

# Los Angeles Unified School District

## Facilities Services Division Facilities Construction Contracts

**DAVID L. BREWER, III**  
Superintendent of Schools

**JOSEPH A. MEHULA**  
Chief Facilities Executive  
Facilities Services Division

**GREGORY GARCIA**  
Director, Facilities Contracts

August 19, 2008

**PARK WEST BUILDERS, INC**  
22421 Gilberto, Suite A  
Rancho Santa Margarita, CA 92688  
Attn.: Jim Tracy, CFO

**FAXED:**  
Fax No. (949) 546-8301

### **NOTICE OF AWARD – SOLE SOURCE CONTRACT (EXEMPT FROM OCIP, PSA AND BONDING)**


**Contract No.:** 0910015S  
**Project:** CENTRAL LA HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
**Project Description:** PROVIDE AN ALTERNATE TURF SYSTEM (MATERIAL)  
**Contract Amount:** \$115,795.00

This is your notice that you have been awarded the contract for the above-referenced project on August 15, 2008, hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

Attached is your copy of the executed contract documents.

If you have any questions, please contact your project Owner Authorized Representative (OAR), Paul Warner at (213) 447-7479.

Sincerely,

  
CHRISTY GUZMAN  
Assistant Contract Administration Manager

CG/mg

c: G. Garcia  
T. Dillon  
Y. Merriman-Garrett  
E. Byrd  
M. Scinto  
S. Sharr  
P. Warner  
S. Leano  
F. Mesa, AON

Bid No. 0910015

/S

## **SOLE-SOURCE AGREEMENT**

### **INTRODUCTION**

This Sole-Source Agreement bearing contract number 09100155 (hereinafter called the ("Contract")) is made and entered into, on \_\_\_\_\_, by and between the Los Angeles Unified School District, by and through the Board of Education (hereinafter called the "District"), and Park West Builders, Inc. (hereinafter called the "Installer") to Provide an Alternate Turf System (Material), at Central LA High School #1 (Project #55L98014) (hereinafter called the "Project"). The District and the Installer are sometimes hereinafter collectively referred to as the "Parties" and or singularly as a "Party".

### **RECITALS**

WHEREAS the Los Angeles Unified School District, Construction Division is in the process of installing synthetic turf in the multi-purpose athletic field at the Central Los Angeles High School #1 which is scheduled to open on September 3, 2008.

WHEREAS after entering into Job Order Contract #092 for General Contracting Services (Project #23.06434), bearing contract number 0730029 (hereinafter called the "Original Contract") with Worldwide Construction ("Contractor") on June 23, 2008 to perform a job/task order work at Central LA High School #1 Site Work and Synthetic Turf System (Project #55F98014) (hereinafter called the "Original Project"), which includes the installation of the synthetic turf; with a total Contract Value of \$975,321.47 and with a contract duration of 60 days, expected to be completed on August 22, 2008.

WHEREAS inspection by Office of the Environment Health and Safety (OEHS) proved that the original material known as "Champion Supreme 60" by DOMO Sports and Leisure Grass Systems (DOMO) used under the Original Project, includes the use of rubberized pellets as filler/ballast which were proven to have traces of lead, considered hazardous to high school students and other youth groups anticipated to use the field in recreation programs.

WHEREAS the need to change the synthetic turf to non-rubberized filter/ballast, free of lead or other

CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURF SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 09100155

Issued 06/18/08  
Sole-Source Contract  
Page 1 of 18  
15

hazards is imminent and required for a safer environment for the users of the athletic field to meet OEHS standards.

WHEREAS an acceptable alternate synthetic turf system was found to be manufactured by the same company, DOMO, who was utilized by the Installer under the Original Project and is the sole authorized and factory trained installer in the State of California.

WHEREAS time is of the essence and the Installer that supplied the original turf system can provide the alternate synthetic turf system without delay. Awarding the material change directly to the original Installer will also avoid material compatibility issues and additional costs if ordered from another manufacturer or from the Contractor holding the Job Order Contract (JOC). In addition, the Installer is mobilized at the site working with the Contractor and is prepared to expedite to complete the Project on schedule. These factors are expected to minimize overall impact and project costs to the District;

NOW, THEREFORE, pursuant to any and all rights and remedies that the District does possess, the District has approved the completion of the Project by negotiating a Sole Source Contract with the Installer of the original turf system pursuant to the same terms and conditions set forth under the Original Contract, the Original Project, and the conditions set forth below.

#### **TERMS AND CONDITIONS**

1. **TIME FOR COMPLETION.** The work shall be commenced on the date stated in the Notice to Proceed. The time period for final completion of the work shall be 30 calendar days from the date set forth in the Notice to Proceed issued by the District.
2. **DUTIES OF THE INSTALLER** shall be to provide the alternative synthetic turf as specified under the Scope/Details of Material - Attachment "A" ("Work") which is attached hereto and made a part hereof. The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Installer.
3. **LIABILITY.** The District shall not be liable to the Installer for personal injury or property

damage sustained by the Installer in the performance of this agreement whether caused by the  
CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURF SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 09100155

Issued 06/18/08  
Sole-Source Contract  
Page 2 of 18

15  
4

District, its officers, employees, or by third persons.

4. **INDEPENDENT INSTALLER.** While engaged in performance of this agreement the Installer is an independent service provider and is not an officer, agent, or employee of the District. Installer is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Installer assumes full responsibility for the acts and/or omissions of Installer's employees or agents as they relate to performance of this agreement. Installer assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Installer and Installer's employees. Installer warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent Installer, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Installer agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Installer's employees and agents under this agreement.

6. **CONTRACT VALUE.** The District shall pay the Installer **One Hundred Fifteen Thousand Seven Hundred Ninety-Five and No/ Dollars (\$115,795.00)** for the alternate turf system.

- 6.1 **Invoicing and Payment Application.** Payment shall be contingent upon acceptance of the Work and approval of the invoice(s) by the Owner Authorized Representative ("OAR") or his/her designee. The District will process invoice(s) which meet the requirements of this section, so long as the District has on file a fully executed contract for the invoiced services payment and after work has been accepted and approved by the District. Invoices must (a) reference the Sole-Source Contract Number, (b) be signed and submitted by the Installer to the locations identified below, and (c) shall itemize services/materials, date(s), and payment

15/4

rate(s) consistent with the terms of this agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within forty-five (45) days and may be rejected and/or returned to the Installer. Additional documentation shall be furnished by the Installer to the District's Accounts Payable Branch upon request.

**Mail Original Invoice(s) and**

**Two (2) Copies to:**

Los Angeles Unified School District  
Accounts Payable Branch  
333 South Beaudry Avenue,  
27<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Trung Dam

**Mail One (1) Copy of Invoice(s)**

Los Angeles Unified School District  
Central Region  
1055 West 7<sup>th</sup> Street  
Los Angeles, CA 90017  
Attention: Paul Warner (OAR)

7. **RIGHTS TO REPORT.** The rights to any report, evaluation and/or other material developed by the Installer in connection with this agreement shall belong to the District.
8. **CONFLICT OF INTEREST.** Installer represents that Installer has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this agreement and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by Installer. Installer shall not conduct or solicit any non-District business while on District property or time.
- Installer will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
- Installer warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash

gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation to this agreement. Any breach of this warranty shall be a material breach of each and every contract between District and Installer.

As a condition of this agreement, Installer agrees to comply with the Code of Ethics set forth in the Los Angeles Unified School District Ethics Policy Statement which is available online at <http://www.lausd.k12.ca.us/lausd/offices/ethics/Docs/LAUSDContractorConsultantsCode2002.pdf> and made a part hereof.

Should a conflict of interest issue arise, Installer agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.

9. **AUDIT AND INSPECTION OF RECORDS.** The Installer shall maintain, and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the agreement.

The Installer shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Installer's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Installer shall, at no cost to the District, furnish assistance for such examination/audit. The Installer and suppliers shall keep and

15  
4

preserve all such records for a period of at least 3 years from and after final payment or if the agreement is terminated in whole or in part until 3 years after the final agreement close-out. The District's rights under this section shall also include access to the Installer's offices, for the purpose of interviewing the Installer's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Installer's failure to provide records or access within the time requested shall preclude Installer from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District. The Installer shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the District upon request by the District.

10. **CONFIDENTIALITY.**

10.1 This agreement, all communications and information obtained by Installer from District relating to this agreement, and all information developed by Installer under this agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Installer shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Installer shall inform District, in writing, of the nature and reasons for such disclosure. Installer shall not use any communications or information obtained from District for any purpose other than the performance of this agreement, without District's written prior consent.

10.2 At the conclusion of the performance of this agreement, Installer shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Installer may retain copies of such materials, subject to the requirements of Subsection 10.1.

457

10.3 Installer may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, Installer shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.

10.4 Installer represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of District.

10.5 Installer's obligation of confidence with respect to information submitted or disclosed to Installer by District hereunder shall survive termination of this agreement.

11. **EVALUATION.** The Installer acknowledges that the presentation or materials may be evaluated by the participants, the Sponsor, the District's Program Evaluation & Research Branch (PE&RB) or any other District offices or schools and understands that the results of the evaluation may be made available to the Installer, other schools and offices within the District, and other school districts and agencies upon request. The Installer agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

12. **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Installer agrees to comply with applicable federal and state laws. In addition, the Installer agrees to require like compliance by all subcontractors employed on the work.

13. **TERMINATION FOR CONVENIENCE**

13.1 The District may, by written notice to the Installer, terminate this agreement in whole or in part

15/4



at any time, for the District's convenience. Upon receipt of such notice, the Installer shall:

- (1) immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Installer in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by the Installer of such notice.

13.2 If the termination is for the convenience of the District, Installer shall submit a final invoice within 60 days of termination and upon approval by the District, the District shall pay the Installer the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Installer to implement the termination.

13.3 The Installer shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Installer in accordance with this section shall constitute the Installer's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

14. **TERMINATION FOR DEFAULT**

14.1 The District may, by written notice to the Installer, terminate this agreement in whole or in part at any time because of the failure of the Installer to fulfill its contractual obligations.

Upon receipt of such notice, the Installer shall:

- (1) immediately discontinue all materials affected (unless the notice directs otherwise) and
- (2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Installer in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by the Installer of such notice.

14.2 If the termination is due to the failure of the Installer to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Installer shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of providing the materials, or any other costs or damages otherwise resulting from the failure of the Installer to fulfill its obligations, will be charged to the Installer and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Installer. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Installer, then the Installer shall promptly pay the amount of such excess to the District upon notice of the excess so due.

14.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Installer has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

14.4 The Installer shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Installer in accordance with this section shall constitute the Installer's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

15. **ASSIGNMENTS.** Neither the performance of this agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.
16. **GOVERNING LAW.** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.
17. **ENTIRE AGREEMENT/AMENDMENT.** This agreement and any exhibits attached hereto constitute the entire agreement between the parties to the agreement and supersede any prior or

contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this agreement.

18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD.**

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds.

By signing this agreement, the Installer certifies that:

- (a) The Installer and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, 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.

19 **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Installer represents, warrants, and covenants to District as follows:

19.1 **Compliance with Laws and Regulations**

At all times during the term of this Agreement, Installer shall comply with all applicable federal, state, and local laws and regulations during its performance of all work or provision of all

CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURF SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 09100153

Issued 06/18/08  
Sole-Source Contract  
Page 10 of 18

15  
5

materials contemplated by Attachment A to this Agreement. Installer represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contract shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Installer shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

#### 19.2 Non-Infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

#### 19.3 Authority

Installer has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

#### 19.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Installer's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Installer knows of no basis for any such action, suit, claim, investigation, or proceeding.

#### 20. DISTRICT DATA

CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURF SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 09100155

Issued 06/18/08  
Sole-Source Contract  
Page 11 of 18

15  
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Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by District for use by Installer under this Agreement shall remain the sole property of District and will be held in confidence in accordance with Section 9 of this Agreement.

**21. INDEMNIFICATION**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Installer shall indemnify District as follows:

21.1 This section intentionally omitted. [Please refer to the Original Contract terms.]

**21.2 Proprietary Rights Indemnity**

Installer shall indemnify and hold harmless District, its officers, directors, employees, agents from and against any losses suffered by District as a result of Installer's breach of its warranties set forth in Section 20 of this Agreement. Installer shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Installer in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Installer's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

**21.3 Insurance**

[Please see Attachment "D" – Owner Controlled Insurance Program (OCIP) – also

CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURF SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 0910015S

Issued 06/18/08  
Sole-Source Contract  
Page 12 of 18

15  
4

available at [http://www.laschools.org/fcs/cc/pg/file-storage/?folder\\_id=1045824](http://www.laschools.org/fcs/cc/pg/file-storage/?folder_id=1045824)

Installer, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverage shall name the District and the Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Installer and shall be deemed included in Installer's obligations under this contract at no additional charge.

22. **SECURITY**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Installer agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

23. **FINGERPRINTING**

The Installer shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all current and subsequent employees of Installer who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit employees of Installer from coming into contact with pupils until the CDOJ has ascertained that the employee has not been convicted of a felony as defined in California

Education Code Section 45122.1;

- C. Certify in writing to the District that neither Installer nor any of Installer's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of Installer's employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for employee changes and shall list employees by appropriate school site.
- E. The District may require the Installer and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

24.

**BUDGET REDUCTIONS**

In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the District may either (a) terminate the Contract, without further liability to the District, or (b) propose an amendment to the Contract for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to the Installer due to budget cutbacks, the District shall have the option to suspend performance of the Contract and suspend payments to the Installer until the Board of Education rescinds the suspension. In any event, the Installer shall be paid in accordance with the Contract for Material provided through the date of termination, amendment, or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

08/13/2008 15:28  
AUG-13-2008 15:20

9495468383

FROM FCC CONSTRUCTION CONTRACT

PARK WEST LANDSCAPE  
TO 19495468301

PAGE 17/17  
P.015

IN WITNESS WHEREOF, the parties have executed this Sole-Source Agreement on  
the date stated above.

//

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:

GA Garcia

Gregory A. Garcia  
Director, Facilities Contracts

Dated:

8/15/08

PARK WEST BUILDERS, INC.

By:

Jim P Tracy

President / Owner

(Signature)

CDO

(Title)

Contractor's License No.

801028

Federal ID No. 33-0766020

Dated:

8/17/08

END OF DOCUMENT

CENTRAL LOS ANGELES HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
PROVIDE ALTERNATE TURP SYSTEM (MATERIAL)  
SOLE-SOURCE CONTRACT NO. 09100155

Issued 06/18/08  
Sole-Source Contract  
Page 15 of 18

TOTAL P.015



## LOS ANGELES UNIFIED SCHOOL DISTRICT

### Facilities Services Division Facilities Construction Contracts

DAVID L. BREWER, III  
Superintendent of Schools

JOSEPH A. MEHULA  
Chief Facilities Executive  
Facilities Services Division

GREGORY A. GARCIA  
Director, Facilities Contracts

August 13, 2008

PARK WEST BUILDERS, INC.  
22421 Gilberto, Suite A  
Rancho Santa Margarita, CA 92688  
Attn.: Jim Tracy, CFO

FAXED:  
FAX NO. (949) 546-8308

### NOTICE OF INTENT TO AWARD – SOLE-SOURCE CONTRACT (EXEMPT FROM OCIP, PSA AND BONDING)

Contract No.: 091001SS  
Project: CENTRAL LA HIGH SCHOOL #1 (PROJECT NO. 55L98014)  
Project Description: PROVIDE AN ALTERNATE TURF SYSTEM (MATERIAL)  
Contract Amount: \$115,795.00  
Contract Duration: 30 Calendar Days

The contract documents (copy of the Sole-Source Agreement) will be ready for you to pick-up at the Facilities Construction Contracts Unit, 1545 Wilshire Boulevard, Suite 100, Los Angeles, CA 90017-4510, on July 31 2008. **YOU MUST PICK THEM UP PROMPTLY.**

Within three (3) business days of the above pick-up date, by August 18, 2008, you shall furnish to the FACILITIES CONSTRUCTION UNIT, the documents indicated below:

- X   1. Signed Sole-Source Agreement.
2. Bonds – Executed by contractor, and by Attorney-in-Fact for surety. The bonds with acknowledgement attached must be executed by a surety who is an admitted insurer authorized to transact surety insurance in the State of California. It is NOT necessary for the contractor or surety to obtain the Los Angeles County Clerk's Office certification prior to returning the bond to FACILITIES CONTRACTS ADMINISTRATION UNIT.

### PLEASE EXECUTE AND RETURN ALL DOCUMENTS RECEIVED

3. Original Certificate of Insurance, as indicated below, executed  
By an authorized representative of insurer:  
       Workers' Compensation  
       Comprehensive General Liability  
       Automobile Liability (Owned, hired, and non-hired)  
       The Facilities Contracts Administration already has the required insurance  
certificates on file

August 13, 2008

PARK WEST BUILDERS, INC.

PAGE 2

- \_\_\_\_\_ 4. Confirmation of Enrollment in the Owner Controlled Insurance Program (OCIP).
- \_\_\_\_\_ 5. I certify under the penalty of perjury under the laws of the State of California that my firm and all Sub-contractors employed by my firm are in compliance with all requirements as set forth in the bidding and contract documents for this project. I further certify that my firm's safety prequalification status remains unchanged and eligible for award of this contract.

Executed on 8/13/08 at La Puente, California  
Date City

[Signature]  
Signature of Authorized Representative

Jim P. Tracy COO  
Print Name Title

8/13/08  
Date

If you should have any questions regarding this notice, please contact your Owner Authorized Representative (OAR), Paul Warner at (323) 373-2505.

Please sign and return this notice to CHRISTY GUZMAN, at Facilities Construction Contracts.  
Name

[Signature]  
CHRISTY GUZMAN  
Assistant Contract Administration Manager

CG/mg

c: G. Garcia  
T. Dillon  
Y. Merriman-Garrett  
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M. Scinto  
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