

Los Angeles Unified School District

Facilities Services Division Facilities Construction Contracts

RAMON C. CORTINES
Superintendent of Schools

JAMES SOHN
Interim Chief Facilities Executive
Facilities Services Division

GREGORY A. GARCIA
Director
Facilities Contracts+

YVETTE MERRIMAN-GARRETT
Senior Manager
Facilities Construction Contracts

February 12, 2010

FAXED
Fax No. (818) 951-3872

FREDRICK TOWERS, INC
7055 FOOTHILL BLVD.
TUJUNGA, CA 91042

NOTICE OF AWARD

Contract No.: 1030004
Project: JOB ORDER CONTRACT NO. 132 (23.07797)
Project Description: GENERAL CONTRACTING SERVICES (PSA)
Contract Amount: \$25,000 to \$500,000.00 (COMPOSITE ADJUSTMENT FACTOR 0.6480)
Contract Duration: 365 Calendar Days (with option terms)

This is your notice that you have been awarded the contract for the above-referenced project on FEBRUARY 10, 2010 hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

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

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

Sincerely,



BEVERLY F. WHITE
CONTRACT ADMINISTRATION ANALYST

c: Tim Godar, OAR
CAA- Beverly F. White
Inspection Section
Vera Lovejoy
Jennifer Salinas
AON
AON SERVICE CENTER
Dan Sloan, Parsons
Kevin Hurley, Parsons
Universal Reprographics, Inc. (URI)
File (Bid No: 1030004)
Existing Facilities
P/S

BID AND ACCEPTANCE FORM

Bidder Name:

FREDRICK TOWERS INC. ✓

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date; and deposit with Los Angeles Unified School District, Facilities Construction Contracts, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017 located at the intersection of Wilshire Boulevard and Union Avenue.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: Before 10:00 A.M. on NOVEMBER 3, 2009.

1.03 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: JOB ORDER CONTRACT #1030004 / Alias #132, GENERAL CONTRACTING SERVICES (PROJECT NO. 23.07797) in strict conformity with the Bidding Documents prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

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

1 2

1.05 ADJUSTMENT FACTORS

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

B. Base Period (12 months from Notice of contract award or expenditure of the \$500,000 maximum value of the contract, whichever occurs first)

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

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Utilize four decimal places

ADDENDUM NO. 1

JOB ORDER CONTRACT (1030004)
DISTRICT WIDE

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

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Utilize four decimal places

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

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Utilize four decimal places

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

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Utilize four decimal places

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

1.07 BASIS OF AWARD OF CONTRACT:

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

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

1.08 NON-PREPRICED WORK TASK LISTING AND PRICING

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

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

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

Where:

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

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

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

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

D = Subcontractor costs. (Three quotes are required)

ALLOWED COST FOR NON-PREPRICED TASK

Article 1 - Scope of Work

JOB ORDER CONTRACT # 1030004 / Alias # 132
GENERAL CONTRACTING SERVICES (PROJECT NO. 23.07797).

1030004

Article 2 - Time for Completion

TIME IS OF THE ESSENCE.

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Article 4 - Insurance

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

Article 5 - Bonding

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

Article 6 - Provisions Required by Law Deemed Inserted

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

BID DATE: November 3, 2009

By FREDRICK TOWERS INC (SEAL)
(Firm Name as it appears on Contractor's State License)

[Signature] President
(Signature of authorized person to sign bid)

Business Address: 7055 FOOTHILL BLVD
TUWENCA CA 91042

Phone No. 818 951-3552

Fax No. 818 951-3872

FOR FCC USE ONLY

Contract Number
1030004with 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 Construction Contracts}

, a **CORPORATION**

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

This Contract is for the purpose of constructing that Project identified **JOB ORDER CONTRACT #1030004 / Alias #132, GENERAL CONTRACTING SERVICES (PROJECT NO. 23.07797)**. CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the guaranteed minimum value of twenty-five thousand dollars (\$25,000) up to the maximum contract value of five hundred thousand dollars (\$500,000), to be determined by individual Job Orders, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on Feb. 10, 2010 at Los Angeles, California.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: 

CHIEF FACILITIES EXECUTIVE / DIRECTOR, FACILITIES CONTRACTS
Facilities Services Division

BLUE INK SIGNATURE REQUESTED
FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE BID NON-RESPONSIVE

END OF DOCUMENT

CERTIFICATION REQUIREMENTS

01 GENERAL

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.

1.02 ETHICS POLICY

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

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

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

N/A _____

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

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

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

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

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

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

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

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

OR

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

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? *No*

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

| Item | Total |
|--|-------------------|
| Salaries, wages, and commissions for the people who conduct these activities | \$ <i>0</i> |
| Copies, publications, and other materials | \$ <i>0</i> |
| Transportation and meals | \$ <i>2,000.-</i> |
| Gifts, meals, and benefits for OWNER officials | \$ <i>100.-</i> |
| Media and advertisements | \$ <i>0</i> |
| Other expenses to support the selected activities | \$ <i>0</i> |
| Grand Total | \$ <i>2,100.-</i> |

INSTRUCTIONS

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

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

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

1.03 SWEAT-FREE PROCUREMENT POLICY

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

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

04 PREVAILING WAGES

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of Work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the Work. (See Article 6.19 General Conditions).
- B. Copies of the prevailing rate of per diem wages are on file in the following OWNER Office and shall be made available to an interested party on request:

Facilities Contract Services / Labor Compliance Program
333 South Beaudry Avenue, 19th Floor
Los Angeles, CA 90017
(213) 241-4665
- C. Information on the prevailing rate of per diem wages and the OWNER Labor Compliance Program is available at the following link:

<http://www.laschools.org/fcs/lcp>
- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.
- E. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the

- F. Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

1.05 SAFETY PREQUALIFICATION

- A. To be considered for award, bidders must agree to abide by and comply with the OWNER Construction Safety Standards, including safety prequalification of bidder and all tiers of subcontractors before tendering the bid to OWNER, and enrollment of CONTRACTOR prior to commencement of the Work and all eligible Subcontractors prior to commencement of their subcontracted Work in the OWNER Controlled Insurance Program (OCIP) (See Article 5, General Conditions). An experience modification rate exceeding 1.50 at the time of the bid may disqualify subcontractors from enrollment in OCIP.
- B. This certifies and confirms that the bidder is currently in compliance with the OWNER safety prequalification requirements at the time of bid and that the bidder has safety pre-qualified all tiers of subcontractors in accordance with OWNER safety prequalification requirements if the specialty trade is not currently included in the OWNER's subcontractor prequalification program. If the specialty trade is currently included in the OWNER's prequalification program, this certifies that the bidder is utilizing a subcontractor from the current OWNER's List of Pre-qualified Subcontractors regardless of tier and percentage of work and that the subcontractor has been listed on Document 00440 if the specialty work exceeds ½ of 1% of the base bid.
- C. The District's Subcontractor Prequalification Program ("Program") shall apply to all future job orders issued against this Job Order Contract, unless otherwise amended, and only subcontractors for the specialty trades implemented at that time shall be utilized by the Prime Contractor regardless of tier and value of the subcontract.

1.06 PROJECT STABILIZATION AGREEMENT (PSA)

- A. If the Work, or any portion thereof, under the Contract Documents is funded with Proposition BB funds and/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 6.19.2 of the General Conditions).

The obligation to abide and be bound by the Project Stabilization Agreement shall extend to all Projects under this JOC Contract. Bidder shall require all subcontractors of whatever tier to become similarly bound for all their Work within the scope of the Project Stabilization Agreement by executing a certification or letter of assent in terms substantially identical to Attachment A-Letter of Assent of the Project Stabilization Agreement.

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

1.07 DEBARMENT, SUSPENSION, INELIGIBILITY FOR AWARD

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

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

[] Have, [] have not, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

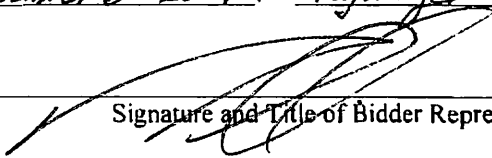
- B. If bidder answers "Have", a responsibility hearing may be held prior to award to determine the eligibility of bidder to remain qualified to bid and perform OWNER projects.

1.08 BIDDER CERTIFICATION

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

Executed on November 3rd 2009, at Tujunga, California.

By: _____

 Signature and Title of Bidder Representative

President

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

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

END OF DOCUMENT

- ☒ Bond was not verified.
☐ Bond was verified.

(Contract under 1M & Surety address matched PIC)
(Contract over 1M or Surety address does not matched PIC)

| Date Called | Name of Surety Co. | Date Bond Issued | Claims Address / Phone # |
|-------------|---------------------------|------------------|----------------------------------|
| 1-29-10 | Federal Insurance Company | 1/28/10 | 15 Mountain View Rd 949-457-1060 |
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CONTRACT #: 1030004

VERIFIED BY:

Beverly J. White
VENDOR #: 9352

PICK DONE: ☒ Check

Bond No. 8216-89-94 ✓
Premium: \$5,000.00

DOCUMENT 00605
FAITHFUL 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 1030004, ✓

described as GENERAL CONTRACTING SERVICES (PSA) at JOB ORDER CONTRACT NO. 132 ✓
(23.07797)

and is in the Contract Amount of FIVE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$500,000.00) ✓

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 FIVE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$500,000) ✓, as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:

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

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

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

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

c. Obtain bids or negotiated proposals from qualified contractors acceptable to and prequalified by OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to OWNER any excess of the amount of the completion contract over the remaining balance of the Contract Amount; or

d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and no later than thirty (30) days of SURETY's receipt of notice of termination from OWNER, or such longer period to which OWNER may agree:

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and

JOB ORDER CONTRACT NO. 132
JOB ORDER CONTRACT NO. 132

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FAITHFUL PERFORMANCE BOND
00605-1

SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

(ii) determine the amount for which SURETY may be liable to OWNER, and thereafter promptly tender payment thereof to OWNER.

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

3. In addition to any costs incurred in meeting its obligations pursuant to paragraph 2 above, SURETY shall pay OWNER any amounts due to Owner or for which Owner has become obligated in connection with the Contract arising from CONTRACTOR's failure to perform in accordance with the Contract, including any liquidated damages or other delay damages recoverable under the Contract; provided, however, that the aggregate liability of SURETY under this Bond, including under paragraph 2 and this paragraph 3, shall not exceed the amount of the Penal Sum as adjusted as provided in paragraph 7.

4. CONTRACTOR and SURETY agree that for purposes of exercising its rights under this Bond after Substantial Completion, OWNER may terminate CONTRACTOR's right to proceed, and call on SURETY to perform pursuant to this Bond, for CONTRACTOR's failure to perform Punch List work, warranty work or other items of work, which might not otherwise constitute a breach justifying termination of the Contract.

5. OWNER and SURETY shall cooperate with each other to assure prompt completion of the Contract, and, if SURETY exercises its option to proceed under subparagraphs 2a, 2b or 2c, Owner shall perform its obligations under the Contract with respect to any such completion contractor, including payment for work satisfactorily completed, in accordance with applicable law and the terms of the Contract except to the extent the Contract is modified by the OWNER and SURETY.

6. SURETY hereby stipulates and agrees that no adjustment to the Contract Amount or Contract Time, nor any other alteration, addition and/or deletion to the terms of the Contract, or to the Work to be performed thereunder, shall in any way affect its obligations under this Bond, and SURETY waives notice of any such change, adjustment, alteration, addition or deletion to the terms of the Contract Documents.

7. The Penal Sum of this Bond shall automatically increase as the Contract Amount increases; provided, however, the initial Penal Sum shall not increase more than fifteen percent (15%) absent written consent from the SURETY. SURETY's refusal to consent to such an increase in the Penal Sum shall not be a breach of this Bond.

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

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

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

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 28th day of January 20 10

CONTRACTOR/PRINCIPAL
FREDRICK TOWERS, INC.

By [Signature] Title President

Surety Name Federal Insurance Company

Address of Surety 15 Mountain View Road

Warren, New Jersey 07059

Telephone Number 908-903-2000

Bond Number 8216-89-94

By [Signature: Linda D. Coats] ✓

Attorney-in-Fact: Linda D. Coats ✓

Address 23461 South Pointe Drive, No. 240 ✓

Laguna Hills, CA 92653 ✓

Telephone Number 949-457-1060 ✓

Premium: \$5,000.00

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date _____ By _____ Deputy

#1030004/BFW

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

JOB ORDER CONTRACT NO. 132
JOB ORDER CONTRACT NO. 132

REVISED 12/18/2006
FAITHFUL PERFORMANCE BOND
00605-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On JAN 28 2010 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

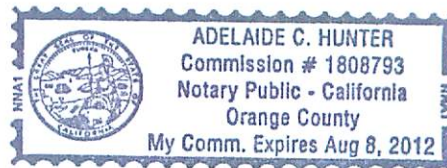
personally appeared Linda D. Coats,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Hunter





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

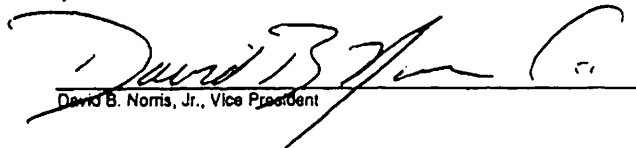
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp** 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, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

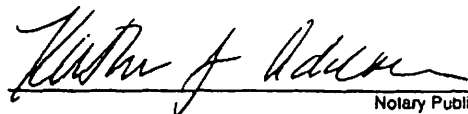
County of Somerset

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came **Kenneth C. Wendel**, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Kenneth C. Wendel**, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows 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 the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with **David B. Norris, Jr.**, and knows him to be Vice President of said Companies; and that the signature of **David B. Norris, Jr.**, subscribed to said Power of Attorney is in the genuine handwriting of **David B. Norris, Jr.**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

28th day of January, 2010




Kenneth C. Wendel, Assistant Secretary

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

**DOCUMENT 00600
PAYMENT BOND
(LABOR AND MATERIAL)**

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and FREDRICK TOWERS, INC.

hereinafter called the CONTRACTOR, have entered into a Contract

for: **GENERAL CONTRACTING SERVICES (PSA) AT JOB ORDER CONTRACT NO. 132 (23.07797)**

Contract Amount: FIVE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$500,000.00)

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

PAYMENT BOND

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

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

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

Signed and sealed this 28th day of January 2010

CONTRACTOR/PRINCIPAL
FREDRICK TOWERS, INC.

By [Signature] Title CEO

Surety Name Federal Insurance Company

Address of Surety 15 Mountain View Road

Warren, New Jersey 07059

Telephone Number 908-903-2000

Bond Number 8216-89-94

By [Signature]

Attorney-in-Fact: Linda D. Coats

Address 23461 South Pointe Drive, #240

Laguna Hills, CA 92653

Telephone Number 949-457-1060

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

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

Conny B. McCormack, County Clerk

Date

By
Deputy

#1030004/BFW

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On JAN 28 2010 before me, Adelaide C. Hunter, Notary Public
(insert name and title of the officer)

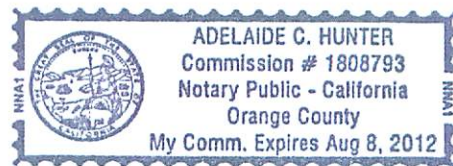
personally appeared Linda D. Coats,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Hunter





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

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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.

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Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

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Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

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Given under my hand and seals of said Companies at Warren, NJ this

28th day of **January, 2010**



Kenneth C. Wendel, Assistant Secretary

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



*Aon Risk Services
Construction Services Group*

February 2, 2010

Mr. Fred Danelian, President
Fredrick Towers, Inc
7055 Foothill Blvd.
Tujunga, CA 91042

Fax
Fax #: (818) 951-3872

RE: LAUSD OCIP II
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 1030004
WC Policy Number: WC7-C61-065821-739

Dear Mr. Danelian:

Welcome, you have been enrolled into the LAUSD OCIP II's OCIP for Work performed under contract number 1030004. Enclosed is a Certificate of Insurance evidencing your coverage for Worker's Compensation, General Liability, Excess & Umbrella. This coverage is only in effect while working at the LAUSD OCIP II project site. Your individual Workers Compensation policy will be sent to you as soon as it is received from the insurance carrier.

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

Some items you should be aware of include:

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

Enrollment - Notification for Contract Number. 1030004
Page 2 of 9
February 2, 2010

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

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

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

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

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

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

Sincerely,

Mr. Fred Mesa
Senior Production Specialist
acs_construction@ars.aon.com

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

cc:

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2009

GROUP:
POLICY NUMBER: 1892573-2009
CERTIFICATE ID: 17
CERTIFICATE EXPIRES: 09-01-2010
09-01-2009/09-01-2010LOS ANGELES UNIFIED SCHOOL DISTRICT
FACILITIES CONSTRUCTION CONTRACT
1545 WILSHIRE BLVD STE 100
LOS ANGELES CA 90017-4510

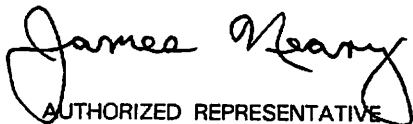
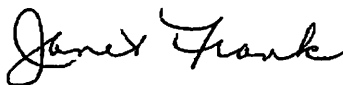
SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - FREDRICK DANELIAN, P,S,T - EXCLUDED.

ENDORSEMENT #1600 - VAHE HATAMIAN, VP - EXCLUDED.

ENDORSEMENT #1600 - ALBERT DANELIAN, VP - EXCLUDED.

ENDORSEMENT #1600 - VIGEN HATAMIAN, VP - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

FREDRICK TOWERS, INC.
7055 FOOTHILL BLVD
TUJUNGA CA 91042

SC



Date: 1/29/10

ATTACHMENT A- LETTER OF ASSENT

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

Attn: Jessica Jones

Re: Project Stabilization Agreement – New School Construction and Major
Rehabilitation Funded by Proposition BB and/or Measure K – Letter of Assent

Dear Sir:

This is to confirm that 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 immediately, 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

JOC: 23.07797, Contract: 1030004, 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: Fredrick Danelian President