

Los Angeles Unified School District

Facilities Contracts

DR. JOHN E. DEASY
Superintendent of Schools

MICHELLE KING
Senior Deputy Superintendent, School Operations



MARK HOVATTER
Chief Facilities Executive

YVETTE MERRIMAN-GARRETT
Director of Facilities Contracts

October 21, 2013

FIRST FIRE SYSTEM INC dba FIRST FIRE ALARM
6000 Venice Boulevard
Los Angeles, CA 90034

VIA FAX (323) 965-2700

NOTICE OF AWARD

Contract No.: 1010027S
Project: LOS ANGELES HIGH SCHOOL (23A05216)
Project Description: FIRE ALARM COMPLETION PROJECT
Contract Amount: \$40,000.000
Contract Duration: 30 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on OCTOBER 21, 2013, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

Included with this Notice of Award is the executed Sole Source Agreement.

Please contact your project Owner Authorized Representative (OAR), SAER ELFARRA, at (213) 241-4702 regarding the scheduling of the Job Start Meeting and the issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at (562) 654-9422.

Sincerely,

BEVERLY WILLIAMS
CONTRACT ADMINISTRATION ANALYST

c: Aman Vaish, Regional Director
David Tatevossian
Yeghishe Minassian
Saer Elfarrar, (OAR)
Inspection Section
Philip Hannifin
Alliant Insurance Services
File (Bid No: 1010027S)
Existing Facilities
P/S

REVISED

SOLE-SOURCE AGREEMENT

This Sole Source Agreement ("Agreement") is made and entered into on **OCTOBER 21, 2013**, by and between the **Los Angeles Unified School District** (hereinafter called the "District"), and **First Fire Systems Inc dba First Fire Alarm Systems** (hereinafter called the "Contractor"), to complete the **Los Angeles High School – Fire Alarm Completion Project**, (Project No. 23A05216) (hereinafter called the "Work"). District and Contractor are sometimes collectively referred to in this Agreement as the "Parties," or singularly as a "Party."

RECITALS

WHEREAS, the District entered into an agreement bearing contract number **1010027** (hereinafter called the "Original Contract") with PACWEST Corp. (hereinafter called the "Original Contractor") on November 23, 2009, for the construction of the Los Angeles High School - Fire Alarm System Upgrade Project – Project No. 23.05216, located at, 4650 W. Olympic Blvd, Los Angeles, CA 90019.

WHEREAS, additional work is required for the fire alarm system certification. Design changes were issued after Substantial Completion and after the issuance of the Notice of Completion to the original Contractor; changes must be completed by the Original Fire Alarm Subcontractor, First Fire Systems Inc dba First Fire Alarm Systems. Current fire alarm system, Notifier Fire Alarm System, is under a three (3) year warranty and contracting with a different contractor will void the warranty and likely result in a system redesign with a new installer/manufacturer. This is emergency work required to certify the fire alarm system.

WHEREAS, the District recommends that a sole source contract be negotiated with the original fire alarm system installer, First Fire Systems Inc dba First Fire Alarm Systems to complete

and certify the fire alarm system under the Original Contract #101002 /.

WHEREAS, the original subcontractor is familiar with the Original Work *and* the current state of the fire alarm system equipment and configuration, they will therefore be able to make the necessary completion work with limited interruption to school-site occupants as well as provide warranties to the existing and work yet to be completed.

The Scope of Work involves: interlocking (2) HVAC units in the Ballet Room with the existing fire alarm system (reference the attached DSA approved FCD-015) providing two additional flow switches in the mechanical room (back of cafeteria) for the added two valves and backflow preventer, providing new fire alarm bell and connecting to the fire alarm system, relocating smoke detector device in the gymnasium locker and shower area, reprogram the fire alarm system and software and providing an updated point list, providing signed NFPA72 forms to comply with all code requirements to achieve fire alarm system certification, providing required pretesting and 10% IOR testing for the fire alarm system and performing the 24 hour battery testing.

WHEREAS, the District has approved the procurement and installation of the work to complete the fire alarm system and remaining scope of work and design changes under the Original Contract by negotiating directly with the Contractor and therefore, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TIME FOR COMPLETION** The Work shall commence on the date stated in the Notice to Proceed ("NTP"). The time period for Final Completion of the Work shall be **30 calendar days** from the date set forth in the NTP issued by the District.
2. **DUTIES OF THE CONTRACTOR** shall be to provide services in accordance with the Scope of Work (Attachment A). The performance of these duties shall at times and

places be within the limits of District policy.

3. **BONDS.** Within three (3) days from the issuance of the Notice of Intent to Award ("NOIA") by the District, and before any NTP can be issued, the Contractor shall provide to the District both of the following bonds: (1) a faithful performance bond with a penal sum limit equal to 100% of the amount of this Sole-Source Agreement; and (2) a payment bond, as required by Civil Code Sections 3247 et seq. Both bonds shall be issued by a corporate surety authorized and admitted to transact surety business in California as defined in Code of Civil Procedure Section 995.120 and be listed by the U. S. Treasury with a bonding capacity in excess of the amount of this Agreement. The delivery of both of the bonds as required by this paragraph is a condition subsequent to the validity and enforceability of this Agreement, such that if the Contractor fails, neglects and/or refuses to provide either of the required bonds, then this Agreement is null, void and unenforceable.
4. **LIABILITY.** District shall not be liable to Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.
5. **INDEPENDENT CONTRACTOR.** While engaged in performance of this agreement Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for

workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees.

Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this agreement.

6. **CONTRACT VALUE.** District shall pay Contractor an amount not to exceed **Forty Thousand dollars (\$40,000.00)** in accordance with the Scope of Work. Payment shall be contingent upon acceptance of the Work and approval of invoice(s) by District's Owner Authorized Representative ("OAR"). District will process payment within thirty (30) days of receipt of invoice(s) which meet the requirements of this section, so long as District has on file a fully executed contract for the invoiced services. Invoices must (a) reference the Contract Number, (b) be signed and submitted by Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within thirty (30) days and may be rejected and/or returned to the Contractor. Additional documentation shall be furnished by the Contractor to the District's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two (2)

Copies to:

Los Angeles Unified School District
Attention: Saer Elfarra, OAR
333 So. Beaudry Ave., 19th Floor, 220-01
Los Angeles, CA 90017

Mail One (1) Copy of Invoice(s)

Copies to:

Los Angeles Unified School District
Procurement Administration - JOC
Contracts Unit
Attention: Christy Guzman
8525 Rex Road
Pico Rivera, CA 90660

7. **RIGHTS TO REPORT.** The rights to any report, evaluation and/or other material developed by Contractor in connection with this agreement shall belong to the District.

8. **CONFLICT OF INTEREST.** Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any

contracts with or orders from District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every contract between District and Contractor.

As a condition of this Agreement, Contractor agrees to comply with the Code of Ethics set forth in the Los Angeles Unified School District Ethics Policy Statement which is attached hereto as Attachment "E" and made a part hereof.

Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement by District, in addition to whatever other remedies the District may have.

9. **AUDIT AND INSPECTION OF RECORDS.** Contractor shall maintain, and District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the Agreement.

Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to District at the District's or the Contractor's offices (to be specified by District) at all

reasonable times and without charge to the District. Said evidence/records shall be provided to District within five (5) working days of a written request from District. Contractor shall, at no cost to District, furnish assistance for such examination/audit. Contractor and its sub-contractors and suppliers shall keep and preserve all such records for a period of at least 3 years from and after final payment, or if the Agreement is terminated in whole or in part until 3 years after the final Agreement close-out. District's rights under this section shall also include access to Contractor's offices for the purpose of interviewing Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by District. Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to District. Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to District upon request by District.

10. **CONFIDENTIALITY.**

10.1 This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law.

Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement without District's written prior consent.

10.2 At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

10.3 Contractor may disclose to any subcontractor or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.

10.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of District.

10.5 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

11. **EVALUATION.** Contractor acknowledges that its work or services under this Agreement may be evaluated by the OAR or other District personnel, and that the results

of the evaluation may be made available to other school districts and public agencies upon request. Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

12. **EQUAL EMPLOYMENT OPPORTUNITY.** It is District policy that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore Contractor agrees to comply with applicable federal and state laws. In addition, Contractor agrees to require like compliance by all subcontractors employed on the work.

13. **TERMINATION FOR CONVENIENCE**

13.1 District may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, for District's convenience. Upon receipt of such notice, Contractor shall:

- (1) immediately discontinue all work (unless the notice directs otherwise) and
- (2) deliver to District all information and material as may have been involved in the provision of services whether provided by District or generated by Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

13.2 If a termination for the convenience of District is issued, Contractor shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the work actually performed

prior to the effective date of termination and other costs reasonably incurred by Contractor to implement the termination.

- 13.3 Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14. **TERMINATION FOR DEFAULT**

- 14.1 District may, by written notice to Contractor, terminate this Agreement in whole or in part at any time because of the failure of Contractor to fulfill its contractual obligations. Upon receipt of such notice, Contractor shall:

- 1) immediately discontinue all work (unless the notice directs otherwise) and
- 2) deliver to District all information and material as may have been involved in the work whether provided by District or generated by Contractor in the performance of this Agreement, whether completed or in process.

Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

- 14.2 If a termination due to Contractor's failure to fulfill its contractual obligations is issued, District may take over and complete the work by contract or otherwise. In such case, Contractor shall be liable to District for any reasonable costs or damages occasioned to District thereby. The expense of completing the work, or any other costs or damages otherwise resulting from the failure of Contractor to

fulfill its obligations, will be charged to Contractor and will be deducted by District out of such payments as may be due or may at any time thereafter become due to Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to Contractor, then Contractor shall promptly pay the amount of such excess to District upon notice of the excess so due.

- 14.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.
- 14.4 Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to Contractor in accordance with this section, if any, shall constitute Contractor's exclusive remedy for any termination hereunder. The rights and remedies of District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
15. **ASSIGNMENTS.** Neither the performance of this Agreement, nor any part thereof, may be assigned by either Party without the prior written consent and approval of the other.
16. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California.
17. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement and all exhibits attached hereto constitute the entire Agreement between the parties and supersede any prior or contemporaneous written or oral understanding or agreement. This Agreement may be amended only by written amendment executed by both Parties.

18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR
INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

By signing this agreement, Contractor certifies:

- (a) Contractor and any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public agency, and
- (b) Any principals of Contractor, within a three-year period preceding this Agreement, have not been convicted of, or had a civil judgment rendered against them for, 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; embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and that none of the applicable individuals are not presently indicted for, or otherwise criminally or civilly charged with, commission of any of these offenses.

19. **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District:

19.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform

the Work or has received waivers from such requirements. Contract shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

19.2 Non- Infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

19.3 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

19.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

20. **DISTRICT DATA**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by District for use by Contractor under this Agreement shall remain the sole property of District and will be held in confidence in accordance with Section 9 of this Agreement.

21. **INDEMNIFICATION**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

21.1 General Indemnity

A. Contractor shall indemnify and hold District and its Board Members, administrators, employees, agents, and representatives (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance of the Work, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

21.2 Proprietary Rights Indemnity

Contractor shall indemnify and hold harmless District, its Board Members, administrators, employees, agents, and representatives from and against any losses

suffered by District as a result of Contractor's breach of its warranties set forth in Section 20 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its Board Members, administrators, employees, agents, and representatives from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

21.3 Insurance

[Please see Attachment "F" – Owner Controlled Insurance Program (OCIP)].

Contractor, upon execution of this Agreement and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverage shall name the District and the Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums

on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

22. **SECURITY**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

23. **FINGERPRINTING**

Contractor shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

A. Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");

B. Prohibit employees of Contractor from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code Section 45122.1;

C. Certify in writing to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and

D. Provide a list of the names of Contractor's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for

employee changes and shall list employees by appropriate school site.

E. The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

24. BUDGET CONTINGENCY

24.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

24.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, District shall have the option to either cancel this Agreement with no liability occurring to District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Sole Source Agreement on the date stated above.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: Judith Reece
Judith Reece
Director of Facilities Contracts

Dated: 10/21/13

FIRST FIRE SYSTEMS
DBA FIRST FIRE ALARM SYSTEMS

By: Robbie Kashani
(Print Name)
[Signature]
(Signature)
Vice President
(Title)

Contractor's License No. 541227

Federal I.D. No. 95-4172985

Dated: 08/22/2013

END OF DOCUMENT



Los Angeles Unified School District

Facilities Services Division

SOLE SOURCE JUSTIFICATION

This page is required to be completed if this agreement is to be awarded as a non-competitive agreement.

Date 2/07/2013 Requesting Branch: PEX OAR: Saer (Sam) ELFarra Tel No: 562-755-9937

Project Name: Los Angeles SH Description: Fire Alarm System Upgrade PIC Project No. 23.05216

Estimated Contract Value: \$40,000 Funding Line: 1ZEE3

It is the policy of the Los Angeles Unified School District to conduct full and open competition for its acquisitions, regardless of the agreement price. Therefore, before any solicitation for professional/construction services can be issued without competition, the requestor must state compelling reasons for waiving the competition requirement. Reasons for procuring this agreement without competition are listed below:

Added work is required for Fire Alarm system Certification and must be completed by the original Fire Alarm Contractor (First Fire). Current Fire Alarm system is under a three (3) year warranty and contracting with a different Contractor will void the warranty. This work is an emergency work required to certify the Fire Alarm System.

The scope of work is for design changes that were issued after Substantial Completion and NOC issued to the Contractor and required for Project certification. *Y/N 2/13/13 SA 2/11/13*

Note: The requestor is to confirm the specific scope, deliverables, time lines, and negotiate a fair and reasonable fee and provide this information to Procurement Services. This fee should be payable by one of the following payment types and be clearly defined in the scope of work: a flat fee-fixed price payable upon completion of all services; or a flat fee-fixed price payable in progress payments in accordance with the defined payment schedule (must be tied to completion of specified milestones or deliverables); or a flat fee-fixed price payable per completion of each session with a maximum number of sessions and a minimum duration of each session defined; or a per hour rate with the maximum number of hours defined. The requestor is to provide documentation as to how the fair and reasonable price determination was made.

GENERAL COUNSEL APPROVAL (Required ONLY if over \$500,000 and an RFP/RFQ was not used)

I certify that I have reviewed and approved the justification documents for not completing a RFP/RFQ for this agreement.

Mark A. Miller
General Counsel's Signature (If applicable)
Interim Chief Facilities Counsel

Mark A. Miller
SIGNATURE

3/1/13
DATE

Gregory Garcia
Requesting Branch (Director's Name)

Gregory Garcia
SIGNATURE

2/21/13
DATE

Yvette Merriman-Garrett
Director, Procurement Services

Yvette Merriman-Garrett
SIGNATURE

3/1/13
DATE

Mark Hovatter
Chief Facilities Executive

Mark Hovatter
SIGNATURE

3/4/13
DATE

ASSIGN TO:

Agreement No.:




INTER-OFFICE CORRESPONDENCE

Existing Facilities-Repair & Modernization

DATE: 4/12/2013

TO: Procurement Administration

FROM: Aman Vaish, 
Acting Construction Director FSD - PE - Regions 3, 4 & 5

SUBJECT: Los Angeles FA Upgrade Project – Sole Source Contract Recommendation


Facilities Project Execution Central Region recommends to proceed with a sole source contract to First Fire Systems to complete the remaining scope not performed by PACWEST Construction on Contract #1010027/Project #23.05216.

Added work is required for Fire Alarm System Certification and must be completed by the Original Fire Alarm Contractor. First Fire Systems (FFS) was the original installing contractor and is the sole "Notifier" authorized and LAUSD approved installer of "Notifier" FA systems. Current Fire Alarm system is under a three (3) year warranty and contracting with a different Contractor will void the warranty. This work is an emergency work required to certify the Fire Alarm system.

The scope of work involves; Interlocking (2) HVAC units in Ballet Room with existing Fire Alarm System (Reference DSA approved FCD-015), providing two additional flow switches in mechanical room (back of Cafeteria) for the added two valves and backflow preventer, providing new Fire Alarm bell and connecting to the Fire Alarm System, relocating smoke detector device in gymnasium locker and shower area, reprogram the Fire Alarm System and software and providing an updated point list, providing signed NFPA72 forms to comply with all code requirements to achieve fire alarm system certification, providing required pretesting and 10% IOR testing for the Fire Alarm System and performing the 24-hr-battery testing.

Other delivery methods were scrutinized and will likely result in a system redesign to replace the new EST components with components from a different manufacturer initiated by a new installer. Work by others will void the FFS warranty in place. The costs to replace the existing system will be compounded by the new FA system installer's need to discover existing work in place from the original contract.

FFS has intimate knowledge of the existing incomplete FA system as installed and can complete the work with little discovery time thereby reducing our schedule to best fit completing the FA system for certification.

C: David Tatevossian
Yeghishe Minassian 
Saer (Sam) ELFarra

INTER-OFFICE CORRESPONDENCE

Los Angeles Unified School District

TO: Judith Reece, Director, Facilities Contracts
Facilities Construction Contracts

DATE: October 17, 2013

FROM: Beverly Williams, Contract Administrator
Facilities Construction Contracts

SUBJECT: RECOMMENDATION TO AWARD CONTRACT NO.: 1010027S

The following Contract is recommended for award for a SOLE SOURCE.

PROJECT NAME: LOS ANGELES HIGH SCHOOL

PROJECT DESCRIPTION: FIRE ALARM COMPLETION PROJECT

The contract amount is \$40,000.00 (Base Bid only). First Fire System Inc dba First Fire Alarm was the subcontractor on the original project. To avoid invalidating the existing warranty, they were selected to complete the fire alarm scope of work. The contract period is 30 calendar days.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that the referenced contractor, First Fire System Inc dba First Fire Alarm, is the responsive, responsible bidder for this Project.

The construction contract will be encumbered from the accounts listed below, provided by Program Controls: PO#4500029972

SCHOOL NAME AND PROJECT NO.	DOLLAR AMOUNTS	ACCOUNTING LINES		
		PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
Los Angeles HS (23A05216)	\$40,000.00	F-302652-03-401	0000-8500-16748	580001
Contract Amount (Base bid Only)	\$40,000.00			

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

☐ Recommendation to Award
prepared by:


Beverly Williams, Contract Administrator

10/17/13
(Signature/date)

For Use by Facilities Construction Contracts (Central Office only):

DATE OF LAST DUE DILIGENCE	N/A
DATE OF D&B	N/A
DEBARMENT CHECK DONE	N/A
CONTRACTOR PRE-QUALIFIED	YES
BID DATE	N/A
DISTRICT ESTIMATE	40,000.00
DOLLAR VALUE OF AWARD	40,000.00
NUMBER OF BIDDERS	1

Los Angeles Daily Journal
NOT APPLICABLE – SOLE SOURCE

ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

DATE OF LAST DUE DILIGENCE	N/A
DATE OF D&B	N/A
DEBARMENT CHECK DONE	N/A
CONTRACTOR PRE-QUALIFIED	YES
BID DATE	N/A
DISTRICT ESTIMATE	40,000.00
DOLLAR VALUE OF AWARD	40,000.00
NUMBER OF BIDDERS	1

Los Angeles Daily Journal
NOT APPLICABLE – SOLE SOURCE


ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The successful sole source contractor is **First Fire System Inc dba First Fire Alarm**; they were the fire alarm subcontractor on the original project. To avoid invalidating the existing warranty, they were selected to complete the fire alarm scope of work. **The contract duration is 30 calendar days.**

All documentation and other supporting correspondence required to date have been reviewed in determining that **First Fire System Inc dba First Fire Alarm** is the responsive, responsible contractor to be awarded this Sole Source contract.

☐ Funding Pre-Encumbrance
/Bonds/OCIP/Insurance and

☐ Completion of Contract
Requirements verified by:

 10/17/13
Beverly Williams, Contract Administration Analyst (Signature/date)

 10/21/13
Approved by: Director, Facilities Construction Contracts Date
Over \$5 Million, Mark Hovatter signature required, Up to \$5 Million, Yvette Merriman-Garrett signature required.

c: Saer Elfarra, OAR
File

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: FIRST FIRE SYSTEMS
INC.

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- B. Failure to submit this document shall render the bid non-responsive.

1.02 ETHICS POLICY

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

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

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

- C. The OWNER Ethics Policy is available online through the following link:

<http://ethics.lausd.net/default.asp?Page=portal?contractorConsultantCode>

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.

1. Do you or others in your organization do the following: *(please check all that apply)*

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

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

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

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

OR

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

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

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

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

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

INSTRUCTIONS

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <http://ethics.lausd.net/elfs> 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 <http://ethics.lausd.net> 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

- 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.
- 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:
- Labor Compliance Program
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017
(213) 241-4665
- C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:
- <http://www.laschools.org/fcs/lcp>
- 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 SAFETY PREQUALIFICATION

- A. To be considered for award, bidders must agree to abide by and comply with the OWNER Construction Safety Standards, including safety prequalification of bidder and all tiers of subcontractors before tendering the bid to OWNER, and enrollment of CONTRACTOR 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). An experience modification rate exceeding 1.00 at the time of the bid may disqualify subcontractors from enrollment in OCIP.
- B. This certifies and confirms that the bidder is currently in compliance with the OWNER safety prequalification requirements at the time of bid and that the bidder has safety pre-qualified all tiers of subcontractors in accordance with OWNER safety prequalification requirements.

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

- 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 6.53 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.

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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

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

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

1.08 BIDDER CERTIFICATION

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

Executed on 09/16/13 at Los Angeles, California.

By: [Signature] Project Manager
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

Bidder Name: FIRST FIRE SYSTEMS, 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.
- 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.

[illegible]

**(THIS DOCUMENT CANNOT 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

**FIRE ALARM COMPLETION PROJECT
LOS ANGELES HIGH SCHOOL
CONTRACT NO. 101000275**

REVISED 01-05-2012
SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST
00 7351-1

Verification Of Bonds Information

<u>Date Called</u>	<u>Name of Surety Company</u>	<u>Date Bond Issued</u>	<u>Claims Address / Phone #</u>
8/28/2013	Philadelphia Indemnity Insurance	8/26/2013	251 South Lake Ave, Suite 360
	Company		Pasadena, CA 91101
			(626) 639-1321
	Bond number #:6622038		

VERIFIED BONDS WITH :	Stacia Baker	PHONE # (909) 919-2432
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CONTRACT #: 1010027S
PROJECT # 23A05216

VERIFIED BY: Beverly Williams

VENDOR # 11241
PIC DONE Y

Premium Based On Final Contract Amount

Bond Number: PB115105 00293

Premium: \$600.00

DOCUMENT 00 6114
PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS

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

denominated as number 1010027S,

described as FIRE ALARM COMPLETION PROJECT at LOS ANGELES HIGH SCHOOL (23A05216)

and is in the Contract Amount of \$40,000.00,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Philadelphia Indemnity 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 FORTY THOUSAND DOLLARS (\$40,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Contract Amount; 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 Amount 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 Amount increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.

8. SURETY shall be held and firmly bound by this Bond for any breach of CONTRACTOR's obligations, including any warranty of the Work, occurring within two (2) years of Substantial Completion of the entire Work. Any action on this Bond shall be commenced within three (3) years of the date of Substantial Completion.

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

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

11. Where they are used herein, the following terms that are specially defined in the Contract shall

have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 26th day of August 20 13

CONTRACTOR/PRINCIPAL
FIRST FIRE SYSTEMS INC dba FIRST FIRE
ALARM SYSTEMS

By [Signature] Title PRESIDENT
YAHOODA ROSHANZAMIR

Surety Name Philadelphia Indemnity Insurance Company
Address of Surety 251 South Lake Avenue, Suite 360
Pasadena, CA 91101
Telephone Number (626) 639-1321
Bond Number PB115105 00293

By [Signature]
Attorney-in-Fact: R.E. Gail
Address 9411 Haven Avenue, Suite 201
Rancho Cucamonga, CA 91730
Telephone Number (909) 919-2432

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date _____ By _____ Deputy

1010027S/bw

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On AUG 26 2013
Date

before me, Stacia C. Baker, Notary Public
Here Insert Name and Title of the Officer

personally appeared

R.E. Gail

Name(s) of Signer(s)

N/A

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.

Signature

Stacia C. Baker

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PHILADELPHIA INDEMNITY INSURANCE COMPANY
 231 St. Asaph's Rd., Suite 100
 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: R.E. Gail, of Sierra Summit Surety Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15TH DAY OF NOVEMBER 2012.



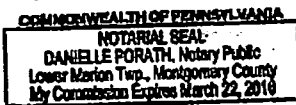
(Seal)

Sean S. Sweeney

President

Sean S. Sweeney, President
 Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of AUG 26 2013 2013.



Craig P. Keller
 Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

DOCUMENT 00 6113
PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
hereinafter called the OWNER, and FIRST FIRE SYSTEMS INC dba FIRST FIRE ALARM SYSTEMS
hereinafter called the CONTRACTOR, have entered into a Contract

for: FIRE ALARM COMPLETION PROJECT AT LOS ANGELES HIGH SCHOOL (23A05216)

Contract Amount: FORTY THOUSAND DOLLARS (\$40,000.00)

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, Philadelphia Indemnity Insurance Company
are held and firmly bound to the OWNER in the amount set forth under the bond, for the payment whereof in the manner specified, the Principal
and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

PAYMENT BOND

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

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

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

Signed and sealed this 26th day of August 20 13

CONTRACTOR/PRINCIPAL
FIRST FIRE SYSTEMS INC dba FIRST FIRE
ALARM SYSTEMS

By YAHOODA ROSHANZAMIR Title PRESIDENT

Surety Name Philadelphia Indemnity Insurance Company
Address of Surety 251 South Lake Avenue, Suite 360
Pasadena, CA 91101
Telephone Number (626) 639-1321
Bond Number PB115105 00293

By R.E. Gail
Attorney-in-Fact: R.E. Gail
Address 9411 Haven Avenue, Suite 201
Rancho Cucamonga, CA 91730
Telephone Number (909) 919-2432

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date _____

By _____ Deputy

#1010027S/bw

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On AUG 26 2013 before me, Stacia C. Baker, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared R.E. Gail
Name(s) of Signer(s)

N/A



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.

Signature Stacia C. Baker
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: R.E. Gail, of Sierra Summit Surety Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15TH DAY OF NOVEMBER 2012.



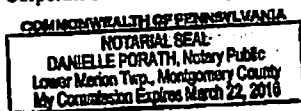
(Seal)

Sean S. Sweeney

President

Sean S. Sweeney, President
Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Danielle Porath

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15 day of NOVEMBER 2012

AUG 26 2013
AUG 26 2013



Craig P. Keller
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY