

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 13, 2024

Email: albert@fredricktowers.com

FREDRICK TOWERS, INC.
3661 San Fernando Road
Glendale, CA 91204

NOTICE OF AWARD

RFQ / Contract No: **R-24043 / 2430038**
SAP Contract No.: **4400013346**
Project: **JOB ORDER CONTRACTING**
Project Description: **GENERAL CONTRACTING SERVICES (PSA)**
Contract Amount: **\$500,000 (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 13, 2024**, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The Gordian Group will be contacting you shortly to provide training and access to the eGordian© web-based 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 the award of the contract, please send an email to ronnie.bossier@lausd.net or call me at 213-241-1527.

Sincerely,

DocuSigned by:

Ronnie Bossier

FDEF83F64244428...

Ronnie Bossier

Contract Administration Analyst

c:

C. Mount
B. White
F. Del Cerro
C. Mangin

C. Pettus, Prequal
WTW (OCIP)
R. Lim, FPPS
E. Tran, PSA

B. Rios, A/P
J. Gomez
F. Karimi

DOCUMENT 00 4100

BID AND ACCEPTANCE FORMBidder Name: Fredrick Towers INC.

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, along with the Required Bid Forms, electronically as indicated in Section 00 2113 Instructions to Bidders. The bid shall be submitted by the Bid Due Date.
- 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 SUBMITTAL DUE DATE: No later than 3:00 PM May 28, 2024

1.03 PROJECT IDENTIFICATION:

- B. 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) RFQ/BID NO. R-24043 (DISTRICT-WIDE)** in strict conformity with the Bidding Documents prepared by LAUSD - Procurement Services Division.

1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number
01 02 _____

1.05 BID ADJUSTMENT FACTOR(S)

- A. Adjustment Factor. 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. Contract Term (12 months from Notice of Contract award or expenditure of the **\$8,660,000** 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.

1. 1 . 4 4 4 4

Utilize four decimal places. Use conventional rounding.

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:

1. 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:

$$\text{COST OF NON PRE-PRICED TASK} = A + B + C + D$$

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) x 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

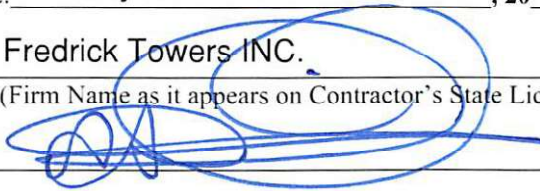
If the amount of original award of the Contract exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), the CONTRACTOR shall furnish to the OWNER a Payment Bond (Material and Labor). CONTRACTOR shall also provide a Faithful Performance Bond. Both Bonds shall be for 100% of the Maximum Contract Value and 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.

BID DATE: May 28, 20 24

By Fredrick Towers INC.
(Firm Name as it appears on Contractor's State License)


(Signature of authorized person to sign bid)

Print Name: Albert Danelian

Business Address: 3661 San Fernando Road, Glendale
CA 91204

Contractor License No.: 572986

Phone No. 818 951 3552

Email Address: albert@fredricktowers.com

DOCUMENT 00 4313

BID SECURITY FORM

Bond Number N/AFederal Insurance Company

Surety

Fredrick Towers, Inc.

Bidder

BOARD OF EDUCATION OF THE CITY OF LOS ANGELES OWNER/Obligee

TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)..... Amount of Bond

Project Description: JOB ORDER CONTRACT FOR GENERAL CONTRACTING SERVICES (R-24043)**Bid Due Date: 05/28/2024**

WHEREAS, the bidder is herewith submitting to OWNER the above described bid, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the bidder are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, 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 bidder by OWNER, and if the bidder shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the bidder, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the Contract and Specifications, or the call for bids, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 60 days from the date of the bid, or longer if required by law, or longer through mutual agreement of the OWNER and bidder.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the bidder fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the bidder.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this 20th day of May, 20 24

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

Fredrick Towers, Inc.

State of _____

SS

County of _____

By (signed) _____

Signature of Authorized Person

On _____, before me,

Title PRESIDENT

_____, a Notary Public

Federal Insurance Company

SURETY

By (signed) _____

Ryan Butterfas *Signature of Attorney-In-Fact*

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 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.

(Notary Seal)

Address 555 South Flower St., 3rd FloorCity, State Los Angeles, CA 90071Telephone (213) 612-0880*Signature of Notary*

ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

[If you do not submit a certified or cashier's check, failure to submit this form shall render your bid non-responsive]

END OF DOCUMENT

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

RELEASED 04/08/2024
BID SECURITY FORM
00 4313-1

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 12TH day of April 2024.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 12th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, 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 Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary 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.
- (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-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.
- (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, Rupert HD Swindells, 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 20th day of May, 2024.



Rupert H.D. Swindells

Rupert HD Swindells, 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

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

☒ **CHECK THIS BOX IF NONE OF THE ABOVE ARE APPLICABLE.**

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

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

OR

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

If the bidder answered "yes" to question 2a, the bidder shall proceed directly to question 3. If the bidder answered "yes" to question 2b, the bidder shall skip question 3 and follow the instructions provided immediately after question 3.

3. Will your organization spend over \$10,000 this year performing these activities?

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

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

INSTRUCTIONS

If bidder answered "yes" to question 3 (or question 2b), the bidder apparently meets at least one registration trigger. Bidder is therefore required to visit <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.
- 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 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.

FOR PROCUREMENT USE ONLY

Contract Number

2430038
☐ 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}

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-24043) 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 Adjustment Factor(s) as specified in the Bid Form.

Article 7 - 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 estimated contract range is between Twenty-five thousand dollars (\$25,000) to the Maximum Contract Value of **Eight million Six Hundred Sixty Thousand Dollars (\$8,660,000)**, to be determined by individual Job Orders, as provided in the Contract Documents.

The term of the JOC Contract is 12 months or whenever the maximum value of the JOC Contract is achieved, whichever is less. The initial value of the JOC Contract may be increased up to the maximum total dollar amount of eight million, six hundred sixty thousand dollars (\$8,660,000) at any time and as deemed necessary by the District. The Bid Adjustment Factor (BAF) shall remain fixed for the term of the JOC Contract.

An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during the term.

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 6/13/2024, at Los Angeles, California.

LOS ANGELES UNIFIED SCHOOL DISTRICT, PROCUREMENT SERVICES DIVISION

DocuSigned by:

By:

Gayane Stepanyan

D16BF90B0007473...

Chief Procurement Officer or Designee

Print Name: Gayane Stepanyan**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-24043

RELEASED 04/08/2024
 BID AND ACCEPTANCE FORM
 00 4100-5

Bidder Name: Fredrick Towers INC.

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, [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."

Executed on 5/28/2024, at Glendale, California.By:  Title: President
Signature and Title of Bidder RepresentativePrint Name: Albert Danelian

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

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

1.01 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 being deemed non-responsive.

State of California

County of Los AngelesAlbert Danelian

(Name of person signing bid)

President

(Title of Signer)

Fredrick Towers INC.

(Name of Licensee Bidding)

is the party making the

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 collusive or sham bid.

Bidder Name

Fredrick Towers INC.

Name as it appears on Contractor's State License

Check One:

IRS Employers Identification Number:

95-4176778Sole Ownership ☐

Contractor's State License:

572986

Number

A,B,C8,C10,C12,C20,C27,C36,HAZ

Classification(s)

Partnership ☐Corporation ☒

Name of License Holder:

Albert DanelianOther ☐

Expiration Date:

7/31/25

Address

3661 San Fernando RoadPhone (818) 951 3552

City

GlendaleState CA

Zip Code

91204

Fax

(818) 951 3872

"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

Print Name

Signature and Title

President

(Affidavit shall be signed by bidder or an authorized representative of bidder. Do not type or use rubber stamp.)

Dated this

28th

day of

May20 24

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

END OF DOCUMENT

CHUBB®

Los Angeles Contract Surety
555 South Flower Street, Third Floor, Los Angeles, CA 90071
O: (213) 612-5574 F: (213) 612-5731

May 23, 2024

Los Angeles Unified School District
Facilities Construction Contracts
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017

RE: Prequalification statement for **Fredrick Towers, Inc.**
Job Order Contract, General Contracting Services
RFQ/BID NO. R-24043

To whom it may concern,

Federal Insurance Company has been the surety for **Fredrick Towers, Inc.** since 2005 and would provide favorable underwriting consideration for individual bonded projects up to \$15 million and on an aggregate bonding program of \$30 million. The current available bonding capacity for **Fredrick Towers, Inc.** is in excess of \$25 million. Federal Insurance Company holds **Fredrick Towers, Inc.** in the highest regard. The company is well established in its industry and capably managed by experienced and qualified individuals. We are pleased to include **Fredrick Towers, Inc.** among our valued surety clients.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between **Fredrick Towers, Inc.** and Federal Insurance Company. Our ultimate support of any bonds is conditioned upon completion of the underwriting process, including satisfactory review of contract documents.

Federal Insurance Company, a member of Chubb Limited, is A.M. Best rated A++XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$1,186,080,000 on a per bond basis.

Sincerely,



Ryan Butterfas
Attorney-in-Fact
Federal Insurance Company



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On MAY 23 2024 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ryan Butterfas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ 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: _____

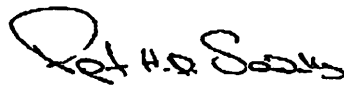
CHUBB**Power of Attorney**

**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 12th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

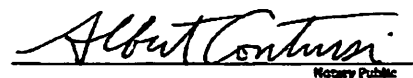
SS.

On this 12th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, 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 Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50002369
Commission Expires August 22, 2027


Notary 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.
- (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-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.
- (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.

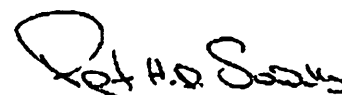
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

I, Rupert HD Swindells, 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 23rd day of May, 2024.




Rupert HD Swindells, 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

INTER-OFFICE CORRESPONDENCE
Los Angeles Unified School District

TO: **Gayane Stepanyan**
Asst. Contract Administration Manager

FROM: **Ronnie Bossier**
Contract Administration Analyst

DATE: June 13, 2024

SUBJECT: **RECOMMENDATION TO AWARD CONTRACT NO.: 2430038**

The following Contract is recommended for award.

CONTRACT NAME: JOB ORDER CONTRACT / RFQ / Bid No. R-24043
CONTRACT DESCRIPTION: GENERAL CONTRACTING SERVICES (PSA)

The contract award amount is **\$500,000.00**. The estimated contract range is **\$25,000.00 to Maximum Contract Value of \$8,660,000.00**. The contract period is **365** calendar days. An awarded JOC Contract does not guarantee that any job order(s) will be issued by the District during this term.

All bid documentation and other supporting correspondence required to date have been reviewed in determining that **FREDRICK TOWERS, INC.** is one of the qualified and pre-qualified bidders on this Project.

The Job Order contract will be encumbered from the accounts listed below, provided by Program Controls:

ACCOUNTING LINES				
CONTRACT NO. / BID NO.	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
CONTRACT 2430038 RFQ / Bid NO. R-24043	\$25,000.00	F-306022-215-9010	0000-8500-14742	580005
Contract Amount (Base bid Only)	\$			

Contract Contingency (5% of total Contract Amount)	DOLLAR AMOUNTS	PROJECT WBS (123)	FUNCTIONAL AREA	GL ACCOUNT
	N/A			
Contingency Amount	N/A			
Total Amount Required to Award Contract:	N/A			

 **Recommendation to Award**
prepared by:

DocuSigned by:

FDEF82F64244428...

6/13/2024

Ronnie Bossier, Contract Administrator

(Signature/date)

Gayane Stepanyan
Recommendation to Award Contract No. 2430038 – Project Execution Branch (PEX)
JOC – General Contracting Services
FREDRICK TOWERS, INC. (2915)

For Use by Job Order Contracting Unit (Central Office only):

DATE OF LAST DUE DILIGENCE <small>(\$1M OR MORE, NOT BE MORE THAN 2 YEARS)</small>	N/A	PUBLICATIONS USED TO ADVERTISE RFQ	
DATE OF D&B <small>(\$500K OR MORE, NOT BE MORE THAN A YEAR OLD)</small>	12/04/2023	Los Angeles Daily Journal 04/08/2024 and 04/15/2024	
OCIP ENROLLMENT DATE	06/12/2024	e-Bidboard 04/02/2024	
CONTRACTOR PRE-QUALIFIED AT RFQ/BID DUE DATE	YES	One (1) Trade Publication for Advertisement via dodge.docs@construction.com 04/08/2024	
PREQUALIFICATION EFFECTIVE DATE	01/05/2024		
PREQUALIFICATION EXPIRATION DATE	01/04/2025		
AMOUNT OF PREQUAL	\$15,000,000		
BID RELEASE DATE	05/20/2024		
BID SUBMITTAL DATE	05/28/2024		
DOLLAR VALUE OF AWARD	\$500,000		
TOTAL NUMBER OF BIDDERS	9		
OCIP ENROLLMENT DATE	06/12/2024		
		DUE DILIGENCE INDICATORS	
		CONTRACTOR PERFORMANCE SCORE	96.3
		EMR	0.83

ADDITIONAL STEPS, IF NECESSARY TO DETERMINE RESPONSIVENESS

The District is awarding a contract from RFQ / BID R-24043.
FREDRICK TOWERS, INC. is the qualified and prequalified bidder and is being awarded JOC Master Contract
2430038.

All bid documentation and other supporting correspondence required to date have been reviewed.

Funding Pre-Encumbrance, Bonds, OCIP, Insurance, and Completion of Contract Requirements have been verified by:


FDEF83F64244428...
Ronnie Bossier, Contract Administrator Signature Date 6/13/2024

DocuSigned by:

D15BF80B8887473...
Gayane Stepanyan Signature Date 6/13/2024

Approved by: Chief Procurement Officer or Designee Signature Date

Delegated Authority: Up to \$1,000,000, ACAM's signature is required; Over \$1,000,000 and up to 2,500,000, CAM's signature required.

c: RCD
OAR
File

Bossier, Ronnie

From: Pettus, Courtney
Sent: Tuesday, June 11, 2024 2:33 PM
To: Bossier, Ronnie
Subject: RE: EMR's for RFQ R-24043

Hi Ronnie,

Please see below....

PS... thanks for the table is make it much faster.



Procurement Services Division

Courtney Pettus

Assistant Contract Administration Manager

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-1289 – Cubicle 28-110-05

Email: courtney.pettus@lausd.net

Credo: We are a Team. We work with one another collaboratively
 and are empowered to do our jobs to the highest level and standards.
 We provide best in class customer service and meet or exceed
 industry standards.

From: Bossier, Ronnie <ronnie.bossier@lausd.net>
Sent: Tuesday, June 11, 2024 1:55 PM
To: Pettus, Courtney <courtney.pettus@lausd.net>
Subject: EMR's for RFQ R-24043

Hi Courtney,

Please provide EMR's for the following contractors for use on the Recommendation to Award for RFQ R-24043 (General Contracting Services):

Contractor	License#	EMR
Reyes Electrical Contractor, Inc.	494277	.80
Alternate Power & Construction, Inc.	958181	.86
Thomasville Construction, Inc.	585556	.75
R Brothers, Inc.	956208	.88
Beta Investments & Contracts, Inc.	488644	.86
MIK Construction, Inc.	921766	.75
Fredrick Towers, Inc.	572986	.83
Geronimo Concrete, Inc.	770018	.74

California Certified Construction & Electrical, Inc.	989029	1.0
--	--------	-----

Let me know if anything else is needed.

Thanks much,



Procurement Services Division

Facilities Contracts

Ronnie Bossier

Contract Administration Analyst

333 South Beaudry Avenue, 28th Floor

Los Angeles, CA 90017

(213) 241-1527 – Cubicle 28-136-8

Email: ronnie.bossier@lausd.net

Credo: We are a Team. We work with one another collaboratively and are empowered to do our jobs to the highest level and standards. We provide best in class customer service and meet or exceed industry standards.

Los Angeles Unified School District

Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

June 6, 2024

SENT VIA EMAIL: albert@fredricktowers.com

FREDRICK TOWERS, INC.
3661 San Fernando, CA
Glendale, CA 91204

NOTICE OF INTENT TO AWARD CONTRACT – REMAINING REQUIREMENTS

RFQ / Contract No. **R-24043 / 2430038**
Contract Type: **JOB ORDER CONTRACT**
Contract Description: **GENERAL CONTRACTING SERVICES (PSA)**
Contract Amount: **\$500,000 (BID ADJUSTMENT FACTOR 1.4444)**
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**.

Within **five (5)** business days of this notice, by **June 13, 2024**, you shall furnish to the JOB ORDER CONTRACTING UNIT via email to ronnie.bossier@lausd.net, 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

- X 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: **Fredrick Towers, Inc.**
- X Commercial General Liability
- X Automobile Liability (Owned, hired, and non-owned)
- X Workers Compensation
- 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.
- You are responsible for reviewing the most current LAUSD OCIP Insurance Manual, which is available through the LAUSD Risk Management website (<https://achieve.lausd.net/Page/1008>) or WTW website <https://cp.wtwcompas.com>.
 - **Requirements of an ENROLLED CONTRACTOR:** An OCIP 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 promptly.
 - **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 (Insurance and Bonds), Items 5.5.1 – 5.5.4.**
- **Coverages should include:**
 - **Commercial General Liability**, including bodily injury and property damage
 - **Automobile Liability** (Owned, hired, and non-owned)
 - **Workers Compensation & Employer's Liability Insurance**
 - **Contractor's Pollution Liability (CPL) - Excluded Contractors**
- **Enrolled Contractors** must provide evidence of Workers Compensation, Commercial 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.
- Send the Certificate of Insurance to Procurement (Contract Administrator) with a Cc to WTW Insurance Services at LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.
- **Excluded Contractors** must provide evidence of Workers Compensation, Commercial 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 WTW COMPAS, emailed to the following: LAUSD.OCIP@willistowerswatson.com and aristeo.aguilera@lausd.net.

- X 4. 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 and all listed subcontractors to both Facilities Contracts (JOC UNIT) and Labor Compliance Department. Additionally, signed Letter(s) of Assent for subcontractors of all tiers that were not listed on Document 00440 must be submitted directly to Labor Compliance Department. Facilities Construction Contracts will NOT award any contract until ALL Letters of Assent for the Prime Contractor and the listed subcontractors have been received. See Section 2.5(b) of the PSA. Make sure all appropriate information is included in the body of the letter (i.e., company name, LAUSD construction contract #, 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 06/13/24 at Glen Dale, California

Date

City


Signature of Authorized Officer

Print Name

Albert Daulian President
Title

Please sign and return this notice to JOB ORDER CONTRACTING.

If you have any questions regarding this notice, please 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: 2024.06.06 14:59:59 -07'00'

Ronnie Bossier
Contract Administration Analyst

c: WTW Insurance Services
Inspection Section
File

DOCUMENT 00 6113

Bond No.: K41616519

Premium included with performance bond

**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

dated _____

for RFQ / Contract No. R-24043 / 2430038 Job Order Contract General Contracting Services (PSA)Contract
Amount Five Hundred Thousand and 00/100s 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 Maximum Contract Value. 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 6th day of June 20 24

CONTRACTOR/PRINCIPAL

Fredrick Towers, Inc.

By _____

Title _____

SURETY

Federal Insurance Company

By _____

Ryan Butterlas

Attorney-in-Fact

Address 555 South Flower St., 3rd Floor, Los Angeles, CA 90071Telephone Number (213) 612-0880Bond Number K41616519

The OWNER will obtain the following certification:

CERTIFICATION BY LOS ANGELES COUNTY CLERK'S OFFICE

I hereby certify:

- 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.
- 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 Value.

Dean C. Logan, County Clerk

Date _____

By _____

Deputy

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

JOB ORDER CONTRACT
GENERAL CONTRACTING SERVICES
RFQ/BID NO. R-24043

REVISED 01/05/2012
PAYMENT BOND (LABOR AND MATERIAL)
00 6113-1

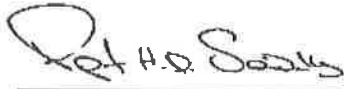
CHUBB**Power of Attorney**

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 **12TH** day of **April 2024**.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **12th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Elchhorn**, 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 **Rupert HD Swindells** and **Warren Elchhorn**, being by me duly sworn, severally and each for 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027



Notary 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"):

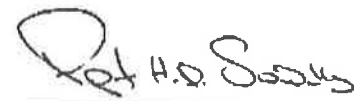
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute 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-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.
- (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, **Rupert HD Swindells**, 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 **6th** day of **June, 2024**.

Rupert HD Swindells, 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.: K41616519

Premium: \$4,750.00

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 R-24043 / 2430038,

described as Job Order Contract at General Contracting Services (PSA)

and is in the Maximum Contract Value of Five Hundred Thousand and 00/100s 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 00/100s Dollars (\$ 500,000.00), 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. 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 Value, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this _____ 6th _____ day of _____ June _____ 20 24

By  _____ Title 6/7/2024 _____

CONTRACTOR/PRINCIPAL

Fredrick Towers, Inc.

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 K41616519

By  _____
Attorney-in-Fact : Ryan Butterfas
Address Coats Surety Insurance Services, Inc.
23046 Avenida de la Carlota, Suite 600, 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 Value.

Dean C. Logan, County Clerk

Date _____
By _____

Deputy

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

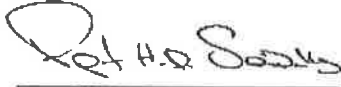
CHUBB**Power of Attorney**

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 12TH day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 12th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, 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 Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027



Notary 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"):

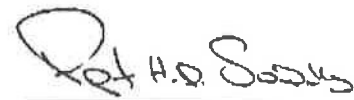
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute 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-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.
- (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, Rupert HD Swindells, 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 6th day of June, 2024.

Rupert HD Swindells, 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

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Company Profile Search

Reset Company Profile Search

Company Comparison

Company Performance & Comparison

Enforcement

Consumer Complaint Study

Workers' Compensation

Workers' Compensation Complaint & for Action Contact Information

Additional Information

View Financial Disclosure

Company Profile

FEDERAL INSURANCE COMPANY

202 N ILLINOIS ST STE 2600,
INDIANAPOLIS, IN 46282

800-252-4670

Show All

Name History

Agent for Service

Reference Information

Lines of Business

Name History

Legal Name	Name Status	Effective Date
FEDERAL INSURANCE COMPANY	Current	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
AMANDA GARCIA	C T Corporation System	330 N Brand Blvd Ste 700, Glendale, CA 91203	213-337-4615	11/23/2021

Reference Information

<div>Identification</div> <div>Company ID (EID)</div> <div>2652</div> <div>CA #</div> <div>0059-6</div> <div>NAIC</div> <div>20281</div> <div>NAIC Group</div> <div>626</div> <div>NAIC Group Name</div> <div>Chubb Ltd Grp</div> <div>Date Authorized in California</div> <div>-</div>	<div>Classification</div> <div>Category</div> <div>Insurer</div> <div>Category Type</div> <div>Property & Casualty</div> <div>Status</div> <div>Unlimited-Normal</div> <div>License Category</div> <div>Admitted</div>	<div>Location</div> <div>State Name</div> <div>Indiana</div> <div>Origin</div> <div>Foreign</div> <div>Country</div> <div>-</div> <div>Form</div> <div>Stock</div>
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Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

Lines of Business
Fire
Marine
Disability
Plate Glass

Lines of Business
Workers' Compensation
Common Carrier Liability
Boiler And Machinery
Burglary
Credit
Sprinkler
Team And Vehicle
Automobile
Aircraft
Miscellaneous
Surety
Liability

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements may contact the CDI at CustodianofRecords@insurance.ca.gov for additional information.

CHUBB®

Los Angeles Contract Surety
555 South Flower Street, Third Floor, Los Angeles, CA 90071
O: (213) 612-5574 F: (213) 612-5731

May 23, 2024

Los Angeles Unified School District
Facilities Construction Contracts
333 S. Beaudry Avenue, 28th Floor
Los Angeles, CA 90017

RE: Prequalification statement for **Fredrick Towers, Inc.**
Job Order Contract, General Contracting Services
RFQ/BID NO. R-24043

To whom it may concern,

Federal Insurance Company has been the surety for **Fredrick Towers, Inc.** since 2005 and would provide favorable underwriting consideration for individual bonded projects up to \$15 million and on an aggregate bonding program of \$30 million. The current available bonding capacity for **Fredrick Towers, Inc.** is in excess of \$25 million. Federal Insurance Company holds **Fredrick Towers, Inc.** in the highest regard. The company is well established in its industry and capably managed by experienced and qualified individuals. We are pleased to include **Fredrick Towers, Inc.** among our valued surety clients.

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between **Fredrick Towers, Inc.** and Federal Insurance Company. Our ultimate support of any bonds is conditioned upon completion of the underwriting process, including satisfactory review of contract documents.

Federal Insurance Company, a member of Chubb Limited, is A.M. Best rated A++XV and listed on the Department of Treasury's Listing of Approved Sureties with an underwriting limitation of \$1,186,080,000 on a per bond basis.

Sincerely,



Ryan Butterfas
Attorney-in-Fact
Federal Insurance Company



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

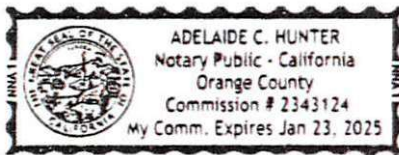
State of California)
County of Orange)

On MAY 23 2024 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ryan Butterfas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ 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: _____

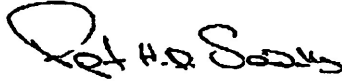
CHUBB**Power of Attorney**

**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 12TH day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon


SS.

On this 12th day of April, 2024 before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, 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 **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50023569
Commission Expires August 22, 2027



Notary 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"):

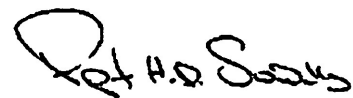
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute 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-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.
- (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, **Rupert HD Swindells**, 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 23rd day of May, 2024.

Rupert HD Swindells, 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



FREDRICK TOWERS INC.

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

ATTACHMENT A

LETTER OF ASSENT

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

06/11/2024

Project Labor Coordinator
c/o The Los Angeles Unified School District
333 S. Beaudry Avenue
Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

To whom this may concern:

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 Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract No. 2430038** for the **R-24043/JOB Order Contracting - 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
President

Contractor's State License No: 572986

Project Name: JOB Order Contract R-24043

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

Bossier, Ronnie

From: Sachin Sonawane From Willis Towers Watson via Wrap Portal <reply@wrapportal.net>
Sent: Wednesday, June 12, 2024 9:49 AM
To: vickie.crenshaw@wtwco.com; Bossier, Ronnie; katy@fredricktowers.com; Irene Montes
Subject: Welcome Letter - Contract#: R-24043-2430038 X X X X X on LAUSD OCIP V Owner Controlled Insurance Program (OCIP) - WC Policy Number: 900 0199140 - #C387624
Attachments: Fredrick_Towers_Inc_OCIP_V_-_JOC_Contracts_COI_855cddea-c904-4512-8531-cdb9b9e8c09d.pdf; SampleCOIEnrolledParties.pdf

CAUTION: EXTERNAL EMAIL

Attn: **Katy Iranpanah**
Fredrick Towers, Inc.
2606 Foothill Blvd., Unit A
La Crescenta , CA 91214
Work Location: - **MSTR | Master**

Re: OCIP V Projects
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: **R-24043-2430038**
X X X X X
WC Policy Number: **900 0199140**
Enrollment Effective Date : **06/11/2024**

Dear Katy,

Welcome, you have been enrolled into the LAUSD OCIP V's OCIP for work performed under contract number **R-24043-2430038 X X X X X**. 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 - MSTR | Master 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.

- Adhere to all Safety Guidelines at all times.
- LAUSD provides program oversight in the Risk Management department. If you have any questions regarding any LAUSD OCIP claim please contact Aristeo Aguilera, OCIP Coordinator at 213 241-7994 or Juan Chaidez, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- When filling out the 5020 claim form, please add the contract number seven digits (bid number issued during NOIA). If you do not know the contract number(bid number), please reach out to the OAR or the project manager so that they can provide you with the contract number(bid number).
- 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 on-site. 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.
- Please make sure that the OCIP Insurance Manual, Claims Kit and the Welcome Letter are provided to the lead personnel that will be on the school site.
- Please contact Irene Montes using the contact information below for access to the WTW ComPAS system if needed. ComPAS website: (<https://cp.wtwcompas.com>)

Sincerely,

Irene Montes
Willis Towers Watson
333 Bush Street
Suite 400
San Francisco, CA 94104
Email: lausd.ocip@willistowerswatson.com
Ph: (415) 244-9858

Enclosures:
Certificate of Insurance
Sample Enrolled Parties Certificate

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

Willis Towers Watson
300 South Grand Avenue, Suite 2000
Los Angeles, CA 90071

CONTACT NAME:

Irene Montes

PHONE (A/C, No, Ext):

(415) 955-0239

E-MAIL ADDRESS:

irene.montes@wtwco.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability

38318

INSURER B: Starr Specialty Insurance Company

16109

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

INSURED

Fredrick Towers, Inc.
2606 Foothill Blvd., Unit A
La Crescenta, CA 91214

COVERAGES

CERTIFICATE NUMBER: LAUSDV - 00004783

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	
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>	Y	Y	1000026031231	6/11/2024	5/1/2028	EACH OCCURRENCE \$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0							
	MED EXP (Any one person) \$ 0							
	PERSONAL & ADV INJURY \$ 2,000,000							
	GENERAL AGGREGATE \$ 4,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/ OP AGG \$ 4,000,000	
	<div><div><input type="checkbox"/> POLICY</div><div><input checked="" type="checkbox"/> PROJECT</div><div><input type="checkbox"/> LOC</div></div>						\$	
	OTHER						\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
	<div><div><input type="checkbox"/> ANY AUTO</div><div><div><input type="checkbox"/> OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTO</div></div></div>						BODILY INJURY (Per person) \$	
	<div><div><input type="checkbox"/> HIRED AUTOS ONLY</div><div><div><input type="checkbox"/> NON-OWNED AUTO ONLY</div></div></div>						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<div><div><input type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div>			1000588359231	6/11/2024	5/1/2028	EACH OCCURRENCE \$ 10,000,000	
	<div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div>						AGGREGATE \$ 10,000,000	
	<div><div><input type="checkbox"/> DED</div><div><input type="checkbox"/> RETENTION \$</div></div>						Prod-Comp/Ops	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			900 0199140	6/11/2024	5/1/2025	<div><div><input checked="" type="checkbox"/> PER STATUTE</div><div><input type="checkbox"/> OTHER</div></div>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<div><div><input type="checkbox"/> Y / N</div></div>						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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-24043-2430038 X X X X X. The coverage is effective from the start date of the contract, 6/11/2024, through the completion of the work onsite, or completion of the project, whichever is first.

Location: MSTR - Master


CERTIFICATE HOLDER

Los Angeles Unified School District
333 S Beaudry Ave
28th Floor
Los Angeles, CA 90017

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS(Continued from Page 1)

LAUSD OCIP V-OCIP V - JOC Contracts

<u>Insurer</u>	<u>Policy #</u>	<u>Eff.Date</u>	<u>Exp.Date</u>	<u>Limits</u>
D: Endurance Risk Solutions Assurance Company Excess Layer 2	XSC30036742400	6/11/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
E: ACE Property & Casualty Insurance Co. Excess Layer 3	XCQ G47403686 001	6/11/2024	5/1/2028	\$15,000,000 Each Occurrence \$15,000,000 Aggregate
F: Ascot Specialty Insurance Company Excess Layer 4 (Quota:50.00%)	EXNA2310000445-01	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
G: Great American Security Ins. Company Excess Layer 4 (Quota:50.00%)	EXC 4455899	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
H: Shepherd Specialty Insurance Services, Inc. Excess Layer 5	74924S230ALI	6/11/2024	5/1/2028	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
I: Starr Surplus Lines Insurance Company Excess Layer 6 (Quota:60.00%)	1000588386231	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate
J: NORTH AMERICAN CAPACITY INSURANCE COMPANY Excess Layer 6 (Quota:40.00%)	EXS 2001686 00	6/11/2024	5/1/2028	\$25,000,000 Each Occurrence \$25,000,000 Aggregate

OTHER INSURERS NAIC NUMBER:

G Great American Security Ins. Company -
H Shepherd Specialty Insurance Services, Inc. -
I Starr Surplus Lines Insurance Company - 13604
J NORTH AMERICAN CAPACITY INSURANCE COMPANY -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2024

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 UNIVERSAL 1ST INSURANCE SERV. 655 N. CENTRAL AVE. SUITE 1700 GLENDALE CA 91203	CONTACT NAME: Ripsime Demirchyan PHONE (A/C, No, Ext): (818) 546-2200 FAX (A/C, No): (818) 546-2262 E-MAIL ADDRESS: ripsimet@universal1st.com														
INSURED Fredrick Towers, Inc. 2606 Foothill Blvd. # A La Crescenta CA 91214	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Gemini Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Gemini Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL246407272**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VIGP027489	06/06/2024	06/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VIFX003072	06/06/2024	06/06/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is named as Additional Insured on General Liability & Auto Liability policies. The General Liability policy is Primary & Non-contributory. Policy includes blanket additional insured endorsement when required by written contract.

















CERTIFICATE HOLDER**CANCELLATION**

Los Angeles Unified School District 333 S. Beaudry Avenue 28th Floor Los Angeles CA 90017	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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05/30/2024

IMPORTA T: 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  ALLEN SARAFYAN STATE FARM INSURANCE AGENCY 11267 VENTURA BLVD STUDIO CITY, CA 91604	<table border="1"> <tr> <td colspan="2">CONTACT NAME: ALLEN SARAFYAN</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 818-509-9902</td> <td>FAX (A/C, No): 818-509-9903</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ALLEN@MYAGENTALLEN.COM</td> </tr> <tr> <td>INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> </table>	CONTACT NAME: ALLEN SARAFYAN		PHONE (A/C, No, Ext): 818-509-9902	FAX (A/C, No): 818-509-9903	E-MAIL ADDRESS: ALLEN@MYAGENTALLEN.COM		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	25178					
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INSURED FREDRICK TOWERS INC. 3661 SAN FERNANDO RD UNIT A GLENDALE, CA 91204-2939	<table border="1"> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER B :																
INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

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 INSURA CE				ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____									EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____				Y	Y	671 9742-F06-75 671 9741-F06-75 671 9728-F06-75 671 9744-F06-75	06/06/2024 06/06/2024 06/06/2024 06/06/2024	06/06/2025 06/06/2025 06/06/2025 06/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N / A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

Certificate Holder is also named Additional Insured

Los Angeles Unified School District
333 S. Beaudry Ave. 28th Floor
Los Angeles, CA 90017

AUTHORIZED REPRESENTATIVE

Agent Staff



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2023

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 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 Blue Lagoon Insurance Services LLC 15303 Ventura Blvd 9th Floor Sherman Oaks CA 91403	CONTACT NAME: PHONE (A/C, No, Ext): 818-306-8333 FAX (A/C, No): 818-206-8222 E-MAIL ADDRESS: Service@BLISins.com														
INSURED FREDRICK TOWERS INC 3661 San Fernando Rd Glendale CA 91204-2939	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Clear Spring Property and Casualty Company</td> <td>15563</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Clear Spring Property and Casualty Company	15563	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Clear Spring Property and Casualty Company	15563														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> Y	N / A	Y	CWC01080001	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This certificate serves as evidence of insurance.

CERTIFICATE HOLDER**CANCELLATION**

Los Angeles Unified School District 333 S Beaudry Ave 28th Floor Los Angeles CA 90017-1466	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="font-family: cursive; font-size: 1.2em;">Michael Cherin</p>
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.025 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

ANY PERSON OR ORGANIZATION AS REQUIRED BY
WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/01/2023

Policy No. CWC01080001

Endorsement No. 0

Insured FREDRICK TOWERS INC

Insurance Company

Clear Spring Property and Casualty Company

United States Environmental Protection Agency

This is to certify that



Fredrick Towers Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 28, 2028

NAT-F190697-2

Certification #

August 28, 2023

Issued On



Sheila C. Canavan

Sheila Canavan, Associate Division Director
Existing Chemicals Risk Management Division



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

August 31, 2023

Albert Danelian
Fredrick Towers Inc.
3661 San Fernando Road, Suite A
Glendale, CA 91204

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Dear Albert Danelian:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Renovation, Repair and Painting Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart E, your renovation, repair and painting firm is certified. Your certificate is enclosed.

This certification **expires on August 28, 2028 and is valid in All EPA Administered States, Tribes, and Territories**. However, if a State in which you are certified obtains program authorization during the term of this certification, the scope of your certification will be diminished to exclude the affected area.

Your EPA firm certification is subject to the following restrictions:

- 1) Individual states and Indian tribes, whether authorized or not, are not required to accept EPA certification and may accept or reject it under its own authority. Please be aware that your EPA certification does not relieve you of any obligations you may have to any State or Indian tribe regarding renovation, repair and painting activities.
- 2) EPA certification is specific and limited as described above. If you wish to obtain certification in other lead-based paint disciplines, you must apply separately.
- 3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.
- 4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart E.

If you have questions about the renovation, repair and painting rule or need assistance, please contact the Regional Lead Coordinator, Nancy Kain, of the EPA Region 9 staff at 415-947-4280. If you have any questions about your firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to **Application ID number R876360**. Congratulations, and thank you for your interest in being a certified renovation, repair and painting firm.

Sincerely,

A handwritten signature in cursive script, reading "Sheila C. Canavan", is positioned above the typed name.

Sheila Canavan, Associate Division Director
Existing Chemicals Risk Management Division

Enclosures



EPA Lead-Safe Certified Firm Logo Use

What is the Lead-Safe Certified Firm Logo?

The Lead-Safe Certified Firm Logo identifies a firm as certified under the Renovation, Repair, and Painting (RRP) Rule. The colors used to make the 2-color logo are Pantone 362C (green) and Pantone 660C (blue). The font is Helvetica.

What are the guidelines for using the Logo?

The Logo must be reproduced so that all of its components are legible. The Logo must not be altered or distorted in any way.

You MAY –

- Use the Logo to identify your firm as an RRP-certified firm. Firms that are not RRP-certified may not use the Logo.
- Use the Logo in brochures, advertisements, Web sites, proposals, bills, signs, uniforms, vehicles and other materials promoting or identifying your firm.
- Use the Logo on documents or other materials in black and white or color (2-color or 4-color versions are available).

You MAY NOT –

- Use the Logo in any manner that would imply EPA endorsement of a company, its products or services.
- Reduce the Logo to a size smaller than one inch wide by 0.687 inches in height.
- Allow a firm that is not RRP-certified (including your subcontractors) to use the Logo.

EPA will monitor the use of all Logos. If necessary, EPA will address failure to comply with these Logo Guidelines. To report a non-compliant use of the Logo, please contact EPA at 1-800-424-LEAD.

Your customized EPA logo .jpg file is attached in your firm's approval email. For further questions regarding your logo, please contact the National Lead Information Center (NLIC) at 1-800-424-LEAD.

FIRM NAME	Vendor Number	License Number	LICENSE TYPE	Effective Date	Expiration Date	e-mail	FIRM PHONE	FAX	CONTRACTOR PERFORMANCE SCORE
FREDRICK TOWERS INC	2915	572986	A B C-8 C10 C12 C20 C27 C36	01/05/24	01/04/25	albert@fredricktowers.com	(818) 951-3552	(818) 951-3872	96.3
GENERAL 2 CONSTRUCTORS INC dba G 2 SYNTHETICS	819763	1048694	D12 D34	06/03/22	06/03/24	g2constructors@gmail.com	(909) 561-9443	(951) 346-3723	96.4
GERONIMO CONCRETE INC	8539	770018	A B C-8 C12 C13 C23	01/11/24	01/10/25	contracts@geronimo-concrete.com	(323) 225-2016	(323) 222-8312	81.9
GLOBAL MODULAR INC	12052	837357	B	06/21/23	06/20/24	adebard@gdvi.net	(209) 676-8029	(209) 676-8067	93.3
GRIFFITH COMPANY	804517	88	A B C-8 C12 C22 C27 C31 HAZ	12/21/23	12/20/24	lwalker@griffithcompany.net	(562) 929-1128	(562) 684-5500	83.2
H A LEWIS INC	0502	257935	A B C-8	02/28/24	02/27/25	rlewis@halewis.net; sharari@halewis.net	(310) 478-1511	(310) 477-2887	90.2
H Z S ENGINEERING INC dba H Z S CONSTRUCTION	822139	1039476	A B C-8	11/23/23	11/22/24	hshek@hzsengineering.com	(949) 415-9556		80.1
HART DESIGN BUILD INC	822762	1085998	A B C10 C20 C27 C36	10/31/23	10/30/24	duke@hartdb.com	(818) 482-5241		91.3
HELLAS CONSTRUCTION INC	9552	852751	A B C10 D12	11/17/23	11/16/24	mkanouch@hellasconstruction.com	(512) 250-2910	(512) 250-1960	96.9
HENSEL PHELPS CONSTRUCTION CO	11909	1020262	A B	08/30/23	08/29/24	nmendelsohn@henselphelps.com	(970) 346-7696	(970) 352-7252	96.5
I S R PAINTING & WALLCOVERING INC	11734	825061	C33	08/02/23	08/01/24	juan.ramirez@isrpainting.com	(562) 407-5217	(562) 407-5214	87.7
IAN THOMAS GROUP	10229	924537	A B C-8 C10 C20	01/08/24	01/07/25	bid@ianthomasinc.com	(818) 241-2726	(818) 241-2763	77.6
ICEBERG HEATING AND AIR CONDITIONING INC	10544	893557	B C10 C20	09/23/23	09/22/24	info@icebergair.co	(818) 551-0551	(818) 551-0562	85.6
ICON WEST INC (FORMERLY BJ DEVELOPMENT)	6545	747737	A B	06/03/23	06/02/24	grace@icon-west.com	(213) 385-0027	(213) 385-0024	94.6
INTERNATIONAL LINE BUILDERS INC	11516	782515	A C10	01/05/24	01/04/25	brenda.mckinney@ilbinc.com	(951) 682-2982	(951) 346-3180	95.9
J J J FLOOR COVERING INC	0220	327775	C15 C54	08/23/23	08/22/24	jjeffries@jjjfloorcovering.com	(562) 692-9008	(562) 692-5979	97.3
JACK CARDANI CONSTRUCTION INC	8393	789552	A B C-5 C-8 C13 C36 D24 D34 D50	10/31/23	10/31/24	jackcardani@earthlink.net	(818) 445-0903	(818) 864-6743	95.1
JAM FIRE PROTECTION INC dba JAM CORP	6525	791060	B C-7 C10 C16	07/27/23	07/26/24	lisa.brennan@jamfire.com / dean.pryor@jamfire.com	(626) 256-4400	(626) 256-4401	84.7
JOHNSON CONTROLS INC	0232	22445	B C-4 C10 C20 C36 C38	04/27/23	04/26/24	mike.kozlowski@jci.com	(916) 458-2512		80.9

Los Angeles Unified School District Procurement Services Division

ALBERTO M. CARVALHO
Superintendent

KARLA ESTRADA
Deputy Superintendent of Instruction

PEDRO SALCIDO
Deputy Superintendent of Business Services & Operations



DAVID D. HART
Chief Business Officer

SUNG YON LEE
Deputy Chief Business Officer

CHRIS MOUNT
Chief Procurement Officer

December 11, 2023

SENT VIA EMAIL:
albert@fredricktowers.com

Fredrick Towers
Attn: Albert Danelian
3661 San Fernando Road, Unit A
Glendale, CA 91204

FCC VENDOR #:
2915

Re: NOTICE OF PRIME CONTRACTOR PREQUALIFICATION APPROVAL

Dear Albert Danelian:

Thank you for submitting your firm's prequalification questionnaire in order to bid on formal, competitively bid projects for the Los Angeles Unified School District. After reviewing your submittals, your firm has been approved to bid on projects with a rating of:

\$15,000,000.00

The effective date of your prequalification is **January 5, 2024** with an expiration date of **January 4, 2025**.

Your firm is also approved to perform work as a Mechanical, Electrical, and/or Plumbing subcontractor under the following classification(s):

C-10 Electrical Contractor
C-20 Warm-Air Heating, Ventilating and Air-
Conditioning Contractor

C-36 Plumbing Contractor

Your firm is not required to complete a separate Subcontractor Prequalification Questionnaire, nor will your firm be restricted to the Prime Contractor Prequalification bid limit if you are performing work as a subcontractor.

(Please note that it is your firm's responsibility to keep your prequalification current and to reapply at least thirty (30) business days before the expiration date as indicated above so that your prequalification status does not lapse.)

The rating is the maximum per project dollar limit to which your firm is pre-qualified to submit bids, providing your firm has the proper type of California contractor's license for that specific project, and meets all requirements for that rating. The number of such projects your firm can be awarded is without limitation governed by your firm's bonding capacity. Request to increase your firm's bid rating must be submitted and approved by the District at least one week prior to a bid opening and MUST NOT BE INCLUDED in a sealed bid envelope.

Small Business Enterprise (SBE) Certification

Pursuant to Public Contract Code Section 2002, the SBE Policy of the Los Angeles Unified School District Board of Education includes a bid preference provision for Certified SBE contractors and Micro-businesses on low bid construction contracts valued up to one million dollars (\$1,000,000). The preference for Certified SBE is three percent (3%) of the responsive, responsible bid. The preference for Certified Micro-businesses is five percent (5%) of the responsive, responsible bid. This preference is used only to determine the winning bid and does not change the actual bid or contract award amount. Eligible bidders seeking this preference must include a copy of their current and valid SBE or Micro-business certificate with each bid submittal.

Only SBE Certification from LAUSD or one of the agencies listed below will be accepted at the time of bid submittal. However, if certification from one of the agencies below is provided, bidder must also submit an LAUSD SBE Certificate prior to the issuance of a Notice of Intent to Award (NOIA). To obtain LAUSD SBE Certification vendors must register and apply online using the online Supplier Self-Registration. To get certified, you must have an LAUSD SAP Vendor Number (starts with "1" and is 10 digits long). If you have an LAUSD SAP Vendor Number, go to the Supplier Portal and log in to your existing vendor profile to get LAUSD SBE certified at <https://vendors.lausd.net/irj/portal>.

If you do not have an LAUSD SAP Vendor Number, go to the Supplier Self-Registration Portal to obtain an SAP Vendor Number and apply for LAUSD SBE certification at <http://www.laschools.org/new-site/small-business/sbe-certification>.

- State of California – Department of General Services
- Metropolitan Water District of Southern California
- City of Los Angeles
- Los Angeles Metro
- Los Angeles County

If you have any questions regarding your firm's prequalification status, please contact the Prequalification Unit at (213) 241-2651 or prequalification@laschools.org.

Courtney Pettus
Assistant Contract Administration Manager
Prequalification Unit

c: File

- ☐ Marble Mason/Finisher
- ☐ Operating Engineer
- ☐ Painter
- ☐ Parking/Highway/Improvement
- ☐ Plasterer/Tender
- ☐ Plumber
- ☐ Roofing
- ☐ Sheet Metal Worker
- ☐ Stator Rewinder
- ☐ Teamster
- ☐ Terrazzo Worker/Finisher
- ☐ Tile Setter/Finisher
- ☐ Water Well Driller

Apply

Registrations

Search Results: 2 found

Showing Page 1 of 1 [Previous](#) [Next](#)

[Print PDF](#) [Export](#)

[Add all to my list](#) [My List \(0\)](#)

FREDRICK TOWERS INC.

[View Details](#) [+ Add to My List](#)

Detail:

Registration Number: PW-LR-1000368508
Status: Active
CSLB Number: 572986
Legal Entity Type: Corporation
Mailing Address: 2606 Foothill Blvd. Unit A
La Crescenta
CA 91214
County: Los Angeles
Craft: Carpenter;Cement Mason;General Building
Email: albert@fredricktowers.com

Registration History

Effective Date	Expiration Date
7/1/2024	6/30/2027
7/1/2022	6/30/2024
7/1/2020	6/30/2022
7/1/2019	6/30/2020

DBA

Name



LOS ANGELES UNIFIED SCHOOL DISTRICT SMALL BUSINESS ENTERPRISE PROGRAM

ALBERTO M. CARVALHO
Superintendent of Schools

MARK HOVATTER
Chief Facilities Executive

JUDITH REECE
Chief Procurement Officer

LORENA PADILLA-MELENDEZ
Director of Community Relations and Small Business

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



CONTRACTORS STATE LICENSE BOARD

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 5/10/2024 9:46:27 AM

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 07/31/2025

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

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100373492
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ALBERT DANELIAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 10/19/2023
[BQI's Bond History](#)