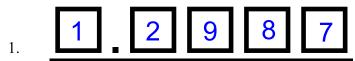
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM February 9, 2022
- 1.03 PROJECT IDENTIFICATION:
  - A. The undersigned, is 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 GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFQ/BID NO. R-22012 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number 1 2

#### 1.05 BID ADJUSTMENT FACTOR(S)

- A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. <u>Base Period</u> (12 months from Notice of Contract award or expenditure of the \$500,000 Maximum Contract Value, whichever occurs first)

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



Utilize four decimal places. Use conventional rounding.

#### 1.06 Cost of Non Pre-Priced Task

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

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

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

#### **Contractor Performed Duties**

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

#### **Subcontractor Performed Duties**

E = Cost of Subcontractors to Contractor (supported by quotes) Total Cost of Non Pre-Priced Task = E x 10%

- 5. The Contractor shall break down any Non Pre-priced items if the labor, material or equipment required to accomplish the Non Pre-priced task can be used out of the Construction Task Catalog® (CTC) at a Pre-priced rate times the Bidder's Adjustment Factor. Whether the Work requirement is Pre-priced or Non Pre-priced is a final determination by LAUSD, binding and conclusive on the Contractor.
- 6. Following approval by LAUSD of a Non Pre-priced task and Unit Price, the Non Pre-priced task Unit Price will be entered into the computer database.
- 7. The total extended price for the Non Pre-priced task will be determined by multiplying the Unit Price by the quantity required. The price offered in the proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.1000.
- 8. After a Non Pre-priced task is used on three separate Job Orders, the Unit Price for such task will be established, following approval by the District, and fixed as a permanent pre-priced task that will no longer require price justification. Any changes made to the CTC will be incorporated via amendment to the master JOC contract.
- 9. LAUSD determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
- 1.07 The Bid Adjustment Factor includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

#### 1.08 BASIS OF AWARD OF CONTRACT:

A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.

#### B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

#### **Article 1 - Scope of Work**

The CONTRACTOR shall perform, within the time stipulated in the Contract Documents, all of which are incorporated herein and shall provide all labor, materials, equipment, tools, utility services, transportation and everything else necessary to complete in a workmanlike manner, and in exact compliance with the terms of the Contract Documents, all of the Work required in connection with this Contract.

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

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

#### 1.09 TIME IS OF THE ESSENCE.

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

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

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

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

#### **Article 4 - Insurance**

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE: February . 09 ,20 22	_
By California Certified Construction and Electrical Inc	(CORPORATE SEAI
(Firm Name as it appears on Contractor's State License)	
(Signature of authorized person to sign bid)	
Business Address: 11427 Porter Ranch Dr.	_
Porter Ranch, CA 91326	
Contractor License No.: 989029	
Phone No. (310) 754-6596	
Fax No. (805) 744-7230	_

	FOR PROCUREMENT USE ONLY
	Contract Number 2230010
1.10 ACCEPTANCE	☐ with Plans ☐ with Specs
This Contract is made and entered into on the date set forth on Page 4 Los Angeles Unified School District, by and through its Board of Education (hereinafter	
California Certified Construction and Electrical, I [Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities —, a Corporation	
[sole ownership, partnership, corporation, joint venture, or other]  This Contract is for the purpose of constructing that Project identified as JOB GENERAL CONTRACTING SERVICES (RFQ NO. R-22012) FOR ALL WOR and Holidays) (DISTRICT-WIDE). CONTRACTOR is the most qualified prequalified	K HOURS (Weekdays, Weekends
for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 2091 perform all of the terms, covenants, promises and conditions of this Contract.  The Contractor shall perform all work required, necessary, proper for or incidental t	9 and represents that it is qualified to
The Contractor shan perform an work required, necessary, proper for or incidental t	o completing the Detailed Scope of

#### **Article 8 - Contract Value**

Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction

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 initial term of the Contract is one year or the expenditure of the initial Maximum Contract Value, whichever occurs first. Upon mutual consent the initial maximum value may be increased to the maximum legal value at any time. Upon mutual consent, the Contract may be extended for two option periods of 12 months each and additional Maximum Contract Value not to exceed ten million dollars (\$10,000,000) over three years. Contract Adjustment Factors shall be adjusted annually on the anniversary of the bid due date, based on the California Consumer Price Index (CCPI).

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.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

By: Reverly f. White

Task Catalog® and the Adjustment Factor(s) as specified in the Bid Form.

Chief Procurement Officer or Designee

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

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012 RELEASED 11/23/2021 BID AND ACCEPTANCE FORM 00 4100-5

## DOCUMENT 00 4313

Bond Number BID BID SECURITY FO	PRM	
United States Fire Insurance Company	_	
California Certified Construction and Electrical Inc.		Surety idder
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES		
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)		_
Project Description: JOB ORDER CONTRACT FOR GENERAL CONBid Due Date: 02/09/2022		Bollu
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which	ch is attached hereto and made part thereof.	
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and s of the United States, for which payment we bind ourselves, our heirs, executors, admin	everally, to OWNER in the amount set forth above, lawful m istrators, and assigns, jointly and severally, by these presen	noney nts.
If the bid or any part of the bid shall be accepted and a contract awarded to the bidder the terms, conditions, and obligations to be kept and performed on the part of the bidde and shall furnish bond(s) as required by the Contract and Specifications, or the call for this obligation shall be void; otherwise it shall remain in full force and effect for a minimit by law, or longer through mutual agreement of the OWNER and bidder.	r, and shall within the required time enter into a written cont oids, or by law, with a surety acceptable to OWNER, then	tract
This instrument and the amount of money set forth above shall be applied toward, but see sustained by OWNER if the bidder fails to execute a written contract, or fails to secuterms, conditions and obligations to be kept and performed on the part of the bidder.	hall not be considered a limitation upon, any damages whic re the necessary bond(s), or fails to comply with all the	ch may
The maximum amount of Surety's liability claimable and recoverable under this instrum money set forth above. In addition to the liability of the Surety under this bond, the Coubond reasonable attorneys' fees and costs, even if such amounts exceed the penal sur	irt shall award to the prevailing party in any suit brought on t	of this
Dated this 7th day of February 20 22	ACKNOWLEDGMENT BY AN ATTORNEY-IN-FAC	CT
California Certified Construction and Electrical Inc.  BIDDER	State of	
See & (Smelle	County of	SS
By (signed)	On, befo	ore me,
Title Princi Dal	, a Notary	Public
7/ Sx		
	Personally appeared Personally known to me (or proved to me on the	
United States Fire Insurance Company	of satisfactory evidence) to be the person whose is subscribed to this instrument and acknowledge	
SURETY	me that he/she executed the same in his/her autho	rized
By (signed)	capacity, and that by his/her signature on the instructed person, or the entity upon behalf of which the p	erson
Susan Fournier, Signature of Attorney-In-Fact	acted, executed the instrument. WITNESS my hand and official seal.	
Address 305 MADISON AVENUE	(Notary	Seal)
MOREIGTOWN NI 07000	-	
(0772) 400 6600	-	
Telephone	Signature of Notary	
ATTACH CERTIFIED COPY OF POWER OF ATTORNEY (THIS DOCUMENT <u>CANNOT</u> BE ALTEREI [If you do not submit a certified or cashier's check, failure to sub END OF DOCUM	D, MODIFIED, OR CHANGED.) mit this form shall render your bid non-responsive	e]
ADDENDUM NO. 2	RFQ NO.: R-22011 ISSUED: 11/23/202	

GENERAL CONTRACTING SERVICES

# **ACKNOWLEDGMENT**

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

State of California County of
On Kultura 1, 1022 before me, S. Smith, Notary Public (insert name and title of the officer)
personally appeared Susan Fournier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  S. SMITH COMM. #2285964 Notary Public · California Sacramento County My Comm. Expires Apr. 22, 2023

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0369422

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

#### Ryan Tash, John Page, Susan Fournier, Katherine DuPont, Jasmin Lopez

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorncy limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

M DAY C 1

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4772025

Melissa H. D'Alessio

Melissa A D'alessia

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7th day of February 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

#### DOCUMENT 00 4500

#### CERTIFICATION REQUIREMENTS

#### 1.01 **GENERAL**

California Certified Construction Bidder Name: and Electrical Inc

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

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

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

#### 1.02 ETHICS POLICY

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

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

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

ш	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 AROVE ARE APPLICABLE

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

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

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

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

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

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

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

#### **INSTRUCTIONS**

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

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

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

#### 1.03 SWEAT-FREE PROCUREMENT POLICY

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

#### 1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work (See Article 6.53, General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 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.

Ridder Name:	California Certified Construction
Didder Ivanic.	and Electrical Inc

#### 1.07 DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD

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

> 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, [ \sqrt{ 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**

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

Executed on 02/09/2022 , at Porter Ranch , California.

By: / president

Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

#### DOCUMENT 00 4519

	NON-COLLUSION AFF	IDAVIT	
1.01 GE	NERAL		
A.	The following affidavit is required by Section 7106 of the G	California Public Contract Code.	
В.	The Non-Collusion Affidavit shall be executed by bidder as	nd submitted with bid.	
C.	Failure to submit this affidavit, filled out and signed in its e	ntirety, shall result in the bid bein	g deemed non-responsive.
State of Califo			
County of	OS ANGELES, Bahareh Qmarsi	, being first duly sworn, de	poses and says that he or she
Presider	(Name of person signing bid)		
	tle of Signer) (Name of Lic the bid is not made in the interest of, or on behalf of, any undiscl	eensee Bidding)	
or corporation put in a false of a sham bid, or communication the bid price, proposed contribid price or an arms.	; the bid is genuine and not collusive or sham; the bidder has no or sham bid, and has not directly or indirectly colluded, conspired anyone shall refrain from bidding; that the bidder has not in any on, or conference with anyone to fix the price of the bidder or any or of that any other bidder, or to secure any advantage against the ract; that all statements contained in the bid are true; and, further by breakdown thereof, or the contents thereof, or divulged information, partnership, company association, organization, bid deposit	t directly or indirectly induced or , connived, or agreed with any bid manner, directly or indirectly, sou other bidder, or to fix any overheapublic body awarding the Contract, the bidder has not, directly or indiation or data relative thereto, or page	solicited any other bidder to dder or anyone else to put in ight by agreement, ad, profit, or cost element of ct of anyone interested in the directly, submitted his or her aid, and will not pay, any fee
conusive of si	idili vid.		
Bidder Name	California Certified Construction and Electrical	Inc	Check One:
	Name as it appears on Contractor's State License	Inc	Check One:  Sole Ownership
IRS Employe	Name as it appears on Contractor's State License rs Identification Number: 46-2595215		
IRS Employe	Name as it appears on Contractor's State License rs Identification Number: 46-2595215		Sole Ownership
IRS Employer	Name as it appears on Contractor's State License as Identification Number: 46-2595215  State License: 989029  Number  B, C10, C36, Cassification Classification Number	C8 cation(s)	Sole Ownership
IRS Employer Contractor's S Name of Lice	Name as it appears on Contractor's State License 46-2595215  State License: 989029 B, C10, C36, Cassificate Holder: California Certified Construction and	C8 cation(s)	Sole Ownership  Partnership  Corporation
Contractor's S  Name of Lice  Expiration Da	Name as it appears on Contractor's State License 46-2595215  State License: 989029 B, C10, C36, C10 Classification    Number California Certified Construction and tee: 12/31/2023	C8 cation(s) d Electrical Inc	Sole Ownership  Partnership  Corporation ✓  Other
IRS Employer Contractor's S Name of Lice Expiration Da	Name as it appears on Contractor's State License rs Identification Number: 46-2595215 State License: 989029 B, C10, C36, C Classification Rumber: California Certified Construction and tet: 12/31/2023 Recognition	C8 cation(s) d Electrical Inc	Sole Ownership Partnership Corporation ✓ Other 8) 279-2709
IRS Employer Contractor's S  Name of Lice Expiration Da Address 114 City Porter "The signatur California the	Name as it appears on Contractor's State License rs Identification Number: 46-2595215  State License: 989029  Number  Classification Holder: California Certified Construction and tee: 12/31/2023  427 Porter Ranch Dr.  Ranch, State CA Zip Code 91326  e below binds bidder to all the stated conditions and bidder certiforegoing is true and correct."	C8 Cation(s)  d Electrical Inc  Phone (81  Fax (805) 744-7	Sole Ownership Partnership Corporation
IRS Employer Contractor's S  Name of Lice Expiration Da Address 114 City Porter "The signatur California the	Name as it appears on Contractor's State License rs Identification Number: 46-2595215  State License: 989029  Number B, C10, C36, C1  Classification Real California Certified Construction and tee: 12/31/2023  427 Porter Ranch Dr.  Ranch, State CA Zip Code 91326  e below binds bidder to all the stated conditions and bidder certified Constructions and bidder certified Construction and bidder certified Constructio	C8 Cation(s)  d Electrical Inc  Phone (81  Fax (805) 744-7	Sole Ownership Partnership Corporation \square Other 8) 279-2709 230 ander the laws of the State of /president
IRS Employer Contractor's S  Name of Lice Expiration Da Address 114 City Porter "The signatur California the By Bahare	Name as it appears on Contractor's State License  46-2595215  State License: 989029 B, C10, C36, C Number Classification August Porter Ranch Dr.  Ranch, State CA Zip Code 91326  e below binds bidder to all the stated conditions and bidder cerforegoing is true and correct."	Phone (81 Fax (805) 744-7 rtifies under penalty of perjury under penalty of	Sole Ownership Partnership Corporation \square Other 8) 279-2709 230 ander the laws of the State of /president

[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]

END OF DOCUMENT

BOND NUMBER:602-134810-2 PREMIUM: \$12,500.00

#### **DOCUMENT 00 6114**

#### PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION. Hereinafter called OWNER, and California Certified Construction and Electrical, Inc. hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety. denominated as number R-22012 / 2230010 described as General Contracting Services (PSA) at Los Angeles, CA and is in the Maximum Contract Value of (\$500,000.00) NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and United States Fire 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 Dollars and 00/100 Dollars (\$ 500,000.00 be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following: The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect. 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: Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or

- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
- c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or
- d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

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

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

- 3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.
- 4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.
- 5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.
- 6. SURETY hereby stipulates and agrees that no adjustment to the Contract Value or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.
- 7. The Penal Sum of this Bond shall automatically increase as the Contract Value increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.
- 8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.
- 9. OWNER may name SURETY and demand that SURETY participate in any arbitration authorized by the Contract, or SURETY may elect to intervene in any such arbitration as provided by law, in which case SURETY shall be bound by the arbitration award. If OWNER does not name SURETY or demand SURETY's participation in any arbitration, and SURETY does not elect to intervene, SURETY will not be bound by the arbitration award except to the extent the arbitration award determines CONTRACTOR'S obligations under the Contract and that determination is binding on SURETY under applicable law.

shall be awarded to the prevailing party, only the a discretion.	amount thereof being within	the Court's or arbitrator's
11. Where they are used herein, the follow have the same meaning ascribed to them in the Contract Documents, Contract Value, Contract Time, Day, Punc	ct: OWNER, CONTRACTO	R, Contract, Work, Contract
Signed and sealed this 1st	day of March	20 22
California Certified Construction and Electrical, Inc.	CTOR/PRINCIPAL dent / California Certifie	ed Construction and Electrical ir
	By ~	Susan Fournier, Attornéy-In-Fact
Surety Name _ United States Fire Insurance Company _	Attorney-in-Fact:	oddai'i odilici, Atolioj'iii-i ad
Address of Surety _ 305 Madison Ave.		onier Circle, Ste. 100
Morristown, NJ 07960	Donaha	Condesse CX 25742
Telephone Number (973) 490-6600	Rancho	Cordova, CA 95742
Bond Number602-134810-2	Telephone Number (916) 7	37-5720
The OWNER will obtain the following certification:		
CERTIFICATION BY LOS AND I hereby certify:  That the Surety named above has been certified by the St such authority is in full force and effect.  That there is on file in this office the financial statement of showing capital and surplus not less than ten times the an	of the surety for the period endingnount of the above Contract Value.	
	Dean C. Logan, County Clerk	
Date	D	
Dute	By	

In case any suit, arbitration or other action is brought upon this Bond, reasonable attorneys' fees

#

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

10.

# **ACKNOWLEDGMENT**

A notary public or other officer completing this

certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of Sacramento  On
On Muse 1, 2022 before me, S. Smith, Notary Public (insert name and title of the officer)
personally appeared Susan Fournier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  S. SMITH COMM. #2285964 Notary Public · California Sacramento County My Comm. Expires Apr. 22, 2023
Signature (Seal)

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0369422

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

#### Ryan Tash, John Page, Susan Fournier, Katherine DuPont, Jasmin Lopez

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

Matthew E. Lubin, President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4/7/2025

Melissa H. D'Alessio

Melissa H D'dassio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.



UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

### BOND NUMBER:602-134810-2

PREMIUM INCLUDED IN PERFORMANCE BOND.

# PAYMENT BOND (LABOR AND MATERIAL)

DOCUMENT 00 6113

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT	8	
hereinafter called the OWNER, and California Certified C		
hereinafter called the CONTRACTOR, have entered into a Cont		
dated		
for RFQ / Contract No. R-22012 / 2230010 Job 0	Order Contract General Contracting Services (P	SA)
Contract Amount (\$500,000.00) Five Hundred Thousand Dollar	ars and 00/100	
NOW, THEREFORE, the CONTRACTOR, as Principal, and the	e following named Surety,	
are held and firmly bound to the OWNER in the amount set fortland Surety bind themselves, their heirs, executors, administrator	h under the bond, for the payment whereof in the manners, successors and assigns jointly and severally, firmly by	r specified, the Principal these presents:
PAYMENT BOND		
In an amount equal to One Hundred Percent (100%) of the Maximum Contract Value. The condition of this obligation is the Contractor or his Subcontractors, fail to pay for any mat provisions, provender or other supplies, or teams, used in, upo or about the performance of the Work contracted to be done, any work or labor thereon of any kind, or for amounts due und Unemployment Insurance Code with respect to such work or lab for any amounts required to be deducted, withheld, and paid of the Franchise Tax Board from the wages of employees of CONTRACTOR and his Subcontractors pursuant to Section 188 the Revenue and Taxation Code, with respect to such work and that the surety will pay for the same, in an amount not exceeding sum specified above, and also, in case suit is brought upon the a reasonable attorney's fee, to be fixed by the court.  The Surety, for value received, hereby stipulates and agrees that to the Work to be performed thereunder shall in anywise affect it change, extension of time, alteration or addition to the terms of the surety will be a contraction or addition to the terms of the contraction of time, alteration or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contraction or addition to the terms of the surety will be a contracted to be done to the surety will be a contracted to b	no change, extension of time, alteration or addition to the ts obligations on the above bonds, and it does hereby wai	e terms of the Contract or
Signed and sealed this 1st	day of March	20 22
CONTRACTOR/PRINCIPAL  California Certifica Construction and Electrical, Inc.	United States Fire Insurance Company	Harris Control
Dec	Susan Fournier, Attorney-in-Fa Address 305 Madison Ave., Morristown, N.	ct
By Bahareh Qmarsi Title President	Telephone Number (973) 490-6600	===
Fresident	Bond Number 602-134810-2	重要 原统
The OWNER will obtain the following certification:		
I hereby certify:	Y LOS ANGELES COUNTY CLERK'S OFFICE  State Insurance Commissioner as an admitted Surety Insurance of the surety for the period ending amount of the above Contract Value.	surer and that
	Dean C. Logan, County Clerk	
Date	Ву	
	Deputy ANNOT BE ALTERED, MODIFIED, OR CHANGED)	
JOB ORDER CONTRACT	END OF DOCUMENT	REVISED 01/05/2012

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-22012

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

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual

who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California County of
On Mysels 1, 2022 before me, S. Smith, Notary Public
(insert name and title of the officer)
personally appeared Susan Fournier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  S. SMITH COMM. #2285964 Notary Public · California Sacramento County
WITNESS my hand and official seal.  My Comm. Expires Apr. 22, 2023
Signature (Seal)

#### POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0369422

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ryan Tash, John Page, Susan Fournier, Katherine DuPont, Jasmin Lopez

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

Matthew E. Lubin, President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey } County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

> MELI88A H. D'ALE**881**0 NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 Commission Expires 4/7/2026

> > Melissa H. D'Alessio

Melissa & O'dlessia

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the AEOF, 4-have foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of March



UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

#### DOCUMENT 00 7351

#### SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL Bidder Name: California Certified Construction and Electrical Inc

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. If the Project includes mechanical, electrical and plumbing ("MEP") components that will be performed by first-tier MEP subcontractors, bidder must only use MEP subcontractors that are (i) licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, and (ii) identified on the OWNER's List of Prequalified Subcontractors at least five (5) business days prior to the date of bid on the Project.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. <a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a>

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

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED)
[YOU MUST SUBMIT THIS FORM EVEN IF YOU DO NOT INTEND TO LIST SUBCONTRACTORS.
[FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]
END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFO/BID NO. R-22012



# LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

MARK HOVATTER

**Business** 

Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small

### AUSTIN BEUTNER Superintendent of Schools

JUDITH REECE

Chief Procurement Officer

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

05/26/2020

CALIFORNIA CERTIFIED CONSTRUCT AND ELECTRICAL 11427 PORTER RANCH DRIVE #B226 PORTER RANCH, CA 91326

**Re: Los Angeles Unified School District Certification Application** 

Dear Vendor,

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

**Small Business Enterprise** 

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

Certification type	NAICS Code (if applicable)	Start Date	<b>Expiry Date</b>
Small Business Enterprise	236220	05/24/2020	05/24/2023

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

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

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

If there are any changes in your status that may impact your certification, you are required to notify the LAUSD Small Business Program office immediately at (213) 241-1340 or Vendor Services at (562) 654-9404. For your reference, and to assist in researching your certification inquiries, your reference number is 900004961.

Sincerely,

Lorena Padilla-Melendez

Lu allh

Director of Community Relations and Small Business

#### 1147 Porter Ranch Dr. Porter Ranch CA 91326

**†** 310 754-6596

f 818 813-8291

cal.const@aol.com

# California Certified Construction and Electrical, Inc.

icense # 989029 B.C10.C36.C8

TO: Project Labor Coordinator Labor Compliance Program

333 South Beaudry Ave. 21ST Floor

Los Angeles, CA 90017

**Project Name/ School:** 

JOB ORDER CONTRACT

**Project Description:** 

GENERAL CONTRACTING SERVICES (PSA)

**RFO/Contract No:** 

R-22012 / 2230010

**Date: March 1, 2022** 

**Attn:** Labor Compliance Department

Email: lcp@lausd.net or fax (213) 241-8356

**Re:** Project Stabilization Agreement – New School Construction and Major <u>Rehabilitation Funded by</u>

<u>Proposition BB and/or Measure K – Letter of Assent</u>

#### Dear Sir:

This is to confirm California Certified Construction and Electrical Inc., agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to LAUSD RFQ / contract No. R-22012 / 2230010 JOC GENERAL CONTRACTING SERVICES (PSA), and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

California Certified Construction and Electrical Inc

By: Bahareh Qmarsi/President

Name and Title of Authorized Executive

Signed By: B. Ameur

Bahareh Qmarsi

3/1/2022

Name

(Date)















Email

#### To: cal.const@aol.com;

Cc: cal.const@aol.com;Kathleen.Dalessandro@alliant.com;angela.mccloud@lausd.net;cynthia.vargas@lausd.net;diane.siu@lausd.net;gayane.stepanyan@lausd.net;christy.guzman@lausd.net;j Subject: OCIP IV - JOC Contracts / 2230010 / Welcome Letter Packet

Sent: 03/01/2022, 05:33:54 AM



#### 03/01/2022

Attn: Jamshid Qmarsi

California Certified Construction and Electrical, Inc 11427 Porter Ranch Drive Porter Ranch, CA 91326

Re: OCIP IV - JOC Contracts

Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2230010
WC Policy Number: WA5-66D-067330-051

Dear Jamshid Qmarsi,

Attached is the Welcome Packet for the LAUSD OCIP IV Program.

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2230010. 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 project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website
   (<a href="https://achieve.lausd.net/site/default.aspx?PageID=1008">https://achieve.lausd.net/site/default.aspx?PageID=1008</a>) or via the Alliant WrapX 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 on-site 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 X-mod.
- · Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo
  Aguilera, OCIP Coordinator at 213 241-7994 or Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work on-site. Lower tier subcontractors must complete their own separate enrollment.
- · All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.

Print



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/01/2022

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

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

PRODUCER	CONTACT NAME: Kathleen Dalessandro	
	PHONE (A/C, No, Ext): (213) 270-0156 FAX (A/C, I	No):
	E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.co	om
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
,	INSURER A: Liberty Mutual Fire Insurance Company	23035
	INSURER B: Everest National Insurance Company	10120
Porter Ranch, CA, 91326 Attn: Jamshid Qmarsi	INSURER C: LM Insurance Corporation	
Attii. Janishid Qiliaisi	INSURER D: Allied World Assurance Company (U.S.) Ir	nc. 19489
COVERAGES CERTIFICATE NUMBER: 316389	REVISION NUM	BER:

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

INSR LTR		TYPE OF INSURANCE		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	Х	COMMERCIAL GENERAL LIABILITY			TB2-661-067129-	02/22/2022	05/01/2023	GL-EachOccurrence	\$2,000,000
		CLAIMS-MADE X OCCUR			028			GL-DamageToRentedPremises	\$1,000,000
								GL-MedExp	\$10,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GL-Personal&AdvInjury	\$2,000,000
		POLICY X PROJECT LOC						GL-GeneralAggregate	\$4,000,000
		OTHER						GL-ProductsComp/OPAggregate	\$4,000,000
	AUT	OMOBILE LIABILITY						AL-CombinedSingleLimit	
		ANY AUTO OWNED AUTOS						AL-BodilyInjury(Per person)	
		ONLY HIRED AUTOS NON-OWNED AUTOS						AL-BodilyInjury(PerAccident)	
		ONLY ONLY						AL-Property Damage(Per Accident)	
В		UMBRELLA LIAB X OCCUR			XC1EX00107181	02/22/2022	05/01/2023	EUL-Aggregate	\$10,000,000
	Х	EXCESS LIAB CLAIMS - MADE	-					EUL-EachOccurrence	\$10,000,000
С		RETENTION \$  RECENS COMPENSATION AND PLOYERS' LIABILITY Y/N			WA5-66D-067330- 051	02/22/2022	05/01/2023	X WC-StatutoryLimits Other	. ,
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?			051			WC-E.L.EachAccident	\$1,000,000
		ndatory in NH) s, describe under DESCRIPTION OF						WC-E.L.DiseasePolicyLimit	\$1,000,000
	OPE	RATIONS below						WC-E.L.Disease EachEmployee	\$1,000,000
D	Exce	ess & Umbrella #2			3113202	02/22/2022	05/01/2023	EUL-EachOccurrence \$15,000,000	
								EUL-Aggregate	\$15,000,000

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 Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2230010 at the following schools: . The coverage is effective from the start date of the contract, 02/22/2022, through the completion of the work onsite, or completion of the project, whichever is first.

CERTIFICATE HOLDER	CANCELLATIO

California Certified Construction and Electrical, Inc 11427 Porter Ranch Drive Porter Ranch, CA, 91326 Attn: Jamshid Qmarsi 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 : AUTHORIZED REPRESENTATIVE

Cray Strata

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# ADDITIONAL INFORMATION

DATE (MM/DD/YYYY) 03/01/2022

PRODUCER

Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071

Phone: (213) 443-2468, Fax: (866) 867-5811

CERTIFICATE HOLDER

California Certified Construction and Electrical, Inc

11427 Porter Ranch Drive Porter Ranch, CA, 91326 Attn: Jamshid Qmarsi

#### INSURED

California Certified Construction and Electrical, Inc 11427 Porter Ranch Drive Porter Ranch, CA, 91326 Attn: Jamshid Qmarsi

(continued from previous page)

#### Excess #3

Starr Indemnity & Liability Company

Policy Number: 1000024092

Policy Duration: 2/22/2022 to 5/1/2023

\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

#### Excess #4

ACE Property and Casualty Insurance Company Policy Number: XCQG71124654001 (50.00%) Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

#### Excess #4

Berkley National Insurance Company Policy Number: CEX0960316100 (50.00%) Policy Duration: 2/22/2022 to 5/1/2023

\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2021

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

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

PRODUCER Orr & Associates Insurance Serve 28780 Single Oak Dr	vices		CONTACT NAME: Certificates PHONE (A/C, No, Ext): 800-311-3081	FAX (A/C, No): 800-474	4-3003
Ste 255			E-MAIL ADDRESS: certs@orrandassociates.com		
Temecula CA 92590			INSURER(S) AFFORDING COVERAGE		NAIC#
		License#: 0E63493	INSURER A: Evanston Insurance Company		35378
INSURED		CALICER-01	INSURER B: Ohio Security Insurance Co.		24082
California Certified Construction 11427 Porter Ranch Drive #226			INSURER c : State Compensation Ins Fund		35076
Porter Ranch CA 91326			INSURER D:		
			INSURER E:		
			INSURER F:		
COVERACES	CERTIFICATE MUMBI	ED- 4042070504	DEVICION NIII	MDED.	

COVERAGES CERTIFICATE NUMBER: 1913872564 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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY	Y	Υ	3AA467331	4/14/2021	4/14/2022	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000
			_					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY			BAS57978222	4/19/2021	4/19/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								·	\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MA	E					AGGREGATE	\$
		DED RETENTION\$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY		Y	9159775-2021	7/15/2021	7/15/2022	X PER OTH- STATUTE ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	\ \ \ \ \ \ \ \ \ \ A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)	٠,,,					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						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)
Certificate is subject to policy limits, conditions and exclusions.
LOS ANGELES UNIFIED SCHOOL DISTRICT is named as Additional Insured as per attached endorsement form(s).

CERTIFICATE HOLDER CA	ANCELLATION
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LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S Beaudry Ave Los Angeles CA 90017 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**EVANSTON INSURANCE COMPANY** 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

	SCHEDULE
Additional Premium:	\$Included (Check box if fully earned ☐)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

#### However:

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

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

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

- 1. Required by the valid written contract or agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



# **EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

Maximum Annual Limit Of Insurance:	\$5,000,000
Maximum 7 milian Emili of modranos.	φο,σοσ,σοσ

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project:
  - **1.** A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
  - **4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- **B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:
  - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
  - 2. Such payments will not reduce any Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- **D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



# **EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **SCHEDULE**

#### Name Of Person Or Organization:

Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery

Additional Premium: \$ Included

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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

### PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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



#### **ENDORSEMENT AGREEMENT**

# **BROKER COPY**

### WAIVER OF SUBROGATION BLANKET BASIS

9159775-21 RENEWAL SP 9-59-63-67 PAGE 1 OF

1

HOME OFFICE SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE JULY 15, 2021 AT 12.01 A.M.
AND EXPIRING JULY 15, 2022 AT 12.01 A.M.

CALIFORNIA CERTIFIED CONSTRUCTION 11427 PORTER RANCH DR APT 226 PORTER RANCH, CA 91326

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

#### **SCHEDULE**

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 16, 2021

2572

AUTHORIZED REPRESENTATIVE SCIF FORM 10217 (REV.7-2014)

PRESIDENT AND CEO

OLD DP 217

# **LAUSD OCIP IV - Owner Controlled Insurance**

Program Certificate - Check List As of: May 1, 2018



# **Additional Insured Wording**

Los Angeles Unified School District and other designated parties (per contract) are included as Additional Insureds as respects general liability and automobile. Coverage is primary and noncontributory.

Certificate Holder:

Los Angeles Unified School District / Procurement Division 333 S. Beaudry Ave., 28th Floor Los Angeles, CA 90017