Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO Superintendent

PEDRO SALCIDO

Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE Deputy Chief Business Officer

> JUDITH REECE Chief Procurement Officer

June 12, 2023

E-MAIL: albert@fredricktowers.com

FREDRICK TOWERS, INC.

3661 San Fernando Road Glendale, CA 91204

NOTICE OF AWARD

RFQ / Contract No: <u>R-23015 / 2330010</u>

SAP Contract No.: 4400011626

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

Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$350,000 (BID ADJUSTMENT FACTOR 1.4444)

Contract Duration: 365 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on **June 9**, **2023** hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

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

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

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier DN: cn=Ronnie Bossier, o, ou=Procurement Services Division email=ronnie.bossier@lausd.net, c=US Date: 2023.06.12 10:10:40-07'00'

Ronnie Bossier Contract Administration Analyst

c:

J. Reece C. Pettus, Prequal B. Rios, A/P

B. White WTW (OCIP) M. Velasquez, Union

S. Boehm, PEX R. Lim, FPPS G. Garcia, PEX E. Tran, PSA

BID AND ACCEPTANCE FORM

Bidder Name: Fredrick Towers INC.

1.01 BID SUBMISSION INSTRUCTIONS

A. Submit this form along with the Required Bid Forms as outlined on Section 00 2113 and Section 00 4113, "sealed" in an envelope showing (1) Bidder's State Contractor License Name, (2) the RFQ Number, (3) Description of the Work [i.e. Job Order Contract – General Contracting Services] and (4) the Bid Opening Date and Time; and deposit the sealed bid at the location below. E-mail submittals will be accepted in addition to hard copy being delivered to the address below by the bid due date.

Los Angeles Unified School District (LAUSD/District)
Procurement Services Division - Job Order Contracting (JOC) Unit
333 S. Beaudry Ave.
Los Angeles, CA 90017

- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.
- 1.02 BID DUE DATE: No later than 3:00 PM April 21, 2023
- 1.03 PROJECT IDENTIFICATION:
 - A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES FOR ALL WORK HOURS (WEEKDAYS, WEEKENDS & HOLIDAYS) RFO/BID NO. R-23015 (DISTRICT-WIDE) in strict conformity with the Bidding Documents prepared by LAUSD Procurement Services Division.
- 1.04 Bidder acknowledges the following Addendum:

Number Number

1.05 BID ADJUSTMENT FACTOR(S)

- A. <u>Adjustment Factor</u>. The Contractor bids one (1) Bid Adjustment Factor that will be applied against the prices set forth in the Construction Task Catalog® (CTC). This Bid Adjustment Factor will be used to price out fixed price work orders by multiplying the Bid Adjustment Factor by the Unit Prices and quantities.
- B. <u>Base Period</u> (12 months from Notice of Contract award or expenditure of the \$350,000 Maximum Contract Value, whichever occurs first)

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



Utilize four decimal places. Use conventional rounding.

1...

1.06 Cost of Non Pre-Priced Task

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

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

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

Contractor Performed Duties

A = Direct labor cost and fringe benefits per prevailing wage rates

B = Direct material costs (supported by quotes)

C = Direct equipment costs (supported by equipment amortization data)

D = Allowable profit and overhead (this includes Worker's Compensation insurance) Total Cost of Non Pre-Priced Task = $(A + B + C) \times 10\%$

Subcontractor Performed Duties

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

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

1.08 BASIS OF AWARD OF CONTRACT:

- A. Pursuant to Public Contract Code (PCC) 20919 et seq., the District may award multiple Job Order Contracts to the most qualified and prequalified bidder based on the pre-established criteria set forth under the RFQ.
- B. OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Article 1 - Scope of Work

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

Article 2 - Time for Completion

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

1.09 TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

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

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

Article 4 - Insurance

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

Article 5 - Bonding

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

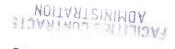
Article 6 - Provisions Required by Law Deemed Inserted

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

Article 7 - Vendor COVID-19 Vaccination Requirement

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

BID DATE: April 21	<u>-</u>
By Fredrick Towers INC.	(CORPORATE SEAL)
(Firm Name as it appears on Contractor's State License)	Shark
(Signature of authorized person to sign bid)	Luc.
Print Name: Albert Danelian	
Business Address: 3661 San Fernando Road, Glendale	
CA 91204	2300
Contractor License No.: 572986	123
Phone No. 818 951 3552	
Fax No. 818 951 3872	<u> </u>



2023 APR 21 PM 3: 00

FOR PROCUREMENT USE ONLY			
Contract Number			
2330010			
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

FREDRICK TOWERS, INC. {Name as it appears on Contractor's State License – to be filled in by OWNER / Facilities Contracts} , a CORPORATION {sole ownership, partnership, corporation, joint venture, or other}

This Contract is for the purpose of constructing that Project identified as JOB ORDER CONTRACTING FOR GENERAL CONTRACTING SERVICES (RFQ NO. R-23015) FOR ALL WORK HOURS (Weekdays, Weekends and Holidays) (DISTRICT-WIDE). CONTRACTOR is the most qualified prequalified bidder in response to the Request for Qualifications (RFQ) issued by the OWNER pursuant to Public Contract Code 20919 and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® and the Bid Adjustment Factor(s) as specified in the Bid Form.

Article 8 - Contract Value

The Contract is an indefinite-quantity contract for construction work and services. The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the Minimum Contract Value of Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of Three Hundred Fifty Thousand Dollars (\$350,000), to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the Contract is one year or the expenditure of the Maximum Contract Value, whichever occurs first. Upon mutual consent, the Maximum Contract Value may be increased to a value not to exceed eight million, three hundred sixty-five thousand dollars (\$8,365,000) during the term of the Contract. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the Contract.

It is understood and agreed that all applicable taxes are included in the Contract Value and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on	6/9/2023	, 20 at Los Angeles, California.
	GSA	LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION Bewely White DIEFECSFCD0843B Chief Procurement Officer or Designee

BLUE INK SIGNATURE REQUESTED

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM

SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 RELEASED 03/01/2023 BID AND ACCEPTANCE FORM 00 4100-5

DOCUMENT 00) 4313
BID SECURITY	FORM
Bond Number N/A Federal Insurance Company	Surety
	Bidder
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES	
TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)	Amount of Bond
Project Description: JOB ORDER CONTRACT FOR GENERAL CO Bid Due Date: 04/21/2023	ONTRACTING SERVICES (R-23015)
WHEREAS, the bidder is herewith submitting to OWNER the above described bid, v	which is attached hereto and made part thereof.
NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly an of the United States, for which payment we bind ourselves, our heirs, executors, administration of the United States.	d severally, to OWNER in the amount set forth above, lawful money ministrators, and assigns, jointly and severally, by these presents.
If the bid or any part of the bid shall be accepted and a contract awarded to the bidd the terms, conditions, and obligations to be kept and performed on the part of the bid and shall furnish bond(s) as required by the Contract and Specifications, or the call this obligation shall be void; otherwise it shall remain in full force and effect for a min by law, or longer through mutual agreement of the OWNER and bidder.	dder, and shall within the required time enter into a written contract for bids, or by law, with a surety acceptable to OWNER, then
This instrument and the amount of money set forth above shall be applied toward, be sustained by OWNER if the bidder fails to execute a written contract, or fails to seterms, conditions and obligations to be kept and performed on the part of the bidder.	ecure the necessary bond(s), or fails to comply with all the
The maximum amount of Surety's liability claimable and recoverable under this instrumency set forth above. In addition to the liability of the Surety under this bond, the bond reasonable attorneys' fees and costs, even if such amounts exceed the penal	Court shall award to the prevailing party in any suit brought on this
Dated this 14th day of April 20 23	ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT
Fredrick Towers, Inc.	State of
BIDDER	County of
By (signed) Signature of Authorized Person	On, before me
Title Operations Manager	, a Notary Public
Federal Insurance Company	Personally appeared Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged to me that he/she executed the same in his/her authorized
By (signed) Ryan Butterflas Signature of Attorney-In-Fact	capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.
Address 555 South Flower St., 3rd Floor	(Notary Seal)
City, State Los Angeles, CA 90071	<u> </u>
Telephone (213) 612-0880	
ATTACH CERTIFIED COPY OF POWER OF ATTORN (THIS DOCUMENT <u>CANNOT</u> BE ALTER [If you do not submit a certified or cashier's check, failure to s END OF DOCU	RED, MODIFIED, OR CHANGED.) submit this form shall render your bid non-responsive]

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015

RELEASED 03/01/2023 BID SECURITY FORM 00 4313-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document.
State of California) County of Orange) On APR 1 4 2023 before me,	Adelaide C. Hunter, Notary Public
Date personally appeared Ryan	Here Insert Name and Title of the Officer Butterfas
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ed, executed the instrument.
C	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ADELAIDE C. HONTER	Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this i	IONAL Information can deter alteration of the document or form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than	
Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Guardian or Conservator Other: Signer Is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:

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CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of November, 2021.

Down M. Chlores

Dawn M. Chloros, Assistant Secretary



STATE OF NEW JERSEY County of Hunterdon

SS.

Stephen M. Haney, Vice President

Str M fr



Hutufld Novary Public

On this 18th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- 2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of April, 2023.



Down M. Chlores

Dawn M. Chloros, Assistant Secretary

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IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493 Fax [908] 903- 3656 e-mail: surety@chubb.com

CERTIFICATION REQUIREMENTS

1.01	GENERAL
1.01	OLIVAL

Bidder Name: Fredrick Towers 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.
- Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project C. (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

1.02 **ETHICS POLICY**

- 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.)

N/A	N/A	N/A
	:	

C. WNER Ethics Policy is available online through the following

https://achieve.lausd.net/Page/14037

- D. Bidder shall answer the questions below to determine its need to register under the OWNER's revamped Lobbying Disclosure Program.
 - 1. Do you or others in your organization do the following: (please check all that apply)
 - Attend or arrange meetings with OWNER officials in person or over the phone;

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

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

INSTRUCTIONS

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

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

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

1.04 PREVAILING WAGES

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

Los Angeles Unified School District Labor Compliance Program 333 South Beaudry Avenue, 21st Floor Los Angeles, CA 90017 (213) 241-4665 C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

http://www.laschools.org/new-site/labor-compliance/

- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

1.05 PREQUALIFICATION

- A. To be considered for award, bidder must (i) abide by and comply with the OWNER Construction Safety Standards, including prime contractor, subcontractor and/or safety prequalification requirements for bidder and all tiers of its subcontractors, as applicable, before tendering the bid to OWNER, and (ii) enroll bidder prior to commencement of the Work, and all eligible subcontractors prior to commencement of their subcontracted Work, in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions).
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification and Asbestos and Lead Abatement Prequalification requirements at the time of bid. And that the bidder has safety pre-qualified all tiers of subcontractors (other than first-tier mechanical, electrical and plumbing subcontractors licensed pursuant to Section 7058 of the Business and Professions Code, specifically holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses ("MEP subcontractors") in accordance with OWNER safety prequalification requirements. If the bidder intends to contract with any MEP subcontractors to perform any such component work on the Project, this certifies that the bidder has selected MEP subcontractors in accordance with Document 00 1116 and Document 00 2113.

1.06 PROJECT STABILIZATION AGREEMENT (PSA) - APPLIES TO ALL JOB ORDER CONTRACTS [Pursuant to Public Contract Code (PCC) 20919]

A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/or Measure K funds, and/or further Propositions and/or Measures enacted by Los Angeles Unified School District voters prior to September 30, 2013, then the Contract for the Project is subject to the Project Stabilization Agreement (PSA) as entered into between OWNER and the Los Angeles and Orange County Building and Construction Trades Council on May 12, 2003 (See Article 6.19.8 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$175,000 and all prime specialty contracts that exceed \$20,000 as set forth in Article 2 of the Project Stabilization Agreement. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Project Stabilization Agreement by executing a certification or letter of assent in terms substantially identical to Attachment A–Letter of Assent of the Project Stabilization Agreement.

B. This certifies and confirms bidder has read and agrees to abide by and be bound to the Project Stabilization Agreement as entered into between OWNER and Building Trades Council on May 12, 2003, and amended from time to time by the parties or interpreted pursuant to its terms thereof.

1.07 DEBARMENT, SUSPENSION, INELIGIBILTY FOR AWARD

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

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

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

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

1.08 BIDDER CERTIFICATION

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

By:

Operations Manager

Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

NON-COLLUSION AFFIDAVIT

		NON-COLLUSION AFFIDAVII	
1.01	01 GENERAL		
	A.	The following affidavit is required by Section 7106 of the California Public Contract Code.	
	B. The Non-Collusion Affidavit shall be executed by bidder and submitted with bid.		
	C.	Failure to submit this affidavit, filled out and signed in its entirety, shall result in the bid bein	g deemed non-responsive.
State of California County of Los Angeles Albert Danelian (Name of person signing bid) Operations Manager (Title of Signer) (Name of Licensee Bidding) foregoing bid, the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a			
Contract	ployers Id	Fredrick Towers INC. Name as it appears on Contractor's State License dentification Number: 95-4176778 e License: 572986 Number A,B,C8,C10,C12,C20,C27,C36,HAZ Classification(s) Holder: Albert Danelian	Check One: Sole Ownership Partnership Corporation X Other
Expiration	on Date:	July 31 , 2023	
Address	366	S1 San Fernando Road, Phone (818	951 3552
City Glendale State <u>CA</u> Zip Code <u>91204</u> Fax (818) <u>951 3872</u>			
"The signature below binds bidder to all the stated conditions and bidder certifies under penalty of perjury under the laws of the State of California the foregoing is true and correct." By Albert Danelian Operations Manager Print Name Signature and Title (Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.) Dated this 21st day of April 20 23			
(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED.) [FAILURE TO SUBMIT THIS FORM SHALL RENDER THE BID NON-RESPONSIVE]			

END OF DOCUMENT

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01	GENERAL	Bidder Name:	Fredrick Towers INC.

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

TYPE(S) OF WORK	NAME OF SUBCONTRACTOR(S) (Firm Name as it appears on Contractor's State License)	LICENSE NO.	LOCATION OF BUSINESS (CITY, STATE)
			
			:
	<u> </u>		3=

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

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015 REVISED 01/06/2015 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST 00 7351-1

Bond No.: K41616313

Premium included with performance bond

PAYMENT BOND (LABOR AND MATERIAL)

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRIC	CT BOARD OF EDUCATION,
hereinafter called the OWNER, and	Fredrick Towers, Inc.
hereinafter called the CONTRACTOR, have entered into a C	
dated May 4, 2023	9
for Job Order Contract, General Contracting Service	ces (PSA), RFQ Contract No. R-23015 / 2330010
Contract Amount Three Hundred Fifty Thousar	nd and 00/100s Dollars (\$350,000.00)
NOW, THEREFORE, the CONTRACTOR, as Principal, and	the following named Surety, Federal Insurance Company
	forth under the bond, for the payment whereof in the manner specified, the Principal ators, successors and assigns jointly and severally, firmly by these presents:
PAYMENT BOND	
In an amount equal to One Hundred Percent (100%) of the Maximum Contract Value. The condition of this obligation the Contractor or his Subcontractors, fail to pay for any reprovisions, provender or other supplies, or teams, used in, or about the performance of the Work contracted to be dor any work or labor thereon of any kind, or for amounts due Unemployment Insurance Code with respect to such work or for any amounts required to be deducted, withheld, and pair the Franchise Tax Board from the wages of employee CONTRACTOR and his Subcontractors pursuant to Section the Revenue and Taxation Code, with respect to such work at that the surety will pay for the same, in an amount not excessum specified above, and also, in case suit is brought upon to 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.
	hat no change, extension of time, alteration or addition to the terms of the Contract or ct its obligations on the above bonds, and it does hereby waive notice of any such of the Contract Documents.
Signed and sealed this 8th	day of
CONTRACTOR/PRINCIPAL By Title	By Ryan Butterfas Attorney-in-Fact Address 555 South Flower St., 3rd Floor, Los Angeles, CA 90071 Telephone Number (213) 612-0880 Bond Number K41616313
The OWNER will obtain the following certification:	
CERTIFICATION I hereby certify:	
Data	200
Date	By
THIS DOCUMENT	CANNOT BE ALTERED, MODIFIED, OR CHANGED)

JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES RFQ/BID NO. R-23015

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	ON AND AND AND AND AND AND AND AND AND AN
	tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California County of Orange On MAY 0 8 2023 before me,)) Adalaida C. Hustan Matana Bublia
	Adelaide C. Hunter, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedF	
	Name(s) of Signer(s)
subscribed to the within instrument and ackr	fory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), 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.
200000000000000000000000000000000000000	WITNESS my hand and official seal.
ADELAIDE C. HUNTER	
Notary Public - California Orange County	Signature A. Hunts
Commission # 2343124 My Comm. Expires Jan 23, 2025	Signature of Notary Public
Place Notary Seal Above	OPTIONAL
Though this section is optional, completing	this information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	
Number of Pages: Signer(s) Other	Than Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s): ☐
☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact	☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	
☐ Other:	Other:
Signer Is Representing:	Signer Is Representing:

CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of November, 2021.

Dawn M. Chlores

Dawn M. Chloros, Assistant Secretary

Stephen Williams Vice President



STATE OF NEW JERSEY County of Hunterdon

SS.



Who of administration Notary Public

On this 18th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-infact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation,

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th day of May, 2023.



Down M. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Bond No.: K41616313 Premium: \$3,325.00

DOCUMENT 00 6114

PERFORMANCE BOND

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,
Hereinafter called OWNER, and Fredrick Towers, Inc.
hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,
denominated as number RFQ Contract No. R-23015 / 2330010
described as Job Order Contract at General Contracting Services (PSA)
and is in the Maximum Contract Value ofThree Hundred Fifty Thousand and 00/100s Dollars (\$350,000.00)
NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and Federal Insurance Company, as surety (hereafter "SURETY"), for themselves and each of their respective heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to OWNER in the amount of Three Hundred Fifty Thousand and 00/100s Dollars (\$ 350,000.00), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:
1. The condition of this obligation is that if the CONTRACTOR shall in a workmanlike manner promptly, competently, and faithfully perform the Work and all of the terms, conditions and provisions of the Contract, in strict conformity therewith, then this Bond shall be null and void; otherwise, this Bond shall remain in full force and effect.
2. In the event CONTRACTOR breaches the Contract and OWNER exercises its right to terminate CONTRACTOR's right to proceed with the Work, and subject to the terms of the Contract, OWNER shall notify CONTRACTOR and SURETY in writing, and SURETY shall promptly:
a. Arrange for CONTRACTOR, with consent of OWNER which OWNER may withhold in its sole discretion, to perform and complete the Contract; or
b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors, provided that OWNER either has prequalified such person or has no reasoned objection to such person performing the Work; or
c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with Performance and Payment Bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Maximum Contract Value; or
d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of

SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

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

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

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

10.

shall be awarded to the prevailing party, only the discretion.	amount thereof bei	ng within the Court	's or arbitrator's
11. Where they are used herein, the followare the same meaning ascribed to them in the Contract Documents, Contract Value, Contract Time, Day, Pure 2015.	ract: OWNER, CON	TRACTOR, Contract	
Signed and sealed this8th	day of	Мау	2023
B CONTRA Fredrick Tow	ACTOR/PRINCIPA Vers, Inc. Presiden	L	
Surety Name Federal Insurance Company Address of Surety 555 South Flower St., 3rd Floor Los Angeles, CA 90071 Telephone Number (213) 612-0880 Bond Number K41616313	_ Address 23046 A	act: Ryan Butterfas venida de la Carlota, Suit Hills, CA 92653 er (949) 457-1060	e 600
The OWNER will obtain the following certification:	Lumina E		1
CERTIFICATION BY LOS AND I hereby certify: 1. That the Surety named above has been certified by the such authority is in full force and effect. 2. That there is on file in this office the financial statement showing capital and surplus not less than ten times the surplus not less than ten times not less than ten times the surplus not less than ten times the surplus not less than ten times not less	State Insurance Commissi	oner as an admitted Surety	y Insurer and that
	Dean C. Logan, Count	y Clerk	
Date	Ву	Deputy	*

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

(THIS DOCUMENT <u>CANNOT</u> BE ALTERED, MODIFIED, OR CHANGED) END OF DOCUMENT

#

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate ve document to which this certificate is attached, and not the true	
Date Belove Hie,	Adelaide C. Hunter, Notary Public Here Insert Name and Title of the Officer
personally appeared Ryan But	tterfas lame(s) of Signer(s)
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowledge his/her/their authorized capacity(ies), and that by his/he or the entity upon behalf of which the person(s) acted,	ed to me that he/she/they executed the same in r/their signature(s) on the instrument the person(s),
of th	tify under PENALTY OF PERJURY under the laws e State of California that the foregoing paragraph ue and correct.
ADELAIDE C. HUNTER Notary Public - California	ature A Huts Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this information of this fraudulent reattachment of this form	rmation can deter alteration of the document or
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Than Na	
☐ Corporate Officer — Title(s): ☐☐ Partner —☐ Limited ☐☐ General ☐☐ Individual ☐☐ Attorney in Fact ☐☐ Trustee ☐☐ Guardian or Conservator ☐☐ Other: ☐☐ Other	Signer's Name: Corporate Officer — Title(s): Partner —

CHUBB.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ryan Butterfas, Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna Hills, California----

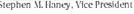
each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 18th day of November, 2021.

Down M. Chlores

Dawn M. Chloros, Assistant Secretary

Atre M He



















STATE OF NEW JERSEY County of Hunterdon

On this 18th day of November, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 16, 2024

Huber of lade Novary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I. DAWN M. Chloros. Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect,

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 8th day of May, 2023.



Down M. Chlores

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

VERIFICATION OF BONDS

	Bond not verified
Х	Bond verified

Contractor Name: FREDRICK TOWERS, INC.

Date Called	Name of Surety Co.	Date Bond Issued	Claims Address	Phone No.
05/16/23	D5/16/23 Federal Insurance Company 305 Madison Ave, Morristown, NJ 07960		Federal Insurance Company 305 Madison Ave, Morristown, NJ 07960	(213) 612-0880
			Bond Verified by: Matt Coates	

CONTRACT NO.: 2330010 VERIFIED BY: Ronnie Bossier \mathcal{RB}

BOND NO.: <u>K41616313</u> VENDOR NO.: <u>2915</u>

rb 05/16/23



FREDRICK TOWERS INC.

GENERAL CONTRACTORS CONCRETE CONTRACTORS CLASSIFICATION: A, B, C8, C10, C12, C20, C27, C36, HAZ LIC. #572986 DIR #1000001409

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

05/09/2023

Project Labor Coordinator Labor Compliance Department 333 S. Beaudry Ave 21st Floor Los Angeles, CA 90017

Attention: Labor Compliance

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

Re:

Project Stabilization Agreement -- New School Construction and Major

Rehabilitation Funded by Proposition BB and/or Measure K -- Letter of Assent

To Whom It May Concern:

This is to confirm **Fredrick Towers**, **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. **2330010** for the **R-23015/JOB ORDER CONTRACT – GENERAL CONTRACTING SERVICES (PSA)** project 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,

Fredrick Towers, Inc.

By: Albert Danelian Project Manager

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

From: Mohammad Ansari From Willis Towers Watson via Wrap Portal

To: Katy; lausd.ocip@willistowerswatson.com

Subject: LAUSD OCIP V Owner Controlled Insurance Program (OCIP) Enrollment Notification for Contract Number: R-

23015 2330010 WC Policy Number: 900 0199140 - #C338117

Date: Wednesday, June 7, 2023 12:25:08 PM

Attachments: Fredrick Towers Inc OCIP V - JOC Contracts COI 89d5b44d-a817-44f6-a579-76c92023e278.pdf

SampleCOIEnrolledParties.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attn: Katy Iranpanah Fredrick Towers, Inc. 3661 San Fernando Road Unit A

Glendale, CA 91204

Parent Contractor Name: Los Angeles Unified

School District

Work Location: OCIP V - JOC Contracts

Dear Katy,

Welcome, you have been enrolled into the LAUSD's OCIP V for work performed under contract number R-23015 2330010. Enclosed is a Certificate of Insurance evidencing your coverage for Workers' Compensation, General Liability and Excess & Umbrella. This coverage is only in effect while working at the OCIP V - JOC Contracts project site. Your individual Workers' Compensation policy will be sent to you as soon as it is received from the insurance carrier.

Some items you should be aware of include:

- Los Angeles Unified School District is responsible for all premium payments.
- You are responsible for reviewing the latest OCIP Insurance Manual, which is available through the LAUSD Risk Management website (https://achieve.lausd.net//site/default.aspx?PageID=1008) or via the WTW ComPAS website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no onsite work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.
- Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site.

Missing payroll could adversely affect your firm's Xmod.

- Adhere to all Safety Guidelines at all times. Questions Contact John McEvoy, Director of Safety, at (310) 800-5018.
- LAUSD provides program oversight within the Risk Management Division, OCIP Unit. If you have any questions regarding Workers' Compensation claims or reporting procedures please contact Juan Chaidez, WC Claim Processing Supervisor at 213 241 2210. For All other LAUSD OCIP related coverage and Insurance questions contact Aristeo Aguilera, OCIP Coordinator at 213 241 7994.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the WTW ComPAS system. Please save and print a copy to be kept available for the onsite job crew. It will include the mandatory state Workers' Compensation Posting Notices. Please post these notices in a central location at the project site.
- You are responsible to notify us of any lower tier subcontractors prior to their starting work onsite. Lower tier subcontractors must complete their own separate enrollment.
- · All Contractors are required to submit a Certificates of Insurance. Requirements are outlined in the attached check list.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (https://cp.wtwcompas.com)

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.esis.com/awcmpn

If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 7002168. "State you are under ESIS Medical Impact MPN"

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!

Sincerely,

Irene Montes
Willis Towers Watson
Five Concourse Parkway
18th Floor
Atlanta, GA 30328
Email:lausd.ocip@willistowerswatson.com

Enclosures: Certificate of Insurance Sample Enrolled Parties Certificate ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/7/2023

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

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

PRODUCER	Section Section 19 (4) Control of the Control of th	CONTACT NAME: Irene Montes
	Willis Towers Watson 300 South Grand Avenue, Suite 2000	PHONE (A/C, No, Ext): (415) 955-0239
	Los Angeles, CA 90071	E-MAIL ADDRESS: irene.montes@wtwco.com
		INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: Starr Indemnity & Liability 38318
INSURED	INSURER B: Starr Specialty Insurance Company 16109	
	Fredrick Towers, Inc. 3661 San Fernando Road Unit A Glendale, CA 91204	INSURER C: Starr Indemnity & Liability Company
		INSURER D: Endurance Risk Solutions Assurance Company
		INSURER E: ACE Property & Casualty Insurance Co.
		INSURER F: Ascot Specialty Insurance Company

COVERAGES CERTIFICATE NUMBER: LAUSDV - 00000 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
							MED EXP (Any one person)	\$	0
A		Y	Y	1000026031231	5/12/2023	5/1/2028	PERSONAL & ADV INJURY	\$	4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	POLICY X PROJECT LOC						PRODUCTS - COMP/ OP AGG	\$	4,000,000
	OTHER							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTO AUTO						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTO ONLY						PROPERTY DAMAGE (Per accident)	\$	
			33 B		8 0		: E3: 9:3	\$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
C	X EXCESS LIAB CLAIMS-MADE			1000588359231	5/12/2023	5/1/2028	AGGREGATE	\$	10,000,000
	DED RETENTION \$		2 8				Prod-Comp/Ops	% 2	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTHER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?	Y	Y	900 0199140	5/12/2023	5/1/2024	E.L. EACH ACCIDENT	s	1,000,000
	(Mandatory in NH) If yes, describe under		A STAN AND AND AND AND AND AND AND AND AND A		Security of the Security		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
							300 A 100 A		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Named Insured is a participant in the LAUSD OCIP V and enrolled into the program for work performed on site under contract number R-23015 2330010. The coverage is effective from the start date of the contract, 5/12/2023, through the completion of the work onsite, or completion of the project, whichever is first.

Location PSA - General Contracting Services

CERTIFICATE HOLDER	CANCELLATION
Los Angeles Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8625 Rex Road Pico Rivera, CA 90660	AUTHORIZED REPRESENTATIVE

DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

Policy #	Eff.Date	Exp.Date	Limits	
XSC30036742400	5/12/2023	5/1/2028		Each Occurrence Aggregate
XCQ G47403686 001	5/12/2023	5/1/2028		Each Occurrence Aggregate
EXNA2310000445-01	5/12/2023	5/1/2028		Each Occurrence Aggregate
EXC 4455899	5/12/2023	5/1/2028	140 (100 (100 (100 (100 (100 (100 (100 (Each Occurrence Aggregate
74924S230ALI	5/12/2023	5/1/2028		Each Occurrence Aggregate
1000588386231	5/12/2023	5/1/2028		Each Occurrence Aggregate
EXS 2001686 00	5/12/2023	5/1/2028		Each Occurrence Aggregate
	XSC30036742400 XCQ G47403686 001 EXNA2310000445-01 EXC 4455899 74924S230ALI 1000588386231	XSC30036742400 5/12/2023 XCQ G47403686 001 5/12/2023 EXNA2310000445-01 5/12/2023 EXC 4455899 5/12/2023 74924S230ALI 5/12/2023 1000588386231 5/12/2023	XSC30036742400 5/12/2023 5/1/2028 XCQ G47403686 001 5/12/2023 5/1/2028 EXNA2310000445-01 5/12/2023 5/1/2028 EXC 4455899 5/12/2023 5/1/2028 74924S230ALI 5/12/2023 5/1/2028 1000588386231 5/12/2023 5/1/2028	XSC30036742400 5/12/2023 5/1/2028 \$15,000,000 \$15,000,000 \$15,000,000 XCQ G47403686 001 5/12/2023 5/1/2028 \$15,000,000 \$15,000,000 \$15,000,000 EXNA2310000445-01 5/12/2023 5/1/2028 \$25,000,000 \$25,000,000 EXC 4455899 5/12/2023 5/1/2028 \$25,000,000 \$25,000,000 74924S230ALI 5/12/2023 5/1/2028 \$10,000,000 \$10,000,000 1000588386231 5/12/2023 5/1/2028 \$25,000,000

OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -Shepherd Specialty Insurance Services, Inc. -

H

Starr Surplus Lines Insurance Company - 13604 NORTH AMERICAN CAPACITY INSURANCE

COMPANY -

J



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2023

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

lf	SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the te	erms	and conditions of the po	licy, ce	rtain policies					
_	DUCER		01 (1110	ato notaer in nea er each	CONTAC		emirchyan				
	IVERSAL 1ST INSURANCE SERV.				NAME: PHONE				FAX	(818) 5	546-2262
655 N. CENTRAL AVE.					PHONE (818) 546-2200 FAX (A/C, No, Ext): (818) 546-2262 E-MAIL ripsimet@universal1st.com					710 2202	
	TE 1700				ADDRES	33					
	ENDALE			CA 91203		Camaini In	surer(s) AFFOR nsurance Com	RDING COVERAGE			NAIC # 10833
				CA 91203	INSURE	NA.	isurance Com	рапу			10633
INSU					INSURE	RB:					
	Fredrick Towers, Inc.				INSURE	RC:					
	3661 San Fernando Road				INSURE	RD:					
					INSURE	RE:					
	Glendale			CA 91204	INSURE	RF:					
				IUMBER: CL236706809				REVISION NUM			
	HIS IS TO CERTIFY THAT THE POLICIES OF I IDICATED. NOTWITHSTANDING ANY REQUII										
	ERTIFICATE MAY BE ISSUED OR MAY PERTA										
	XCLUSIONS AND CONDITIONS OF SUCH PO			TS SHOWN MAY HAVE BEEN	REDUC						
INSR LTR	TYPE OF INSURANCE	ADDL S		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	CE	\$ 1,00	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENT PREMISES (Ea occu		_{\$} 100,	,000
								MED EXP (Any one	person)	\$ 5,00	0
Α				VCGP029731		06/06/2023	06/06/2024	PERSONAL & ADV	INJURY	\$ 1,00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG		\$ 2,00	0,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP		\$ 2,00	0,000
	OTHER:									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO							BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED							BODILY INJURY (Pe	er accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAG	GE .	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENG	<u></u>	\$ 1,00	0,000
Α	EXCESS LIAB CLAIMS-MADE			VCFX002463		06/06/2023	06/06/2024	AGGREGATE	JE	φ .	0,000
	CB time with							AGGREGATE		\$	
	DED RETENTION \$ WORKERS COMPENSATION							PER STATUTE	OTH- ER	Ф	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE										
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE		\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA I		\$	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$	
DES	LOCATION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	DPD 40	1 Additional Pamarke Schodula	may bo at	tached if more en	aco is roquirod)				
	e certificate holder is named as Additional Ins	-			-	-		Drimany & Non o	contributory	,	
	icy includes blanket additional insured endor					The General L	lability policy is	s Filliary & Non-C	Continuation	•	
0											
Cor	ntract: R-23015 / 2330010										
CEI	RTIFICATE HOLDER				CANC	ELLATION					
	Los Angeles Unified School Dist	rict			THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICII F, NOTICE WILL B Y PROVISIONS.) BEFORE
	333 S. Beaudry Avenue				AUTHO	RIZED REPRESEN	ITATIVE				
	22nd Floor						1	d 1			
	Los Angeles			CA 90017				M ./			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	SUBROGATION IS WAIVED, subject is certificate does not confer rights to							require an endorsemen	t. As	tatement on	
PRODUCER					CONTACT ALLEN CADAEVANI						
Sta	teFarm ALLEN SARAFYAN				PHONE (A/C, No, Ext): 818-509-9902 FAX (A/C, No): 818-509-9903						
6	STATE FARM INSURAI	NCE.	AGE	NCY	E-MAIL ADDRE	ALLENG	MYAGENTA	LLEN.COM			
(11267 VENTURA BLVD)			7,551,5		URER(S) AFFOR	RDING COVERAGE		NAIC#	
	STUDIO CITY, CA 9160)4			INSURE	RA: State Fa	rm Mutual Aut	omobile Insurance Compan	у	25178	
NSU	RED				INSURE	R B :					
	FREDRICK TOWERS INC.				INSURE	RC:					
	3661 SAN FERNANDO RD U	JNIT.	Α		INSURE	R D :					
	GLENDALE, CA 91204-2939				INSURE	RE:					
					INSURE	RF:					
CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:			
IN CE	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT	OR OTHER S DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS	
ISR TR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
	COMMERCIAL GENERAL LIABILITY					,	,	EACH OCCURRENCE	\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								MED EXP (Any one person)	\$		
								PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$		
	OTHER:								\$		
	AUTOMOBILE LIABILITY			671 9742-F06-75		06/06/2023	06/06/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000	
	ANY AUTO			671 9741-F06-75		06/06/2023	06/06/2024	BODILY INJURY (Per person)	\$		
Α	OWNED AUTOS ONLY SCHEDULED AUTOS	Υ					06/06/2024	BODILY INJURY (Per accident)	\$		
	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			671 9728-F06-75		06/06/2023		PROPERTY DAMAGE (Per accident)	\$		
				671 9744-F06-75		06/06/2023	06/06/2024		\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION \$								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER	\$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$		
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
ESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORI	0 101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requi	red)			
Cer	tificate Holder is also named Additional	Insur	ed								
7	ject Number: R-23015 / 2330010										
-10	ject Nulliber: N-23013 / 2330010										
CEF	RTIFICATE HOLDER				CANCELLATION						
Los Angeles Unified School District					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	333 S. Beaudry Avenue				AUTHORIZED REPRESENTATIVE						
	28th Floor				Arcen Vaganyan						
	Los Angeles, CA 90017				XY.	wer v	yunge				

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the policy ertificate holder in lieu of such endor						ement on this	s certificate does not co	nfer riç	ghts to the	
PRO	DUCER				CONTAC NAME:	СТ					
Blue Lagoon Insurance Services LLC				PHONE (A/C, No, Ext): 818-306-8333 (A/C, No): 818-206-822.			6-8222				
153	03 Ventura Blvd				E-MAIL ADDRES	C : -DI	LISins.com				
9th	Floor						URER(S) AFFOR	DING COVERAGE		NAIC#	
She	rman Oaks			CA 91403	INSURE	RA: Clear Spri	ng Property and	Casualty Company		15563	
INSU	RED				INSURER B:						
	FREDRICK TOWERS INC				INSURER C:						
	3661 San Fernando Rd				INSURER D:						
					INSURE	RE:					
	Glendale			CA 91204-2939	INSURE	RF:					
CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:			
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INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	s		
	COMMERCIAL GENERAL LIABILITY					,	,		\$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
								MED EXP (Any one person)	\$		
								PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$		
	OTHER:								\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
	ANY AUTO							BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS							` '	\$		
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
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	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
	DED RETENTION \$							I BED OTH	\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							X PER STATUTE OTH- ER			
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	Υ	CWC01080000		9/1/2022	9/1/2023	E.L. EACH ACCIDENT	\$ 1,00		
	(Mandatory in NH) If ves. describe under							E.L. DISEASE - EA EMPLOYEE	· ·		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	0,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	IFS (ACORD	101 Additional Remarks Schedu	ıla mav h	e attached if mor	a enaca ie raquir	ad)			
	tract: R-23015 / 2330010	(/		, Additional Nemarks officul	, may b	e attached it filth	o opaco io reguii	-u,			
Ihis	certificate serves as evidence of insurance.										
CEI	RTIFICATE HOLDER				CANC	ELLATION					
	Los Angeles Unified School Distric 333 S. Beaudry Avenue	t			SHO THE ACC	ULD ANY OF 1 EXPIRATION I ORDANCE WI	DATE THEREO	ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIVI Y PROVISIONS.			
	28th Floor				AUTHO	RIZED REPRESEI	NTATIVE				
	Los Angeles CA 90017					Michael Cherin					

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO Superintendent

PEDRO SALCIDO

Deputy Superintendent of Business Services & Operations



DAVID D. HART Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

JUDITH REECE Chief Procurement Officer

May 5, 2023

Email: albert@fredricktowers.com

FREDRICK TOWERS, INC.

3661 San Fernando Road Glendale, CA 91204

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS (REVISED)

RFQ / Contract No.

R-23015 / 2330010

Project:

JOB ORDER CONTRACT

Project Description:

GENERAL CONTRACTING SERVICES (PSA) \$350,000 (BID ADJUSTMENT FACTOR 1.4444)

Contract Amount:
Contract Duration:

365 Calendar Days

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

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

Within **five (5)** business days of this notice, by <u>May 12, 2023</u>, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to <u>ronnie.bossier@lausd.net</u>, and hard copies delivered via express courier of your choice to 333 S. Beaudry Avenue, 28th Floor, 28-136-8, ATTN: RONNIE BOSSIER, the documents indicated below:

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

NOTICE OF INTENT TO AWARD: REMAINING REQUIREMENTS

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

X 2.	Original Certificate of Insurance (Document 00620), as indicated below, executed by an
	authorized representative of insurer:
X	Workers' Compensation
X	Comprehensive General Liability
X	Automobile Liability (Owned, hired, and non-owned)
X	Pollution Liability (includes Asbestos/Lead Abatement) endorsement

X 3. ENROLLMENT REQUIREMENTS (OTHER THAN EXCLUDED CONTRACTORS):

- Enrollment with the LAUSD Owner Controlled Insurance Program (OCIP) is REQUIRED. Please contact the Insurance Administrator, Willis Towers Watson Insurance Services West, Inc. at 415-955-0239, or via email at lausd.ocip@willistowerswatson.com. IT IS YOUR RESPONSIBILITY TO ENROLL INTO THE OCIP. IT IS ALSO YOUR RESPONSIBILITY TO ENSURE OCIP ENROLLMENTS OF ALL ELIGIBLE LISTED SUBCONTRACTORS, AND TO PROVIDE ASSURANCE OF THEIR ENROLLMENT. Note: All enrollments are to be completed on-line. Access will be granted once Willis Towers Watson has been notified of your awarded contract.
- The current Insurance Manual is available from the LAUSD Facilities website at: http://www.laschools.org/fcs/cc/pq/file-storage/?folder_id=1045824
 - enrollment packet will be sent to you by Willis Towers Watson. It will include instructions for online access and enrollment. Please complete the enrollment ASAP to ensure your ability to start work in a timely fashion.
 - Requirements of an EXCLUDED CONTRACTOR: As an Excluded contractor, enrollment with the Owner Controlled Insurance Program (OCIP) is NOT REQUIRED. Please contact the Insurance Administrator at Willis Towers Watson Insurance Services West, Inc. to obtain NOTIFICATION OF EXCLUSION from the Owner Controlled Insurance Program (OCIP) and for insurance requirements of Excluded contractors.

PROOF OF INSURANCE REQUIREMENTS FOR ENROLLED AND EXCLUDED CONTRACTORS:

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

- Excluded Contractors must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability and Contractors Pollution Liability (CPL) for all activities including both On-Site and Off-Site activities as per the insurance specifications in the contract. All Excluded contractors must provide their Certificate of Insurance to Willis Tower Watson, upload it into Wrap Portal, or emailed to: lausd.ocip@willistowerswatson.com
- A signed Letter of Assent (Attachment A to the Project Stabilization Agreement (PSA)).

 A Letter of Assent must be executed and submitted by the prime contractor to both Facilities Construction Contracts and Labor Compliance Department. Per Section 2.5(b) of the PSA, Facilities Construction Contracts will NOT award a contract until the Letter of Assent from the Prime Contractor has been received. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract number, and school name(s) or project site(s)).
- X 5. I certify under penalty of perjury under the laws of the State of California that my firm and all Subcontractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project.
- X 6. I certify under penalty of perjury under the laws of the State of California that my firm is still prequalified with the District and is eligible for an award of this contract, and that the information we submitted as part of the prequalification process remains unchanged.

Executed on

5-9-23

Olende

California

Signature of Authorized Officer

Drint Name

Title

Please sign and return this notice to JOB ORDER CONTRACTING.

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

Sincerely,

Ronnie Bossier

Digitally signed by Ronnie Bossier
DN: cn=Ronnie Bossier, o, ou=Procurement Services
Division, email=ronnie.bossier@lausd.net, c=US
Date: 2023.05.05 12:49:48 -07'00'

Ronnie Bossier Contract Administration Analyst

c: WTW Insurance Services Inspection Section File



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO Superintendent of Schools

JUDITH REECE
Chief Procurement Officer

MARK HOVATTER
Chief Facilities Executive

LORENA PADILLA-MELENDEZ

Director of Community Relations and Small Rusiness

YVETTE MERRIMAN-GARRETT

Director of Contracts Administration and Procurement Services

07/13/2022

FREDRICK TOWERS, INC. 3661 SAN FERNANDO ROAD GLENDALE, CA 91204

Re: Los Angeles Unified School District Certification Application

Dear Vendor,

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

Small Business Enterprise

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

Certification type	NAICS Code (if applicable)	Start Date	Expiry Date
Small Business Enterprise	236220	07/13/2022	07/13/2025
Small Business Enterprise	238210	07/13/2022	07/13/2025
Small Business Enterprise	238220	07/13/2022	07/13/2025

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

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

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

Changes to your business status that may impact your certification(s) must be reported as soon as possible. You are required to notify the LAUSD Small Business Program office or Vendor Services (VSU) of any changes impacting your certification eligibility. You may also contact VSU for assistance with Supplier Portal login credentials (username/password) or your SAP vendor number.

Small Business Program office: (213) 241-1340

Vendor Services Unit (VSU): (562) 654-9404 or PSG-VSU@lausd.net

To assist in researching your SBE certification inquiries, your reference number is 900005585.

Sincerely,

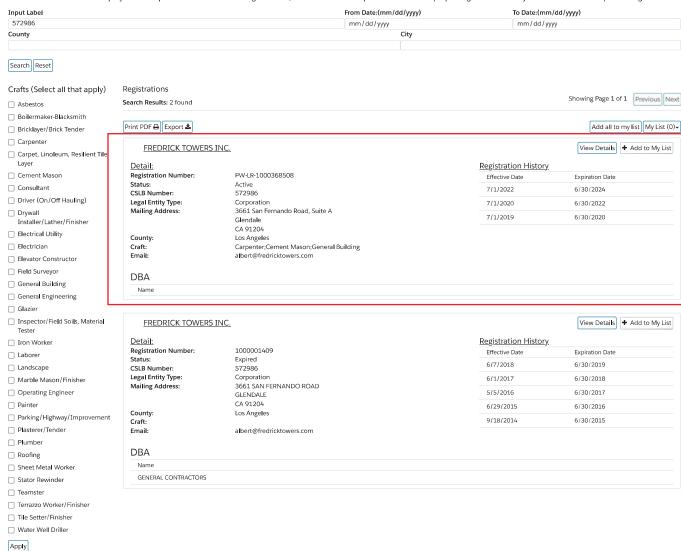
Lorena Padilla-Melendez

Director of Community Relations and Small Business

Public Works Contractor Registration Search

Enter at least one criteria to display registered public works contractor(s) matching your selections.

Note: Search results will display all of the public works contractor registrations, both current and expired. Make sure a proper registration fiscal year is selected when performing a search.





Contractor's License Detail for License # 572986

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more
 information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/23/2023 12:19:41 PM

Business Information

FREDRICK TOWERS INC 3661 SAN FERNANDO RD UNIT A GLENDALE, CA 91204 Business Phone Number:(818) 951-3552

 Entity
 Corporation

 Issue Date
 07/17/1989

 Expire Date
 07/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ► B GENERAL BUILDING
- ► C-8 CONCRETE
- ► C20 WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
- ► A GENERAL ENGINEERING
- ► C27 LANDSCAPING
- ► C10 ELECTRICAL
- ► C12 EARTHWORK AND PAVING
- ► C36 PLUMBING

Certifications

► HAZ - HAZARDOUS SUBSTANCES REMOVAL