

Los Angeles Unified School District

Facilities Services Division Facilities Construction Contracts

RAMON C. CORTINES
Superintendent of Schools

JAMES SOHN
*Interim Chief Facilities Executive
Facilities Services Division*

GREGORY A. GARCIA
*Director
Facilities Contracts+*

YVETTE MERRIMAN-GARRETT
*Senior Manager
Facilities Construction Contracts*

December 14, 2009

FAXED
Fax No. 818-225-0284

Fix Painting Company
23003 Ventura Blvd.
Woodland Hills, Ca. 91364

NOTICE OF AWARD

Contract No.: 1030022
Project: JOC #150 (23.08294)
Project Description: PAINTING CONTRACTING SERVICES
Contract Amount: \$25,000-\$1,000,000
Contract Duration: 365 Calendar Days (with option terms)

This is your notice that you have been awarded the contract for the above-referenced project on December 11, 2009 hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The executed contract documents are ready for you to pick-up at Facilities Contracts Services, Construction Contracts Unit, 1545 Wilshire Boulevard, Ste 100, Los Angeles, CA 90017-4510. **YOU MUST PICK THEM UP PROMPTLY.**

Please contact your project Owner Authorized Representative (OAR), Tim Godar, at 213-346-2171 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at (213) 207-2300.

Sincerely,


WAYNE PEOPLES
CONTRACT EXECUTION SUPERVISOR

c: Richard Rockwell
Tim Godar, (OAR)
Beverly White, CAA-
Inspection Section
Vera Lovejoy
Jaymin Shah
Jennifer Salinas
AON
AON SERVICE CENTER
Dan Sloan, Parsons
Kevin Hurley, Parsons
Universal Reprographics, Inc. (URI)
File (Bid No: 1030022)
Existing Facilities
/s

BID AND ACCEPTANCE FORM

Bidder Name: FIX PAINTING COMPANY

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date; and deposit with Los Angeles Unified School District, Facilities Construction Contracts, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017 located at the intersection of Wilshire Boulevard and Union Avenue.
- 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: Before 1:00 P.M. on October 27, 2009

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 CONTRACT #1030022 / Alias #150, PAINTING CONTRACTING SERVICES (PROJECT NO. 23.08294) in strict conformity with the Bidding Documents prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number

1.05 ADJUSTMENT FACTORS

- A. Adjustment Factors. The Contractor bids four (4) adjustment factors that will be applied against the prices set forth in the Construction Task Catalog. These adjustment factors will be used to price out fixed price work orders by multiplying the adjustment factor by the unit prices and quantities.

- B. Base Period (12 months from Notice of contract award or expenditure of the \$1,000,000 maximum value of the contract, whichever occurs first)

Factor 1 - Unit work requirements to be performed during normal school hours, weekday 7am to 3pm, for Projects as ordered by the OWNER in individual job orders against the contract.

1. 0 . 4 5 0 0

Utilize four decimal places

II. CONSTRUCTION IS PERFORMED BY A SUBCONTRACTOR

D = Subcontractor costs. (Three quotes are required)

If unable to provide competitive quotes from multiple contractors/suppliers and only a single source is available, submit the breakdown of the subcontractor's Material, Labor and Equipment costs in the same format (A, B, C) as specified above.

ALLOWED COST FOR NON-PREPRICED TASK

(A+B+C or D) X NON-PREPRICED Adjustment Factor

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:

**JOB ORDER CONTRACT # 1030022 / Alias # 150
PAINTING CONTRACTING SERVICES (PROJECT NO. 23.08294).**

1030022

[Contract Number]

Article 2 - Time for Completion

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The base term of the Contract shall be twelve months or the expenditure of the maximum value of the Contract which ever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

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

ADDENDUM NO. 2

JOB ORDER CONTRACT (1030022)
DISTRICT WIDE

REVISED 10/26/2009
BID AND ACCEPTANCE FORM
00400-3

FOR FCC USE ONLY

Contract Number
1030022

☐ with Plans
☒ with Specs

1.10 ACCEPTANCE

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

FIX PAINTING COMPANY

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

, a **SOLE OWNERSHIP**

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

This Contract is for the purpose of constructing that Project identified **JOB ORDER CONTRACT #1030022 / Alias #150, PAINTING CONTRACTING SERVICES (PROJECT NO. 23.08294)**. 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.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the guaranteed minimum value of twenty-five thousand dollars (\$25,000) up to the maximum contract value of one million dollars (\$1,000,000), to be determined by individual Job Orders, 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.

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 Dec 11, 20 09 at Los Angeles, California.

*(To be filled in by Chief Facilities Executive
or Director, Facilities Contracts)*

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: 

CHIEF FACILITIES EXECUTIVE / DIRECTOR, FACILITIES CONTRACTS
Facilities Services Division

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

ADDENDUM NO. 2
JOB ORDER CONTRACT (1030022)
DISTRICT WIDE

REVISED 10/26/2009
BID AND ACCEPTANCE FORM
00400-5

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: FIX PAINTING COMPANY

- 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:

✓ NONE

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

http://ethics.lausd.net/default.asp?Page=portal2_contractorConsultantCode

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

I. 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)

- B. The objective of this policy is specifically to discourage and prevent 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 6.19 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:

Facilities Contract Services / Labor Compliance Program
333 South Beaudry Avenue, 19th 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


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 OCTOBER 26, 2009, at WOODLAND HILLS, California.

By:  OWNER
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

LOS ANGELES UNIFIED SCHOOL DISTRICT

Facilities Construction Contracts

1545 Wilshire Boulevard, Suite 100

Los Angeles, CA 90017

Tele: (213) 207-2300, Fax: 413-4010

Yvette Merriman-Garrett, Manager

Ernie Byrd Jr., Manager

Post Bid Conference Agenda

Date: Thursday, November 19, 2009

Time: 10:40 AM

Location: Facilities Construction Contracts

Contract Nos.: 1030022 / Alias 150 – Project No. 23.08294

Project Description: Painting Contracting Services

Company Name/Address: Fix Painting Company
23003 Ventura Blvd.
Woodland Hills, CA 91364

Bid Process

Were the bid documents clear and concise? yes

Did you review and re-evaluate the four adjustment factors that you submitted on this bid to ascertain if an error was made? yes, no errors made

Did you understand and receive all addenda, including any bid clarifications?
yes

Are there any unanswered questions or gray areas about the bid process that need attention at this time? no

Bid & Project Scope

Were the limits and requirements of the scope of work clear and concise? understand

Are there any gray areas that still need clarification? no

With the bid factors this low, are you willing to be awarded this contract knowing that it may cost you financially in the long run?

yes

Did you submit the **four adjustment factors** on this bid in accordance with the contract requirements and specifications? yes

What percentage of work will be self-performed? 90-95% self Performed

Are you aware that the Project Stabilization Agreement (PSA) is applicable to this project and did you incorporate this cost in your **adjustment factors** on this bid; and are you paying prevailing wages? yes, union contractor

Do you have a thorough understanding of the Project Stabilization Agreement (PSA) as it relates to "work week", "work hours", and "work day"? yes

Additional questions/clarifications

I certify under penalty of perjury that Composite Adjustment Factors of: 0.5790 on #1030022 for the above-referenced project is in accordance with the contract requirements, plans and specifications.

Alvin Lopez

(Bidder's Signature / Date)

The above mentioned and noted interview has been completed as of the date and time provided, and is annotated to the best of my knowledge and information.

Bidder's Signature

Alamy Lopez
Print/Sign/Title

Other Firm Members

Patt Schroeder / TGG
Print/Sign/Title

Print/Sign/Title

OAR's Signature

Tim Gedar,
Print/Sign/Title

CAA's Signature

Beverly F. White, Beverly F. White
Print/Sign/Title

Other Attendees

Christy Guzman / Cam
Print/Sign/Title

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address / Phone #
12/02/09	FIRST NATIONAL INSURANCE COMPANY OF AMERICA	11/24/09	714-441-2722
			MARY MARTIGNONI

CONTRACT #: 1030022

VERIFIED BY: VEE OHANIAN

VENDOR #: 8137

PICK DONE: ☒ Check

—

\$12,375.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT
TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. 6642305

DOCUMENT 00605
FAITHFUL PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and FIX PAINTING COMPANY

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

denominated as number 1030022,

described as PAINTING CONTRACTING SERVICES (PSA) at JOB ORDER CONTRACT NO. 150 (23.08294)

and is in the Contract Amount of TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000)

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and First National Insurance Company of America, 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 TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000), 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 24th day of November 2009

CONTRACTOR/PRINCIPAL
FIX PAINTING COMPANY

By Andreas Loizu Title: Andreas Loizu, Owner

Surety Name: First National Insurance Company of America
Address of Surety: 333 City Blvd., West, Suite 300
Orange, Ca. 92868
Telephone Number: 800-763-9268
Bond Number _____

By Ryan Manle
Attorney-in-Fact : Ryan Manle
Address: 1440 N. Harbor Blvd., Suite 610
Fullerton, Ca. 92835
Telephone Number: 714-441-2722

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

#1030022/vo

8137

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

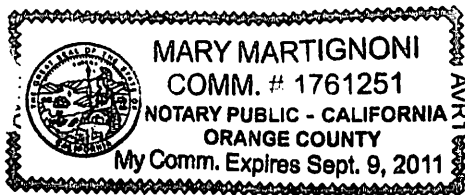
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11-24-2009 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Mantle
Name(s) of Signer(s)



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 [Handwritten Signature]
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: Ryan Mantle

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____
First National Insurance
Company of America

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9018

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*******LES M. MANTLE; RYAN MANTLE; Fullerton, California*******

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 21st day of March, 2009.

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of November, 2009.



Dexter R. Legg, Secretary

PREMIUM INCLUDED
IN PERFORMANCE BOND

DOCUMENT 00600
PAYMENT BOND
(LABOR AND MATERIAL)

Bond No. 6642305

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **FIX PAINTING COMPANY**

hereinafter called the CONTRACTOR, have entered into a Contract

for: **PAINTING CONTRACTING SERVICES AT JOB ORDER CONTRACT NO. 150 (23.08294) (PSA)**

Contract Amount: **TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000)**

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, **First National Insurance Company of America** 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 24th day of November 2009

CONTRACTOR/PRINCIPAL

FIX PAINTING COMPANY

By Andreas Loizu Title Andreas Loizu, Owner

Surety Name: First National Insurance Company of America
Address of Surety 333 City Blvd. West, Suite 300
Orange, Ca. 92868
Telephone Number : 800-763-9268
Bond Number _____

By Ryan Mantle
Attorney-in-Fact: Ryan Mantle
Address: 1440 N. Harbor Blvd., Suite 610
Fullerton, Ca. 92835
Telephone Number : 714-441-2722

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

#1030022/vo

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

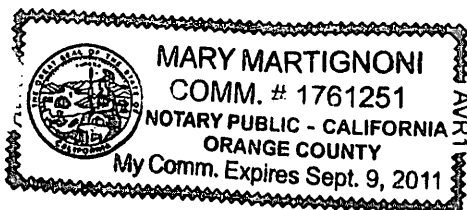
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11-24-2009 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Mantle
Name(s) of Signer(s)



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 Mary Martignoni
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: Ryan Mantle

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____
First National Insurance
Company of America

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9018

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

*****LES M. MANTLE; RYAN MANTLE; Fullerton, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 24th day of November, 2009



Dexter R. Legg, Secretary

LAUSD OCIP Contract#1030022 / Fix Painting Co
From: **Peter Planica** (Peter_Planica@ars.aon.com)
Sent: Mon 11/30/09 12:31 PM
To: Fix Painting Co. (aloizu@hotmail.com)
Cc: acs_construction@ars.aon.com

Attachments:

ATT00001 (3.1 KB), GL Insurance LAUSD 2009-10.pdf (32.6 KB), GL Insurance LAUSD Endorsement 2009-10.pdf (14.5 KB), Workers Comp LAUSD 2009.pdf (95.7 KB), Commercial Auto LAUSD 2009-10.pdf (23.4 KB)

Enrollment – Notification for Contract Number: [[ContractNo]]

Page 2 of 1
[[CurrentDateLong]]

Rule 106a1v3 Dated 10/01/2003
217378120050826121723

[[RuleCompany:Name]]
[[RuleCompany:AddressLine1]] • [[RuleCompany:AddressLine2]] • [[RuleCompany:CityStateZIPCode]] • Phone
[[RuleCompany:Tel]] • Fax [[RuleCompany:Fax]]



Aon Risk

Services

Construction Services Group

The materials enclosed with this facsimile transmission are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity(ies) named above. If you are not the intended recipient, be advised that any unauthorized disclosure, copying, distribution or taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify us by telephone to arrange for the return of the forwarded documents to us.

Rule 106a1v3 Dated 10/01/2003
217378120050826121723

Aon Risk Services Central, Inc.

Glenview IL Service Center • 1000 Milwaukee Avenue • Glenview, Illinois 60025 • Phone (866) 226-1420 • Fax (800) 363-6695

License No. 0530733

Facsimile Transmittal

Number of pages: 1

(including cover sheet)

Date: November 30, 2009

To: Andreas Loizu
Company: Fix Painting Co.
Fax Number: (818) 225-0284

From: Mr. Fred Mesa
Direct Line: (866) 226-1420
Fax Number: (800) 363-6695
E-mail: acs_construction@ars.aon.com

RE: LAUSD Owner Controlled Insurance Program (OCIP)

This is to confirm that your firm has completed the enrollment in the OCIP for the following contract.

Location:	
Contract Number:	1030022

Peter Planica | Associate Client Specialist, Aon Client Services

Aon Risk Services Central, Inc.

dba Aon Risk Insurance Services Central, Inc. • CA License 0D04043

1000 N. Milwaukee Ave, Glenview IL 60025

Tel 866-226-1420

Fax 800-363-6695

email: peter_planica@ars.aon.com

Los Angeles Unified School District

Facilities Services Division

Ramon C. Cortines
Superintendent of Schools

James Sohn
Interim Chief Facilities Executive

Gregory A. Garcia
Director, Facilities Contracts
Facilities Services Division

Tybouy Tang-Wong
Labor Compliance Manager

December 2, 2009

Andreas Loizu
Fix Painting Company
23003 Ventura Blvd.
Woodland Hills, CA 91364

Via Fax Only: (818) 225-0284

RE: School: Various Schools
Contract No: 1030022 - Master Contract (JOC)
Description: Painting Contracting Services
Project(s): 23.08294

Dear Mr. Loizu:

Per our telephone conversation today, you were informed that the Los Angeles Unified School District's Labor Compliance Department (LCD) received the Job Order Contract of the above-referenced contract and your company is listed as the lowest bidder therein. In that conversation, you were apprised that this project, being a Public Work, is subject to all the Labor Compliance Program requirements. The following items were thoroughly discussed, namely:

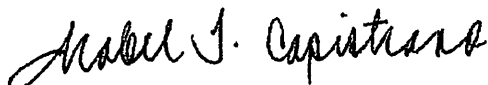
1. Payment of prevailing wage and payment of shift differential if applicable.
2. Weekly online submission of certified payroll records.
3. Close monitoring of the project and subcontractors by your company and the LCD to ensure compliance with all prevailing wage requirements, and statutory and contractual requirements.
4. Correct classification of workers.
5. All apprentices working on this project must be registered with the state of California.
6. Class C-10 electrical contractors must strictly adhere to the guidelines of the Electrician Certification Program.

We are glad to learn from you that you and your company are completely aware of the above requirements and are intent to fully comply therewith.

Please be reminded that your ability to maintain your status as a responsible contractor with the Los Angeles Unified School District depends upon your compliance with all the statutory and contractual requirements with the District.

If you have questions regarding LCD issues, please do not hesitate to call me at (213) 241-4271.

Sincerely,



Mabel Capistrano
Assistant Administrative Analyst

cc: Tybouy Tang-Wong, Labor Compliance Manager
Beverly White, Contract Administration Analyst



23003 Ventura Blvd.
Woodland Hills, CA 91364
Office: (818) 225-0633 Fax: (818) 225-0284
E-mail: aloizu@hotmail.com

November 30, 2009

Project Labor Coordinator
c/o Parsons Construction Inc.
100 W. Walnut Street
Pasadena, CA 91124
Phone: 626-440-2000
Fax: 626-440-2516

Attn.: Jessica Jones

Re: Project Stabilization Agreement – New School Construction and Major Rehabilitation Funded By Proposition BB and/or Measure K

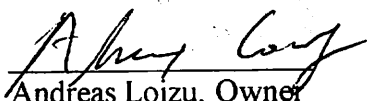
LETTER OF ASSENT

Dear Jessica:

This is to confirm that Fix Painting Company 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 **Contract No. 1030022 Job Order Contract #150, Painting Contracting Services**, 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 and identical Letter of Assent prior to their commencement of work.

Sincerely,
Fix Painting Company

By:


Andreas Loizu, Owner