

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 8, 2009

FAXED
Fax No. 818-241-1665

BETA INVESTMENTS & CONTRACTS
1613 E GLENOAKS BLVD #A
GLENDALE CA 91202

NOTICE OF AWARD

Contract No.: 1030014
Project: JOB ORDER CONTRACT #142 (23.08286)
Project Description: MECHANICAL/HVAC CONTRACTING SERVICES (PSA)
Contract Amount: \$25,000 to \$500,000 (COMPOSITE ADJUSTMENT FACTOR 0.8403)
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 7, 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

WP/yc

c: Tim Godar, (OAR)
CAA- Beverly White
Inspection Section
Vera Lovejoy
Jennifer Salinas
AON
AON SERVICE CENTER
Dan Sloan, Parsons
Kevin Hurley, Parsons
Universal Reprographics, Inc. (URI)
File (Bid No:1030014)
Existing Facilities
/S

BID AND ACCEPTANCE FORM

Bidder Name: BETA INVESTMENTS
AND CONTRACTS INC.

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 10:00 A.M. on October 22, 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 #1030014 / Alias #142, MECHANICAL / HVAC CONTRACTING SERVICES (PROJECT NO. 23.08286)** 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 - - - ✓ _____

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 \$500,000 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 . 6 9 0 2

Utilize four decimal places

Factor 2- Unit work requirements to be performed during after school hours, weekdays 3pm to 11pm, for Projects as ordered by the OWNER in individual work orders against the contract. Factor 2 shall not be less than Factor 1.

2.

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8

4

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Utilize four decimal places

Factor 3- Unit work requirements to be performed during premium working hours, weekdays 11pm to 7am, weekends and holidays, for Projects as ordered by the OWNER in individual work orders against the contract. Factor 3 shall not be less than Factor 2.

3.

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8

4

0

1

Utilize four decimal places

Factor 4- Non Pre-Priced items not found in the Construction Task Catalog, for Projects as ordered by the OWNER in individual work orders against the contract. The bid adjustment factor must not be lower than 1.1000 and may not be higher than 1.2500.

4.

1

 .

1

4

2

0

Utilize four decimal places

1.06 The base bid amount includes all applicable taxes and does not include Federal Excise Tax as set forth in Article 6.38 of the General Conditions.

1.07 BASIS OF AWARD OF CONTRACT:

A. The basis for award is 0.20 times Factor 1 added to 0.60 times Factor 2 added to 0.10 times Factor 3 added to 0.10 times Factor 4.

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

1.08 NON-PREPRICED WORK TASK LISTING AND PRICING

CONTRACTOR shall identify all required Work tasks that are Non-Prepriced in the CTC® and quantify the type and number of tasks and/or units. All Non-Prepriced Work shall be identified in the Proposal.

The total cost of all Non-Prepriced Work Tasks shall be determined according to the following formula:

COST OF NON-PREPRICED TASK = A + B + C or D

Where:

I. **CONSTRUCTION IS PERFORMED BY THE CONTRACTOR'S OWN FORCES**

A = Direct Material Costs (supported by three {3} quotes)

B = Labor – {Labor Rate in the CTC} X {Hours per Labor Classification}

C = Direct Equipment Costs (supported by the CTC pricing)

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 # 1030014 / Alias # 142

MECHANICAL / HVAC CONTRACTING SERVICES (PROJECT NO. 23.08286).

1030014

[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 settlement. This Article 3 is not meant to require the CONTRACTOR to defend, indemnify or hold harmless the potential indemnities from their own active negligence, such as is prohibited by Civil Code Section 2782.

JOB ORDER CONTRACT (1030014)
DISTRICT WIDE

REVISED 09/15/2009
BID AND ACCEPTANCE FORM
00400-3

Article 4 - Insurance

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

Article 5 - Bonding

The CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor) and a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Award Amount and shall contain the terms and conditions required by Articles 5.15 through 5.16 of the General Conditions. The CONTRACTOR is also required to submit all other bonds as required by the Contract Documents.

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE: OCTOBER 22, 2009

By BETA INVESTMENTS & CONTRACTS INC (SEAL)
(Firm Name as it appears on Contractor's State License)

Valian Beza ✓
(Signature of authorized person to sign bid)

Business Address: 1613 E GLENDALE BLVD. #A
GLENDALE, CA 91206

Phone No. 818-241-6774

Fax No. 818-241-1665

FOR FCC USE ONLY

Contract Number

1030014



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

Beta Investments & Contracts
(Name as it appears on Contractor's State License - to be filled in by OWNER / Facilities Construction Contracts)

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

This Contract is for the purpose of constructing that Project identified **JOB ORDER CONTRACT #1030014 / Alias #142, MECHANICAL / HVAC CONTRACTING SERVICES (PROJECT NO. 23.08286)**. 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 five hundred thousand dollars (\$500,000), 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 7, 20 09 at Los Angeles, California.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: [Signature]

~~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

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: BETA INVESTMENTS
AND CONTRACTS 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:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

- 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.

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

- A. The OWNER has established policies to restrict purchases to only those products and services that have been manufactured without the illegal use of sweatshop (including exploitive, "child", "forced", "convict", and indentured") labor. All sales/goods provided to the OWNER by the bidder and/or their subcontractor shall be in abidance with the OWNER's official policy regarding "sweat-free" schools.

- B. The objective of this policy is specifically to discourage and prevent the use of any form of "exploitive labor" but not cause undue and unnecessary economic hardship for laborers. This policy targets those types of child labor that effects the mental, physical, and emotional developments of children such as those types of exploitive labor which fall under the broader category of "sweatshop labor".
- C. The Sweat-Free Procurement Policy includes the following principle/requirements:
 - a. Safe and healthy working conditions
 - b. Prohibition of child labor
 - c. Disclosure of manufacturing plant locations
 - d. Verification and enforcement mechanisms
 - e. Compliance with applicable codes
 - f. Penalties for violations
 - g. Responsible bidder forms
 - h. Non-Poverty wage standard (domestic and international)
- D. For the purpose of establishing a non-poverty wage, the OWNER uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the OWNER recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries.
- E. The consequence for any violation by the bidder in the adherence to the aforementioned laws and /or provisions may result in action being taken by the OWNER against the bidder, which may include, but not limited to, contract cancellations, vendor defaults, and/or debarment.
- F. Bidder certifies that the products and services provided to the OWNER are manufactured in strict compliance with all applicable sweatshop, child and slave labor laws of this and all other countries of the products origin.
- G. This further certifies that the bidder and its subcontractors shall abide by all the provisions of the District's Sweat-Free Procurement Policy as set forth in this section.

1.04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work. (See Article 6.19 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

- F. 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 1.50 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 if the specialty trade is not currently included in the OWNER's subcontractor prequalification program. If the specialty trade is currently included in the OWNER's prequalification program, this certifies that the bidder is utilizing a subcontractor from the current OWNER's List of Pre-qualified Subcontractors regardless of tier and percentage of work and that the subcontractor has been listed on Document 00440 if the specialty work exceeds ½ of 1% of the base bid.
- C. The District's Subcontractor Prequalification Program ("Program") shall apply to all future job orders issued against this Job Order Contract, unless otherwise amended, and only subcontractors for the specialty trades implemented at that time shall be utilized by the Prime Contractor regardless of tier and value of the subcontract.

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/o. Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.19.2 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all Projects under this JOC Contract. 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, [✓] 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 OCTOBER 22, 09, at GLENDALE, California.

By: Valuon Beza - PRESIDENT
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

"Premium is for contract term
and is subject to adjustment
based on final contract price"

Bond#4059512

Premium:\$5,265.00

DOCUMENT 00605
FAITHFUL PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

Hereinafter called OWNER, and BETA INVESTMENT INC,

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

denominated as number 1030014,

described as MECHANICAL / HVAC CONTRACTING SERVICES (PSA) AT JOB ORDER CONTRACT #142 (23.08286)

and is in the Contract Amount of \$25,000- \$500,000,

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Ohio Casualty Insurance Companys 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 FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,000- \$500,000, 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:

MECHANICAL / HVAC CONTRACTING SERVICES (PSA)
JOB ORDER CONTRACT #142 (23.08286)

REVISED 12/18/2006

FAITHFUL PERFORMANCE BOND
00605-1

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefor; 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 19th day of November 2009

CONTRACTOR/PRINCIPAL
BETA INVESTMENT INC,

By Jahan Beza Title PRESIDENT

Surety Name <u>The Ohio Casualty Insurance Company</u>	By <u>[Signature]</u>
Address of Surety <u>9920 Pacific Heights Blvd. Ste. 425 San Diego, Ca. 92121</u>	Attorney-in-Fact: <u>David Noddle</u>
Telephone Number <u>858-450-0582</u>	Address <u>19507 Ventura Blvd. Tarzana, Ca. 91356</u>
Bond Number <u>4059512</u>	Telephone Number <u>818-881-1011</u>

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

#1030014/v0

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

ACKNOWLEDGMENT

State of California Los Angeles
County of _____

On 11-19-2009 before me, Christopher John Rizzotti, Notary
(insert name and title of the officer)

personally appeared David Noddle
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 _____ (Seal)

Signature of Officer

**Premium Included In
Performance Bond
Performance Bond**

Bond#4059512

DOCUMENT 00600
PAYMENT BOND
(LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and BETA INVESTMENTS

hereinafter called the CONTRACTOR, have entered into a Contract

for: MECHANICAL / HVAC CONTRACTING SERVICES (PSA) AT JOB ORDER CONTRACT #142 (23.08286)

Contract Amount: TWENTY FIVE THOUSAND TO FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$25,000 - \$500,000)

NOW, THEREFORE, the Contractor, as Principal, and the following named Surety, The Ohio Casualty 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 15806 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 3161 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 19th day of November, 2009

CONTRACTOR/PRINCIPAL
BETA INVESTMENTS

By Valian Bizz Title PRESIDENT

Surety Name The Ohio Casualty Insurance Company
Address of Surety 9920 Pacific Heights Blvd.
Ste. 425 San Diego, Ca. 92121
Telephone Number 858-450-0582
Bond Number 4059512

By David Noddle
Attorney-in-Fact David Noddle
Address 19507 Ventura Blvd.
Tarzana, Ca. 91356
Telephone Number 818-881-1011

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

#1030014/vn

ACKNOWLEDGMENT

State of California Los Angeles
County of _____)

On 11-19-2009 before me, Christopher John Rizzotti, Notary
(insert name and title of the officer)

personally appeared David Noddle
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 _____ (Seal)
Signature of Officer



CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY

No. 41-826

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of said Company, does hereby nominate, constitute and appoint: David Noddle, Sheila Noddle or Angela Bisordi of Tarzana, California its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TEN MILLION (\$10,000,000.00) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 20th day of November, 2008.



Mark E. Schmidt

Mark E. Schmidt, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 20th day of November, 2008 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



Cheryl S. Gregory

Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 2012.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 19th day of November A.D. 2009



Sam Lawrence

Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-513-867-3471 between 9:00 am and 4:30 pm EST on any business day.



*Aon Risk Services
Construction Services Group*

November 24, 2009

M. Vahan Bezdikian, Project Manager
Beta Investments and Contracts
1613 E. Glenoaks Blvd. #A
Glendale, CA 91206

Fax
Fax #: (818) 241-1665

RE: LAUSD OCIP II
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 1030014
WC Policy Number: WC7-C61-065821-409

Dear M. Bezdikian:

Welcome, you have been enrolled into the LAUSD OCIP II's OCIP for Work performed under contract number 1030014. Enclosed is a Certificate of Insurance evidencing your coverage for Worker's Compensation, General Liability, Excess & Umbrella. This coverage is only in effect while working at the LAUSD OCIP II project site. Your individual Workers Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Included with this packet is a Workers' Compensation LAUSD OCIP II Insurance Procedure checklist as well as a claim reporting form. We urge you to give a copy of these forms to each crew supervisor. A complete Claims Kit will be mailed to you shortly. The Claims Kit will include the mandatory state Workers Compensation Posting Notices. Please post these notices in a central location at the project site. Additional kits can be obtained by calling (866) 226-1420.

Some items you should be aware of include:

- ✓ Los Angeles Unified School District is responsible for all premium payments.
- ✓ You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD website (<http://www.lausd.net>) {search "OCIP Insurance Manual"} or via the AonWrap website (<https://www.aonwrap.aon.com>)
- ✓ Payroll Reports (Aon Form-4) are required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report *must* be submitted. A pre-completed Aon Form-4 is provided with this letter. Payroll may also be entered online. Please contact us for a userid and password.
- ✓ Adhere to all Safety Guidelines at all times.
- ✓ Your firm's Workers Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site.
- ✓ Report all claims in accordance with the OCIP Insurance Manual.
- ✓ You are responsible to notify us of any lower tier subcontractors *prior* to their starting work on-site. Lower tier subcontractors must complete their own separate forms.
- ✓ **General Contractors ONLY** are required to submit a Certificate of Insurance. Requirements are outlined in the attached check list.

File: 10651-v3.Dated: 10/31/2009
Publication: 20091124065821-409_0000420_106

Aon Risk Services Central, Inc.

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

Enrollment – Notification for Contract Number: 1030014

Page 2 of 9

November 24, 2009

- ✓ Complete a Notice of Work Completion (*Aon Form-5*) at the time work is completed and you are prepared to leave the site. A separate Aon Form-5 is required for each of your enrolled subcontractors.

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

Go to: <http://www.libertymutualhrs.com>

No username or password is necessary to use the site. If you need assistance in using the site, click on the "help" tab for full instructions.

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

On behalf of Los Angeles Unified School District we wish you a safe and successful project! Please call us at (866) 226-1420 if you have any questions or concerns.

Sincerely,

Mr. Fred Mesa
Senior Production Specialist

Enclosures Certificate of Insurance
 Workers' Compensation LAUSD OCIP Insurance Procedures
 Claims Reporting Form
 Payroll Reports (*Aon Form-4*)

Cc:

Rate 1061v3 Dated 10/01/2003
pp144001124001405_5885420_163

Aon Risk Services Central, Inc.

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



1613 E. GLENOAKS BLVD., SUITE A, GLENDALE, CA 91206 – TEL.: (818) 241-6774 – FAX: (818) 241-1665

ATTACHMENT A – LETTER OF ASSENT

November 18, 2009

Project Labor Coordinator
c/o Parsons Constructors Inc.
100 W. Walnut Street
Pasadena, CA 91124

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 Sir:

This is to confirm **Beta Investments & Contracts Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **LAUSD Contract No. 1030014, Project No. 23.08286 Job Order Contract #142**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Haro Bezdikian'.

Haro Bezdikian

BETA INVESTMENTS & CONTRACTS INC.

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