

Los Angeles Unified School District

Procurement Services Division

AUSTIN BEUTNER
Superintendent

MEGAN K. REILLY
Deputy Superintendent
Business Services and Operations

October 4, 2019



JANICE SAWYER
Interim Business Manager

JUDITH REECE
Chief Procurement Officer

EMAILED
albert@fredricktowers.com

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

NOTICE OF AWARD

Bid No.: 2010004 / Colin Project No. 10367062
Project: O'MELVENY ELEMENTARY SCHOOL (184552)
Project Description: INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR PASSENGER
ELEVATOR & CONNECTOR BRIDGE (PSA)
Contract Amount: \$2,250,000.00
Contract Duration: 210 Calendar Days

This is your notice that you have been awarded the contract for the above-referenced project on October 4, 2019, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

The executed Bid and Acceptance form is attached. **Copies of the Contract Documents shall be provided by our office upon Contractor's request;** please call (213) 241-1188.

Please contact your project Owner Authorized Representative (OAR), EMIL OHANIAN, at (213) 241-4243 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

If you should have any questions regarding award of contract, please contact our office at (213) 241-0457.

Sincerely,



Cynthia Vargas
Contract Administration Analyst

c: ROBERT LESTER, RPMD
EMIL OHANIAN, (OAR)
Inspection Section
John McEvoy
Elvis Tran
Ronice White
Alliant Insurance Services
File (Bid No: 2010004)
Existing Facilities P/S

(When required)

RECORDING REQUESTED BY AND MAIL TO:

LOS ANGELES DAILY JOURNAL

~ SINCE 1888 ~

915 E FIRST ST, LOS ANGELES, CA 90012
Mailing Address: P.O. Box 54026, Los Angeles, California 90054-0026
Telephone (213) 229-5300 / Fax (213) 229-5481

CYNTHIA VARGAS (213) 241-0457
LAUSD/FACILITIES CONTRACTS
AGREEMENT 1690001.03 333 SO. BEAUDRY AV
LOS ANGELES, CA - 90017

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of Los Angeles) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:

2010004, O'MELVENY ELEMENTARY SCHOOL, INSTALLATION OF
VOLUNTARY BARRIER REMOVAL MODULAR PASSENGER ELEVATOR &
CONNECTOR BRIDGE (184552)

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the LOS ANGELES DAILY JOURNAL, a newspaper published in the English language in the city of LOS ANGELES, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 04/26/1954, Case No. 599,382. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/23/2019, 07/29/2019

Executed on: 07/29/2019
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Cynthia Vargas

Signature



Email * A 0 0 0 0 0 5 1 6 7 1 4 6 *

This space for filing stamp only

DJ#: 3276077

NOTICE TO CONTRACTORS

BIDDERS ARE CAUTIONED TO EXAMINE CAREFULLY SPECIFICATIONS AND BID FORMS BEFORE BIDDING.

Notice is hereby given that the Board of Education of the City of Los Angeles will receive bids from the District's list of pre-qualified contractors to furnish all labor and material for the following:

THE FOLLOWING PROJECT(S) ARE FUNDED BY PROPOSITIONS WHICH WERE APPROVED BY THE VOTERS AND IS SUBJECT TO THE PROJECT STABILIZATION AGREEMENT.

DATE OF BID OPENING: August 20, 2019 (Tuesday @ 10:00 AM)

BID NUMBER: 2010004

INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR PASSENGER ELEVATOR & CONNECTOR BRIDGE (PSA) at O'MELVENY ELEMENTARY SCHOOL (184552).

Pre-bid Meeting: 8/12/2019 (Monday @ 1:00 PM). Prime contractor shall hold license in the following classification(s): **"B ONLY"** license required.

Contractor Caused Compensable Delay (L.D.): **\$750.00** per calendar day. The anticipated construction range for the Work of this Project is **\$1,119,000.00** to **\$1,119,000.00**.

Bidder should note that **OWNER's** prequalification program has been expanded pursuant to Public Contract Code 20111.6 to include mechanical, electrical, and plumbing subcontractors, 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. Bidders who will be utilizing a first-tier subcontractor to perform such specialty work must select a subcontractor from the **OWNER's** List of Prequalified Subcontractors.

Effective March 1, 2015, a contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal unless currently registered with the California Department of Industrial Relations (DIR).

For any contract awarded on or after April 1, 2015, a contractor or subcontractor shall not engage in the performance of any contract unless currently registered with the DIR.

For Bids with a Mandatory Pre-Bid Meeting, Bidders who have not signed in on the attendance sheet will be nonresponsive.

The Los Angeles Unified School District has a Labor Compliance Program as approved by the Director of the Department of Industrial Relations and the Board of Education in compliance with Section 1771.5 of the California Labor Code.

Copies of the prevailing rate of per diem wages are on file at the following District office and shall be made available to any interested party on request: Facilities Support Services/Labor Compliance Program

333 S. Beaudry Avenue, 19th Floor, Los Angeles, CA 90017 (213) 241-4665

Each bid shall be in accordance with drawings, specifications and other contract documents now on file at Facilities Construction Contracts, 333 S.

Beaudry Ave. Los Angeles, CA 90017. Bidding documents are available online at www.crisping.com in the "Public Planroom" and will be available Monday through Friday on 7/24/2019 at CRISP IMAGING Los Angeles Office (Downtown) 1829 S. Main Street, Los Angeles, CA 90015 Business Hours: 7:00 a.m. to 6:00 p.m. A fee will be charged for plans and specifications.

On February 25, 2003, the Board of Education adopted a twenty-five (25%) participation goal for Small Business Enterprise (SBE), per contract, based on the basis of award amount of funds allocated to the school construction and modernization program. This goal will be included in each construction contract.

Each bid shall be made out on a form to be obtained in Facilities Construction Contracts; shall be sealed and filed with the Facilities Construction Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017, before said time and on the date shown above; opened and read aloud in public at or about said time at said address.

Attention of bidders is called to the provisions concerning bid guarantee in the Bid Form and contract bonds requirements in the General Conditions of the specifications.

The Board reserves the right to reject any or all bids, and to waive any informality in any bid.

DATED: 7/18/19
BOARD OF EDUCATION OF THE CITY OF LOS ANGELES by Facilities Services Division,
7/23, 7/29/19

DJ-3276077#

BID AND ACCEPTANCE FORM

Bidder Name: **Fredrick Towers INC.**

1.01 BID SUBMISSION INSTRUCTIONS

- A. Submit this form, sealed in an envelope provided by OWNER, plainly showing bidder State Contractor License name and number, description of the Work and the bid opening date; and deposit with **Los Angeles Unified School District, Facilities Contracts, 333 S. Beaudry Ave., Los Angeles, CA 90017**. The bid shall be submitted by the bid due date at the customer service desk located in the first floor lobby of the building. The bid will be opened and read on the 28th Floor, Room 28-102, about one-half hour after the bid deadline.
- B. Bidders shall keep the Bid and Acceptance Form intact and return all pages when submitting bid.
- C. Failure to submit the complete Bid and Acceptance Form may invalidate the bid.

1.02 BID DUE DATE: Before 10:00 A.M. on August 27, 2019

The only acceptable time of receipt is the date/time stamp imprinted upon the bid package by the representative of Facilities Contracts.

1.03 PROJECT IDENTIFICATION:

- A. The undersigned, is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: **O'Melveny Elementary School, Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge (PSA), 10367062**

in strict conformity with the Drawings and Specifications prepared by:

Facilities Services Division
Los Angeles Unified School District

1.04 Bidder acknowledges the following Addendum:

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

1.05 BASE BID (MUST BE FULLY COMPLETED BY BIDDER)

- A. Bidder will complete the Work in accordance with the Contract Documents for the following base bid amount:

two million two hundred fifty thousand (\$ 2,250,000 - 00)
(numeric figures)

1.06 BID ITEMS

Public Contract Code Section 20103.8 (a) - The base bid amount shall be used to determine the lowest bid amount.

1.07 The base bid amount includes all Contract Allowances, if any, as set forth in the Specifications or as described in Section 01 2100 - Allowances. N/A

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

ADDENDUM NO. 02
INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 7/1/2019
BID AND ACCEPTANCE FORM
00 4100-1

1.09 BASIS OF AWARD OF CONTRACT:

- A. If additive or deductive bid items are not set forth in the Bidding Documents, the lowest responsive bid shall be determined by the lowest bid amount for the base bid.
- B. If the Bidding Documents contain additive or deductive bid items, the lowest responsive bid will be determined pursuant to Public Contract Code Section 20103.8 (a). That statute requires the lowest bid shall be the lowest bid price on the lowest base bid without consideration of the prices on the additive or deductive bid items. The use of Section 20103.8 (a) to determine the lowest bid price does not preclude the OWNER from adding to, or deducting from, the Contract to be awarded any of the additive or deductive bid items identified in the bid solicitation.
- C. **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 the following titled Project:

**O'Melveny Elementary School,
Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge**

2010004 / 10367062

[Contract Number/Project Number(s) - to be filled in by Facilities Contracts]

Article 2 - Time for Completion

The Work shall be commenced on the date stated in the OWNER Notice to Proceed. The time period for Contract Completion of the Work shall be 210 calendar days from the date set forth in the Notice to Proceed issued by the OWNER, and in accordance with the Contract regarding milestones and liquidated damages.

TIME IS OF THE ESSENCE.

Article 3 - Hold Harmless, Defense and Indemnification

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

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

The CONTRACTOR at its own cost, expense, and risk, shall defend all legal proceedings that may be brought against all such potential indemnities for any such liability, claim, loss, cause of action, action, demand, penalty, cost and expense, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim, loss, cause of action, action, demand, penalty, cost and expense (including without limitation, attorneys' fees) was actually or allegedly caused wholly or in part through the negligence or other tortious conduct of any of them. OWNER shall have the right to approve counsel proposed for any such defense and shall be consulted with regard to any proposed

ADDENDUM NO. 02

INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

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00 4100-2

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 Contract Amount and contain the terms and conditions required by Articles 5.16 through 5.17 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

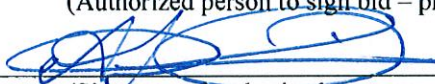
Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted and the Contract Documents shall be read and enforced as though it were included in the Contract Documents. If through mistake or otherwise any such provision is not inserted, 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: August 27th, 2019

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

Albert Danelian

(Authorized person to sign bid - print name)



(Signature of authorized person to sign bid)

Business Address: 3661 San Fernando Rd. Glendale, CA 91204

Phone No. (818) 951-3552

Fax No. (818) 951-3872

Email Address albert@fredricktowers.com

FOR FC USE ONLY

Contract Number

2010004



with Plans
with Specs

1.10 ACCEPTANCE

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

FREDRICK TOWERS INC

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

, a corporation

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

This Contract is for the purpose of constructing that Project identified as O'Melveny Elementary School and commonly referred to as Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge.

CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

Article 7 - Contract Amount

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents, the sum of Two million two hundred fifty thousand dollars

(To be filled in by OWNER / Office of Facilities Contracts)

(\$2,250,000.00), subject to any additions or deductions, if any, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on October 4, 20 19 at Los Angeles, California.

(To be filled in by Chief Procurement Officer, Director of Facilities Contracts (up to \$3M), Facilities Contracts Administrator (up to \$500K), Contract Administration Manager (up to \$300K), or Assistant Contract Administration Manager (up to \$100K))

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: 

CHIEF PROCUREMENT OFFICER, DIRECTOR OF FACILITIES CONTRACTS, FACILITIES CONTRACTS ADMINISTRATOR, CONTRACT ADMINISTRATION MANAGER, OR ASSISTANT CONTRACT ADMINISTRATION MANAGER

BLUE INK SIGNATURE REQUESTED

**FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM
SHALL RENDER THE BID NON-RESPONSIVE**

END OF DOCUMENT

ADDENDUM NO. 02
INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 7/1/2019
BID AND ACCEPTANCE FORM
00 4100-4

BID SECURITY FORM

Bond Number Bid BondFederal Insurance CompanyFredrick Towers, Inc.

Surety

Bidder

THE LOS ANGELES UNIFIED SCHOOL DISTRICT, acting by and through its BOARD OF EDUCATION OF THE CITY
OF LOS ANGELES OWNER/Obligee

TEN PERCENT (10%) OF THE AMOUNT OF THE BASE BID ATTACHED Amount of Bond

Project Description: Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge

Date of Bid Opening: August 20, 2019

Project Number(s): 10367062

Contract Number: 2010004

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 15th day of August 20 19

Fredrick Towers, Inc.

By (signed) [Signature]

Signature of Authorized Person

Title Operations Manager

Federal Insurance Company

SURETY

By (signed) [Signature]

Matthew J. Coats Signature of Attorney-In-Fact

Address 555 South Flower St., 3rd Floor

City, State Los Angeles, CA 90071

Telephone (213)612-0880

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

State of _____

SS

County of _____

On _____, before me,

_____, a Notary Public

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)

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

INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 01/05/2012
BID SECURITY FORM

00 4313-1

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 AUG 15 2019 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Matthew J. Coats
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 [Signature]
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
Surety**

**POWER
OF
ATTORNEY**


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

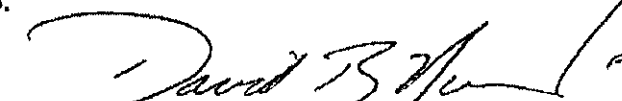
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Linda D. Coats, Matthew J. Coats 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, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **June, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

SS.

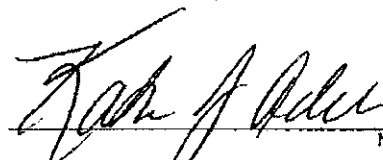
County of Somerset

On this **1st** day of **June, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 15th day of August, 2019.




Dawn M. Chloros, Assistant Secretary

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

SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST

1.01 GENERAL

Bidder Name: **Fredrick Towers INC.**

- A. In performance of Work, bidder is required to comply with the Subletting and Subcontracting Fair Practices Act as set forth in, but not limited to, Public Contract Code Sections 4100 et. seq. Violation of any provision of the Act shall subject the bidder to the penalties and other consequences prescribed in the Act.
- B. In compliance with Section 4104 of the Public Contract Code, bidder submits the following complete list of each subcontractor who will perform Work or labor or render service or specially fabricate and install a portion of the Work in an amount in excess of one-half of one percent of the total bid.
- C. Bidder shall list only one subcontractor for each portion of the Work. Bidders that intend to contract with any mechanical, electrical, and plumbing (MEP) subcontractors to perform any such component work on the Project shall only select MEP subcontractors on the OWNER's list of prequalified MEP subcontractors in accordance with Document 00 1116 and Document 00 2113. Bids that fail to adhere to these requirements will be deemed non-responsive by the OWNER.
- D. Bidder, by not listing a subcontractor for a certain portion of the Work, certifies bidder is qualified to perform and will perform said portion of Work itself.
- E. Certain penalties may be imposed for the subsequent employment of an unlisted subcontractor.
- F. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

<u>TYPE(S) OF WORK</u>	<u>NAME OF SUBCONTRACTOR(S)</u> (Firm Name as it appears on Contractor's State License)	<u>LICENSE NO.</u>	<u>DIR REGISTRATION NO.</u>	<u>LOCATION OF BUSINESS (CITY, STATE)</u>
Abatement-Demo	AIR	795278	100 000 6864	LA, CA
SURVEY	LAND MARK SURVEYING	LS 5439	100 000 1674	HIGHLAND CA
ROOFING	EBERHARD ROOFING	329087	100 000 1523	VAN NUYS CA.
LATH/PLASTER	ROTHERFORD	399033	1000012233	LA CA.
FIRE SPRINKLER	SHUTTLES PLUMBING	260688	120 0013842	SIMI VALLEY CA
DRILLING	Barney's hole drilling	249291	100002567	LONG BEACH CA
MECHANICAL	MASTER BUILT CORP	898722	1000003251	Malibu, CA
ACCESS CONTROL	C 3 COMMUNICATION	986306	100 000 2151	GARDENA, CA

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

END OF DOCUMENT

ADDENDUM NO. 01

INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
 PASSENGER ELEVATOR & CONNECTOR BRIDGE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST
 O'MELVENY ELEMENTARY SCHOOL

REVISED 08/02/2019

00 4336-1

Bidder Name: **Fredrick Towers INC.**

- [illegible]

ADDENDUM NO. 01
INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT LIST
O'MELVENY ELEMENTARY SCHOOL

REVISED 08/02/2019
00 4336-1

CERTIFICATION REQUIREMENTS

1.01 GENERAL

Bidder Name: **Fredrick Towers INC.**

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- B. Failure to submit this document shall render the bid non-responsive.
- C. Bidder is advised that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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

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

1.02 ETHICS POLICY

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

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

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

N/A

N/A

N/A

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

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

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

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

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

☒ **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 6.48, 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:

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/dir>

- 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). An experience modification rate exceeding 1.00 at the time of the bid may disqualify subcontractors from enrollment in OCIP.
- B. This certifies and confirms that the bidder is in compliance with the OWNER's prime contractor prequalification requirements at the time of bid, and that the bidder has safety pre-qualified in accordance with OWNER safety prequalification requirements all tiers of subcontractors other than mechanical, electrical and plumbing subcontractors (i.e., contractors 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 pursuant to regulations of the Contractors' State License Board) that contract directly with a bidder to perform any such component work on the Project ("MEP subcontractors"). 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 from the OWNER's list of prequalified MEP subcontractors in accordance with Document 00 1116 and Document 00 2113 and that all MEP subcontractors have been listed on Document 00 4336.

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

ADDENDUM NO. 01
INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 08/02/2019
CERTIFICATION REQUIREMENTS
004500-4

- 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 August 27, 2019, at Glendale, California.

By:  Operations Manager
Signature and Title of Bidder Representative

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

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

END OF DOCUMENT

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 Glendale ss.Glendale

, being first duly sworn, deposes and says that he or she

Operations Manager (Name of person signing bid) of **Fredrick Towers, Inc.** (Name of Licensee Bidding) is the party making the
(Title of Signer)

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: 95-4176778

Sole Ownership ☐

Contractor's State License: 572986 A, B, C8, C10, C12, C20, C27, HAZ
Number Classification(s)

Partnership ☐Corporation ☒

Name of License Holder: Albert Danelian

Other ☐

Expiration Date: 07/31/2021

Address 3661 San Fernando Rd.

Phone (818) 951-3552

City Glendale State 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  Operations Manager
Print Name Signature and Title

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

Dated this 27th day of August 2019

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

END OF DOCUMENT

INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR
PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 01/05/2012
NON-COLLUSION AFFIDAVIT
00 4519-1

DOCUMENT 00 6113
PAYMENT BOND
(LABOR AND MATERIAL)

Bond No.: 8246-64-55
Premium: Included with Performance Bond

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **FREDRICK TOWERS INC**

hereinafter called the CONTRACTOR, have entered into a Contract

for: **PASSENGER ELEVATOR & CONNECTOR BRIDGE (PSA) AT O'MELVENY ELEMENTARY SCHOOL (184552)**

Contract Amount: **TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00)**

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

PAYMENT BOND


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

This bond is executed in accordance with the requirements of Section 9550 *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 9100 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 26th day of September 20 19

CONTRACTOR/PRINCIPAL
FREDRICK TOWERS INC

By  Title President.

Surety Name Federal Insurance Company
Address of Surety 555 South Flower St., 3rd Floor
Los Angeles, CA 90071 - (213)612-0880
Telephone Number (213)612-0880
Bond Number 8246-64-55

By 
Attorney-in-Fact: Matthew J. Coats
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 Amount.

Conny B. McCormack, County Clerk

Date _____ By _____ Deputy

#2010004/CV

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

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 SEP 26 2019 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Matthew J. Coats
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though 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: _____

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents. That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats 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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 28th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316655
Commission Expires July 16, 2024

Katherine J. Adelaar

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:

"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, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY 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 26th day of September, 2019.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

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 **2010004**,

described as **INSTALLATION OF VOLUNTARY BARRIER REMOVAL MODULAR PASSENGER ELEVATOR & CONNECTOR BRIDGE (PSA)** at **O'MELVENY ELEMENTARY SCHOOL (184552)**

and is in the Contract Amount of **\$2,250,000.00**,

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 **TWO MILLION TWO HUNDRED FIFTY THOUSAND Dollars (\$2,250,000.00)**, 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 Contract Amount; or

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

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or
INSTALLATION OF VOLUNTARY BARRIER REMOVAL
MODULAR PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 01/05/2012
FAITHFUL PERFORMANCE BOND
00 6114-1

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

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

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

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

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

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

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

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

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


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

11. Where they are used herein, the following terms that are specially defined in the Contract shall have the same meaning ascribed to them in the Contract: OWNER, CONTRACTOR, Contract, Work, Contract

Documents, Contract Amount, Contract Time, Day, Punch List, and Substantial Completion.

Signed and sealed this 26th day of September 20 19

CONTRACTOR/PRINCIPAL
FREDRICK TOWERS INC

By  Title President

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 8246-64-55

By 
Attorney-in-Fact : Matthew J. Coats
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 Amount.

Conny B. McCormack, County Clerk

Date
By

Deputy

#2010004/CV

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

INSTALLATION OF VOLUNTARY BARRIER REMOVAL
MODULAR PASSENGER ELEVATOR & CONNECTOR BRIDGE
O'MELVENY ELEMENTARY SCHOOL

REVISED 01/05/2012
FAITHFUL PERFORMANCE BOND
00 6114-3

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 SEP 26 2019 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Matthew J. Coats
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 [Signature]
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: _____

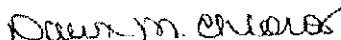
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

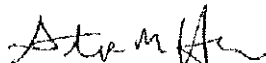
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats and Summer Reyes of Laguna 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**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th day of August, 2019.



Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

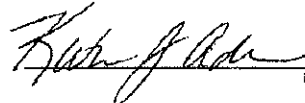
SS

On this 28th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316085
Commission Expires July 18, 2024



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:

"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"):

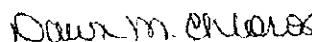
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute 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 granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY 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 26th day of September, 2019.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3686 e-mail: surety@chubb.com



Company Profile

COMPANY PROFILE

Company Search

Company Information

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

FEDERAL INSURANCE COMPANY

**202B HALL'S MILL ROAD
WHITEHOUSE STATION, NJ 08889
800-252-4670**

Old Company Names**Effective Date****Agent For Service**

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Financial Statements
PDF's**Reference Information**

Annual Statements

Quarterly
Statements

Company Complaint

Company
Performance &
Comparison DataCompany
Enforcement ActionComposite
Complaints Studies

NAIC #:	20281
California Company ID #:	0059-6
Date Authorized in California:	12/18/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

Additional Info

Find A Company
Representative In
Your AreaView Financial
Disclaimer[back to top](#)**NAIC Group List**

NAIC Group #: **0626** Chubb Ltd Grp

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](#).

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

[back to top](#)

© 2008 California Department of Insurance

CERTIFICATE OF INSURANCE FOR HAZARDOUS MATERIALS

FOR MATTERS NOT OTHERWISE COVERED BY THE OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

This is to certify that policies of insurance as described below have been issued to the Insured named below (CONTRACTOR) and are in force for the period indicated for operations in California.

See below for Cancellation Clause.

Name and Address of Insured (Contractor) Asbestos Instant Response Inc. 3517 W. Washington Boulevard Los Angeles, CA 90018			Certificate Holder (OWNER) LOS ANGELES UNIFIED SCHOOL DISTRICT 333 S. Beaudry Ave., 22nd Fl., Los Angeles, CA 90017 (Attn: Facilities Construction Contracts)	
Coverage	Carrier and Policy Number	Effective Date	Expiration Date	Limits of Liability
WORKERS' COMPENSATION	Great Divide Insurance Co. WCA202507911	01/01/2019	01/01/2020	Statutory in compliance with the compensation laws of the State of California
COMPREHENSIVE GENERAL LIABILITY Combined Single Limit (Bodily Injury and/or Property Damage)	Nautilus Insurance Co. ECP202508111	01/01/2019	01/01/2020	\$2,000,000.00 each Occurrence
AUTOMOBILE LIABILITY (Includes all OWNED, NONOWNED and HIRED)	Great Divide Insurance Co. BAP202507811	01/01/2019	01/01/2020	\$1,000,000.00 each Occurrence
POLLUTION LIABILITY (Includes Asbestos Abatement)	Nautilus Insurance Co. ECP202508111	01/01/2019	01/01/2020	\$5,000,000.00 each Occurrence
Name of school where work is being performed: LAUSD Contract # 2010004; O'Melveny Elementary School				

The Comprehensive General Liability policy includes coverage designated below:

- Contractual Assumed Liability, relating to contract(s) between the Named Insured and the Los Angeles Unified School District (OWNER).
- Contractors Protective (Contingency) Liability, when Subcontractors are engaged.
- Products Liability or Completed Operations.
- Pollution Liability (including Asbestos) when Named Insured has a contract with the OWNER that involves the removal of these materials.

This certificate of insurance is not an insurance policy and of itself does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any conditions of any contract(s) with respect to which this certificate is issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

THE LIABILITY POLICY(IES) REFERENCED ABOVE HAS/HAVE BEEN ENDORSED TO NAME THE OWNER AS AN ADDITIONAL INSURED AND TO PROVIDE SPECIFICALLY THAT ANY INSURANCE CARRIED BY THE DISTRICT WHICH MAY BE APPLICABLE TO ANY CLAIM OR LOSS RELATING TO CONTRACT(S) BETWEEN CONTRACTOR AND OWNER SHALL BE DEEMED EXCESS AND THE ABOVE CONTRACTOR'S INSURANCE PRIMARY DESPITE ANY CONFLICTING PROVISIONS TO THE CONTRARY WHICH MAY HAVE APPEARED IN THE POLICY(IES) PRIOR TO EXECUTION OF SAID ENDORSEMENT.

CANCELLATION CLAUSE: THE ABOVE-NAMED CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF CANCELLATION OR ANY MATERIAL CHANGE IN THE POLICY.

Dated at: Sept. 27th, 20 19

Marsh & McLennan Insurance Agency LLC

Insurance Company
9171 Towne Centre Dr., Suite 500

Number and Street
San Diego, CA 92122

City and State

By: (signed) Jennifer Van Buskirk
Signature of Authorized Representative of Insurer

Jennifer Van Buskirk
Name (typed)
Marsh & McLennan Insurance Agency LLC

Organization
9171 Towne Centre Dr., Suite 500

Address
San Diego, CA 92122

Telephone
858-875-3016

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

REVISED 10/06/2017
CERTIFICATE OF INSURANCE
FOR HAZARDOUS MATERIALS

00 6217-1

Vargas, Cynthia

From: WrapX.NoReply <WrapX.NoReply@alliant.com>
Sent: Friday, September 27, 2019 3:14 AM
To: info@fredricktowers.com
Cc: info@fredricktowers.com; Kathleen.Dalessandro@alliant.com; Aguilera, Aristeo; Williams, Beverly J; Vargas, Cynthia; Guzman, Christy; Trieu, Jenny; Curtis, Leslie; Jusay, Lourdes; Castrellon, Maria; Peoples, Wayne; Siu, Diane; Worshim-McCloud, Angela; Hughes, Donald; Martinez, Rosario; Takeda, Rosanna
Subject: OCIP IV Projects / 2010004 / Welcome Letter Packet
Attachments: Additional Insured wording for offsite certificates_LAUSD4.pdf; Contractor Certificate .pdf



09/27/2019

Attn: Frederick Towers
Fredrick Towers, Inc.
3661 San Fernando Road Glenale, CA 91204
Work Location: 5726 - O'Melveny ES

Re: OCIP IV Projects
Owner Controlled Insurance Program (OCIP)
Enrollment - Notification for Contract Number: 2010004
WC Policy Number: WA5-66D-067143-418

Dear Frederick Towers,

Attached is the Welcome Packet for the LAUSD OCIP IV Program.

Welcome, you have been enrolled into the LAUSD OCIP IV's OCIP for work performed under contract number 2010004. 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 LAUSD OCIP IV 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 Alliant WrapX website.
- Reporting Payroll is required by the 10th of each month following the work performed on site. Reports are required for each month your contract is in effect. If no on-site work was performed, a "\$0" payroll report must be submitted. Payroll should be entered online.

- **Your firm's Workers' Compensation Experience Modifier will be affected by any payroll reported or injuries sustained on this project site. Missing payroll could adversely affect your firm's X-mod.**
- 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 Don Hughes, WC Claim Processing Supervisor at 213 241-2210.
- Report all claims in accordance with the OCIP Insurance Manual.
- A Claims Kit will be posted online in the Alliant WrapX 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.
- Submit a Notice of Work Completion (NOC) at the time work is completed and you are prepared to leave the site. A separate NOC is required for each of your enrolled subcontractors.
- Please contact Kathleen Dalessandro using the contact information below for access to the WrapX system if needed. WrapX website: (<https://AlliantWrapx.alliantinsurance.com/ContractorPortal>)

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

Go to: <http://www.esis.com/awcmpn>

"If you do not have internet access, you may request assistance locating an MPN provider or obtaining an appointment by calling (866) 700-2168."

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

On behalf of Los Angeles Unified School District we wish you a safe and successful project!
Please call us at (866) 394-7937 if you have any questions or concerns.

Sincerely,
Kathleen Dalessandro
Email : Kathleen.Dalessandro@alliant.com
Tel : (213) 270-0156

Enclosures: Certificate of Insurance
Additional Insured wording for offsite certificates

This email and its attachments are for the exclusive use of the intended recipients, and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This email may also contain information that is confidential, or otherwise protected from disclosure by contract or law. Any unauthorized use, disclosure, or distribution of this email and its attachments is prohibited. If you are not the intended recipient, let us know by reply email and then destroy all electronic and physical copies of this message and attachments. Nothing in this email or its attachments is intended to be legal, financial, or tax advice, and recipients are advised to consult with their appropriate advisors regarding any legal, financial, or tax implications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

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 Alliant Insurance Services, Inc. 333 S Hope St, Suite 3750 Los Angeles, CA 90071 Phone: (213) 443-2468, Fax: (866) 867-5811		CONTACT NAME: Kathleen Dalessandro	
		PHONE (A/C, No, Ext): (213) 270-0156	FAX (A/C, No):
		E-MAIL ADDRESS: Kathleen.Dalessandro@alliant.com	
INSURED Fredrick Towers, Inc. 3661 San Fernando Road Glenale, CA, 91204 Attn: Frederick Towers		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Insurance Company	NAIC# 23035
		INSURER B: Everest National Insurance Company	10120
		INSURER C: LM Insurance Corporation	33600
		INSURER D: Allied World Assurance Company (U.S.) Inc.	19489

COVERAGES **CERTIFICATE NUMBER: 127835** **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB2-661-067129-028	09/26/2019	05/01/2023	GL-EachOccurrence \$2,000,000
							GL-DamageToRentedPremises \$1,000,000
							GL-MedExp \$10,000
							GL-Personal&AdvInjury \$2,000,000
							GL-GeneralAggregate \$4,000,000
							GL-ProductsComp/OPAggregate \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						AL-CombinedSingleLimit
							AL-BodilyInjury(Per person)
							AL-BodilyInjury(Per Accident)
							AL-Property Damage(Per Accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS - MADE DED RETENTION \$			XC1EX00107181	09/26/2019	05/01/2023	EUL-Aggregate \$10,000,000
							EUL-EachOccurrence \$10,000,000
C	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			WA5-66D-067143-418	09/26/2019	05/01/2021	<input checked="" type="checkbox"/> WC-StatutoryLimits <input type="checkbox"/> Other
							WC-E.L.EachAccident \$1,000,000
							WC-E.L.DiseasePolicyLimit \$1,000,000
							WC-E.L.Disease EachEmployee \$1,000,000
D	Excess & Umbrella #2			3113202	09/26/2019	05/01/2023	EUL-EachOccurrence \$15,000,000
							EUL-Aggregate \$15,000,000

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 Los Angeles Unified School District's Owner Controlled Insurance Program and enrolled into the program for work performed on site under contract number 2010004 at the following schools: 5726 - O'Melveny ES. The coverage is effective from the start date of the contract, 09/26/2019, through the completion of the work onsite, or completion of the project, whichever is first.

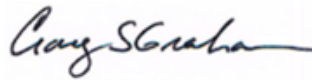
CERTIFICATE HOLDER

Fredrick Towers, Inc.
3661 San Fernando Road
Glenale, CA, 91204
Attn: Frederick Towers

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 : AUTHORIZED REPRESENTATIVE



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ADDITIONAL INFORMATION

DATE (MM/DD/YYYY)
09/27/2019

PRODUCER

Alliant Insurance Services, Inc.
333 S Hope St, Suite 3750
Los Angeles, CA 90071
Phone: (213) 443-2468, Fax: (866) 867-5811

CERTIFICATE HOLDER

Fredrick Towers, Inc.
3661 San Fernando Road
Glenale, CA, 91204
Attn: Frederick Towers

INSURED

Fredrick Towers, Inc.
3661 San Fernando Road
Glenale, CA, 91204
Attn: Frederick Towers

(continued from previous page)

Excess #3

Starr Indemnity & Liability Company
Policy Number: 1000024092
Policy Duration: 9/26/2019 to 5/1/2023
\$25,000,000 Per Occurrence / \$25,000,000 Per Aggregate

Excess #4

ACE Property and Casualty Insurance Company
Policy Number: XCQG71124654001 (50.00%)
Policy Duration: 9/26/2019 to 5/1/2023
\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate

Excess #4

Berkley National Insurance Company
Policy Number: CEX0960316100 (50.00%)
Policy Duration: 9/26/2019 to 5/1/2023
\$50,000,000 Per Occurrence / \$50,000,000 Per Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2019

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 FINANCIAL GROUP, INC. CA Lic #0C69164 1209 N. Central Ave. #201 Glendale CA 91202	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. 3861 San Fernando Road Glendale CA 91204	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Navigators Specialty Ins. Co.</td><td></td></tr><tr><td>INSURER B: Progressive</td><td></td></tr><tr><td>INSURER C: State Compensation Ins. Fund</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: Navigators Specialty Ins. Co.		INSURER B: Progressive		INSURER C: State Compensation Ins. Fund		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Navigators Specialty Ins. Co.															
INSURER B: Progressive															
INSURER C: State Compensation Ins. Fund															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL196505470**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 <input type="checkbox"/> OTHER			LA19CGL193592IC	06/06/2019	06/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			06196378-2	06/06/2019	06/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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 Y	N/A	1892573-19	09/01/2019	09/01/2020	<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)

The certificate holder is named as Additional Insured on General Liability & Auto Liability policies. The General Liability policy is Primary & Non-contributory.

Contract: 2010004 / O'Melveny Elementary School

CERTIFICATE HOLDER**CANCELLATION**

Los Angeles Unified School District 333 S. Beaudry Avenue 22nd Floor Los Angeles CA 90017	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
--	---

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FREDRICK TOWERS INC.

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

September 27, 2019

Project Labor Coordinator
Labor Compliance
Program
333 South Beaudry Ave. 21ST Floor
Los Angeles, CA 90017

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Fredrick Towers Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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, Operations Manager



Suttles Plumbing & Mechanical Corp

License #: 268688 • B, C36, C34, C42, C4, C20, C16, C61, D40
WBE#2005127686 DIR #1000013842

LETTER OF ASSENT

September 26, 2019

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017

Attn: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm that **Suttles Plumbing & Mechanical Corp** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement - New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant **2010004 O'Melveny Elevator** 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,

Suttles Plumbing and Mechanical Corp.
Jackie Turner
Payroll Manager

PRO-LINE ELECTRIC COMPANY
8424 Densmore Avenue
North Hills, CA 91343

9/27/2019

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

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Pro-Line Electric Company** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement -- New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004/Colin Project No.: 10367062** 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,

Pro-Line Electric Company



By: Jeff D. Hancock, Owner, Contractor

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



2107 Crystal Street
Los Angeles, CA 90039

T: 323.666.5284
F: 323.665.0328

License #399033

1026 Maine Ave.,
Clovis, CA 93619

T: 559.900.4134
F: 559.900.4145

License #399033

September 30, 2019

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Ave. 21ST Floor
Los Angeles, CA 90017

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Rutherford Co., Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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,

Brad Rutherford, President
P 323-666-5284
F 323-665-0328
Rutherford Co., Inc.

REPUBLIC IRON WORKS

Since 1937

10819 MICHAEL HUNT DRIVE • P.O. BOX 3251 • SOUTH EL MONTE, CA 91733 • (626) 442-3360 • FAX (626) 442-4260

September 26, 2019

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

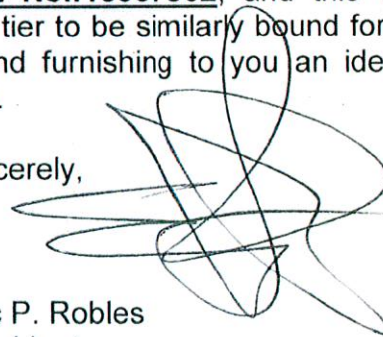
Attn: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm that Republic Iron Works agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K effective October 1, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062**, 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,



Eric P. Robles
President

ATTACHMENT A – LETTER OF ASSENT

Complete Roofing
& Waterproofing

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

9/25/2019

Eberhard

Excellence since 1945

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Ave. 21ST Floor
Los Angeles, CA 90017

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

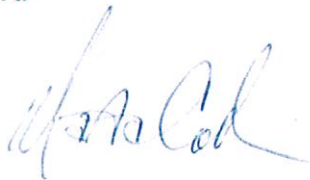
Re: Project Stabilization Agreement – New School Construction and Major
Rehabilitation Funded by Proposition BB and/or Measure K – Letter of Assent

Dear Sir:

This is to confirm [Eberhard] agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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,

Eberhard



By: [Signature]
Marta Collier/Payroll Administrator



Asbestos Instant Response, Inc., dba
AIR DEMOLITION & ENVIRONMENTAL SOLUTIONS

3517 W. Washington Boulevard. Los Angeles. California. 90018

T 323.733.0508 F 323.732.3414

License No. 795278 DIR #100-0006864

LETTER OF ASSENT

9/27/2019

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

Attn: Labor Compliance Dep.
Email: lcp@lausd.net or fax (213) 241-8356


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

Dear Sir:

This is to confirm **Asbestos Instant Response, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract No. 2010004; O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge (PSA))** 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,

Asbestos Instant Response, Inc.


for
Roberto Urbina,
Project Estimator



Barney's Hole Digging Service, Inc.

P.O. Box 8596, Long Beach, CA 90808

(562) 595-5224 * Fax (562) 595-1005

e-mail: Info@BarneysDrilling.com

www.BarneysDrilling.com

Lic.No. 249291

ATTACHMENT A – LETTER OF ASSENT

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

September 26, 2019

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

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir,

This is to confirm **Barney's Hole Digging Service, Inc.** agrees to be party to and be bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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,

Barney's Hole Digging Service, Inc.

By: Scott Bumgarner, Office Manager

ATTACHMENT A – LETTER OF ASSENT

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

Masterbuilt Construction Corp

3806 Malibu Country Drive

Malibu Ca 90265

Lic#898722

Phone (818) 903-9178 Fax (818) 369-6879

masterbuiltco@yahoo.com

DATE 09/30/2019

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Ave. 21ST Floor
Los Angeles, CA 90017

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Masterbuilt Construction Corp** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062 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,

Masterbuilt Construction Corp



By: [Mehdi Ahmadi]

Name and Title of Authorized Executive

Johnson Controls Fire Protection LP
12728 Shoemaker Avenue
Santa Fe Springs, CA 90670
Tel +1 562 405 3800
www.JohnsonControls.com



ATTACHMENT A – LETTER OF ASSENT

September 30, 2019

Project Labor Coordinator Labor
Compliance Program
333 South Beaudry Ave. 21ST Floor Los
Angeles, CA 90017

Attention: Labor Compliance Department
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Johnson Controls Fire Protection LP** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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,

Johnson Controls Fire Protection LP

By:  9/30/19
Ibrahim Mithkal, M.E.M.
Fire Alarm Operations Manager, Metro Los Angeles



LANDMARK SURVEYING SOLUTIONS, INC (LSS)

SIGNATORY TO IUOE LOCAL 12
DBE/UDBE CERTIFIED 39880
SBE CERTIFIED 1702340

September, 2019

Project Labor Coordinator
Labor Compliance Program
333 South Beaudry Ave. 21st Flr
Los Angeles, CA 90017

Attn: Labor Compliance Dep.
Email: lcp@lausd.net or fax (213) 241-8356

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

Dear Sir:

This is to confirm **Landmark Surveying Solutions, Inc.** agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **Contract No. 2010004 O'MELVENY ELEMENTARY SCHOOL** 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,

Landmark Surveying Solutions, Inc.

Janet Nakada, CEO



ATTACHMENT A – LETTER OF ASSENT

September 27, 2019

Project Labor Coordinator Labor
Compliance Program

333 South Beaudry Ave. 21ST Floor Los
Angeles, CA 90017

Attention: Labor Compliance Department

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

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

Dear Sir:

This is to confirm that Conner Communications Corporation agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New School Construction Major Rehabilitation Funded by Proposition BB and/or Measure K **effective October 1, 2003**, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to **O'Melveny ES (Installation of Voluntary Barrier Removal Modular Passenger Elevator & Connector Bridge) (PSA) Contract 2010004 / Colin Project No.:10367062** 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,

John A. Conner, President

Conner Communications Corporation

Conner Communications Corporation
1520 W. 178th Street
Gardena, CA 90248
PH (310) 756-6610 FAX (888) 251-1218