

**INTER-OFFICE CORRESPONDENCE
LOS ANGELES UNIFIED SCHOOL DISTRICT**

DATE: October 8, 2002

TO: **DEAN TRIEU**
Owner Authorized Representative

FAXED
Fax No. (323) 566-5274

FROM: **Marcie Griego**
Senior Administrative Assistant
Facilities Contracts Administration

SUBJECT: AUTHORIZATION TO PROCEED

NIMITZ MIDDLE SCHOOL (33.04646, 33.04647)
**PAINTING AND REFINISHING OF THE INTERIOR AND EXTERIOR OF
SCHOOL BUILDINGS AND APPURTENANT STRUCTURES**

Contract No. 0210268

This is your authorization to proceed with scheduling a job start meeting with Inspection Section and appropriate parties for the above referenced project.

Attached is a copy of the executed contract page and bond for your records.

If you have any questions or need additional information please call me at (213) 217-5200.

MG/lvj

Attachments
c: S. Ward
AON

0230183

DOCUMENT 00500

AGREEMENT FORM

Contract Number

0210268

☐ NO with Plans
☒ with Specs

This Agreement is made and entered into on the date set forth on Page 3 of this Agreement, by and between the Los Angeles Unified School District, by and through its Board of Education (hereinafter the "OWNER"), and Limasol Construction, Inc.

a Corporation
{Name as it appears on Contractor's State License - to be filled in by Contractor}
{sole ownership, partnership, corporation, joint venture, or other}

This Agreement is for the purpose of constructing that Project identified as **NIMITZ, CHESTER W., MIDDLE SCHOOL** and commonly referred to as **PAINTING AND REFINISHING OF THE INTERIOR AND EXTERIOR OF SCHOOL BUILDINGS AND APPURTENANT STRUCTURES**. The CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

NOW, THEREFORE, the parties hereto mutually agree as follows:

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 the following titled Project:

NIMITZ, CHESTER W., MIDDLE SCHOOL, PAINTING AND REFINISHING OF THE INTERIOR AND EXTERIOR OF SCHOOL BUILDINGS AND APPURTENANT STRUCTURES

0230183 (33.04646 & 33.04647)

[Bid Number/Project Number(s) - to be filled in by Facilities Contracts Administration (FCA)]

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER's Notice to Proceed. The time period for Final Completion of The Work shall be **365 calendar days** from the date set forth in the OWNER's Notice to Proceed. TIME IS OF THE ESSENCE.

INTERIOR/EXTERIOR PAINTING
NIMITZ, CHESTER W., MIDDLE SCHOOL
ADDENDUM NO. 1

Original

REVISED 03/25/02
AGREEMENT FORM
00500-1

Article 3 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$ 725,000.00),
(To be filled in by OWNER / Office of FCA)

subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount 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.

Article 4 - Hold Harmless, Defense and Indemnification

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 indemnitees 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 4 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnitees from their own active negligence, such as is prohibited by Civil Code Section 2782.

Article 5 - 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 6 - Bonding

If the amount of original award of 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 Contract Amount and contain the terms and conditions required by Sections 5.19 through 5.21 of the General Conditions.

Article 7 - 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.

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

Executed on September 30, 2002, at Los Angeles, California.
(To be filled in by Chief Facilities Executive) CHIEF, FACILITIES CONTRACTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: [Signature]
CHIEF FACILITIES EXECUTIVE /CHIEF,
Facilities Services Division FACILITIES
CONTRACTS

CONTRACTOR

By: [Signature] ✓
CONTRACTOR

BLUE INK SIGNATURE REQUESTED.

THIS AGREEMENT MUST BE EXECUTED BY THE BIDDER IN TRIPPLICATE AND TURNED IN WITH THE SEALED BID.
(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED).
(FAILURE TO SUBMIT THIS FORM MAY RENDER YOUR BID NON-RESPONSIVE).

END OF DOCUMENT

INTERIOR/EXTERIOR PAINTING
NIMITZ, CHESTER W., MIDDLE SCHOOL
ADDENDUM NO. 1

REVISED 03/25/02
AGREEMENT FORM
00500-3

**PAYMENT BOND
(LABOR AND MATERIAL)**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **LIMASOL CONSTRUCTION INC**

hereinafter called the CONTRACTOR, have entered into a contract

dated: **SEPTEMBER 24, 2002**

for: **PAINTING AND REFINISHING OF THE INTERIOR AND EXTERIOR OF SCHOOL BUILDINGS AND APPURTENANT STRUCTURES AT NIMITZ MIDDLE SCHOOL (33.04646, 33.04647)**

Contract **(\$725,000.00)**

Amount: **SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS**

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, **Merchants Bonding 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.

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 7th day of October 20 02

CONTRACTOR/PRINCIPAL
LIMASOL CONSTRUCTION INC

By [Signature]
Title President

SURETY
Merchants Bonding Company
By Matthew Robert Dobyns
Matthew Robert Attorney-in-Fact **Dobyns**
Address **1440 N. Harbor Blvd. #610 Fullerton**
Telephone Number **(714) 441-2722** **CA 92835**
Bond Number **CAC 4250**

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

#0210268

DOCUMENT 00605

FAITHFUL PERFORMANCE BOND

Bond# CAC 4250
PREMIUM: \$9,158.00
EXECUTED IN TRIPLICATE

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called OWNER, and LIMASOL CONSTRUCTION INC

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

dated: SEPTEMBER 24, 2002

for: PAINTING AND REFINISHING OF THE INTERIOR AND EXTERIOR OF SCHOOL BUILDINGS AND APPURTENANT STRUCTURES AT NIMITZ MIDDLE SCHOOL (33.04646, 33.04647)

Contract (\$725,000.00)

Amount: SEVEN HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS

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

FAITHFUL PERFORMANCE 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 shall in a workmanlike manner promptly, competently, and faithfully perform all of the terms and conditions of the Contract in strict conformity therewith, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no adjustment to the Contract Amount and or Contract Times, alteration, additions and/or deletions to the terms of the Contract, or to the Work to be performed thereunder, shall in anyway affect its obligations on the above bond, and it does hereby waive notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

In case any suit is brought upon this bond, reasonable attorneys' fees shall be awarded to the prevailing party, only the amount thereof being within the Court's discretion. Attorneys' fees awarded against the Surety can exceed the penal sum of this bond.

Signed and sealed this 7th day of October 20 02

CONTRACTOR
LIMASOL CONSTRUCTION INC

SURETY
Merchants Bonding Company

By [Signature]
Title President

By Matthew Robert Dobyns
Matthew Robert Attorney-in-Fact Dobyns
Address 1440 N. Harbor Blvd. #610 Fullerton
Telephone Number (714) 441-2722 CA 92835
Bond Number CAC 4250

OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

1. The named Surety is currently certified by the State Insurance Commissioner as an admitted Surety Insurer and such authority is in full force and effect.
2. This office has on file the financial statement of the named surety for the period ending _____ showing capital and surplus not less than ten (10) times the Contract Amount.

Conny B. McCormack, County Clerk

Date _____ By _____ Deputy

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