

# Los Angeles Unified School District

## Facilities Services Division Facilities Construction Contracts

**RAMON C. CORTINES**  
*Superintendent of Schools*

**JAMES SOHN**  
*Interim Chief Facilities Executive  
Facilities Services Division*

**GREGORY A. GARCIA**  
*Director  
Facilities Contracts+*

**YVETTE MERRIMAN-GARRETT**  
*Senior Manager  
Facilities Construction Contracts*

December 21, 2009

**FAXED**  
Fax No. 310-328-9176

BEST CONTRACTING  
19027 S. HAMILTON AVE  
GARDENA, CA 90248

### NOTICE OF AWARD

**Contract No.:** 1030026  
**Project:** JOC #154 (23.08298)  
**Project Description:** ROOFING CONTRACTING SERVICES  
**Contract Amount:** \$25,000-\$1,000,000  
**Contract Duration:** 365 Calendar Days (with option terms)

This is your notice that you have been awarded the contract for the above-referenced project on December 18, 2009 hereby defined as the **EFFECTIVE DATE OF THE CONTRACT**.

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

Please contact your project Owner Authorized Representative (OAR), Tim Godar, at 213-893-2171 regarding scheduling of the Job Start Meeting and issuance of the Notice to Proceed.

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

Sincerely,



WAYNE PEOPLES  
CONTRACT EXECUTION SUPERVISOR

WP/vo

c: Richard Rockwell  
Tim Godar, (OAR)  
Beverly White, CAA-  
Inspection Section  
Vera Lovejoy  
Jaymin Shah  
Jennifer Salinas  
AON  
AON SERVICE CENTER  
Dan Sloan, Parsons  
Kevin Hurley, Parsons  
Universal Reprographics, Inc. (URI)  
File (Bid No: 1030026)  
Existing Facilities /s

## BID AND ACCEPTANCE FORM

Best Contracting Services, Inc.  
Bidder Name \_\_\_\_\_

## 1.01 BID SUBMISSION INSTRUCTIONS

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

1.02 BID DUE DATE: Before 1:00 P.M. on October 28, 2009

## 1.03 PROJECT IDENTIFICATION:

- A. The undersigned is familiar with the terms of the Contract, the local conditions affecting performance of Contract, the cost of the Work at the place where the Work is to be done, and with the Drawings, Specifications and all other Bidding Documents. The undersigned hereby proposes and agrees to perform, within the Contract Time stipulated, the Work including all of its component parts; and to provide and furnish any and all of the labor, materials, tools, apparatus, facilities, expendable equipment, and all utility and transportation services necessary to perform the Work in accordance with the Contract and complete all Work in a workmanlike manner for: JOB ORDER CONTRACT #1030026 / Alias #154, ROOFING CONTRACTING SERVICES (PROJECT NO. 23.08298) in strict conformity with the Bidding Documents prepared by:

Facilities Services Division  
Los Angeles Unified School District

## 1.04 Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number Number Number Number Number  
1

## 1.05 ADJUSTMENT FACTORS

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

- B. Base Period (12 months from Notice of contract award or expenditure of the \$1,000,000 maximum value of the contract, whichever occurs first)

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

1. 

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6
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5
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Utilize four decimal places

**II. CONSTRUCTION IS PERFORMED BY A SUBCONTRACTOR**

D = Subcontractor costs. (Three quotes are required)

If unable to provide competitive quotes from multiple contractors/suppliers and only a single source is available, submit the breakdown of the subcontractor's Material, Labor and Equipment costs in the same format (A, B, C) as specified above.

**ALLOWED COST FOR NON-PREPRICED TASK**

(A+B+C or D) X NON-PREPRICED Adjustment Factor

**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:

**JOB ORDER CONTRACT # 1030026 / Alias # 154  
ROOFING CONTRACTING SERVICES (PROJECT NO. 23.08298).**

**1030026**

*[Contract Number]*

**Article 2 - Time for Completion**

The Term of the Contract shall commence on the date stated in the OWNER Notice of Award. The base term of the Contract shall be twelve months or the expenditure of the maximum value of the Contract which ever occurs first. The time period for individual Job Orders will be determined for each Job Order Notice to Proceed.

TIME IS OF THE ESSENCE.

**Article 3 - Hold Harmless, Defense and Indemnification**

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

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

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

JOB ORDER CONTRACT (1030026)  
DISTRICT WIDE

REVISED 09/15/2009  
BID AND ACCEPTANCE FORM  
00400-3

FOR FCC USE ONLY

Contract Number

1030026



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

Best Contracting Services, Inc.

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

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

This Contract is for the purpose of constructing that Project identified **JOB ORDER CONTRACT #1030026 / Alias #154, ROOFING CONTRACTING SERVICES (PROJECT NO. 23.08298)**. CONTRACTOR is the lowest responsible bidder in response to an Invitation to Bid issued by the OWNER and represents that it is qualified to perform all of the terms, covenants, promises and conditions of this Contract.

**Article 7 - Contract Amount**

The OWNER shall pay, and the CONTRACTOR shall accept, in full payment for performance as required by the Contract Documents the guaranteed minimum value of twenty-five thousand dollars (\$25,000) up to the maximum contract value of one million dollars (\$1,000,000), to be determined by individual Job Orders, as provided in the Contract Documents. It is understood and agreed that all applicable taxes are included in the Contract Amount and that the Federal Excise Tax, from which the OWNER is exempt, is not included. The OWNER, upon request, will furnish the CONTRACTOR such Tax Exemption Certificates as may be required by the Manufacturer or Dealer.

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

Executed on Dec 18, 20 09 at Los Angeles, California.

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

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: La Pan

CHIEF FACILITIES EXECUTIVE / DIRECTOR, FACILITIES CONTRACTS  
Facilities Services Division

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

END OF DOCUMENT

## CERTIFICATION REQUIREMENTS

Best Contracting Services, Inc.

Bidder Name: \_\_\_\_\_

## .01 GENERAL

- A. Bidder must comply and abide by the certification requirements contained herein by completing this document in its entirety and submitting with sealed bid.
- B. Failure to submit this document shall render the bid non-responsive.

## 1.02 ETHICS POLICY

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

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

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

N/A \_\_\_\_\_

\_\_\_\_\_

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

[http://ethics.lausd.net/default.asp?Page=portal2\\_contractorConsultantCode](http://ethics.lausd.net/default.asp?Page=portal2_contractorConsultantCode)

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

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

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

- 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.

#### I.04 PREVAILING WAGES

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

Facilities Contract Services / Labor Compliance Program  
 333 South Beaudry Avenue, 19<sup>th</sup> 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.lasehools.org/fcs/lcp>
- D. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis to the OWNER Labor Compliance Program in the method provided by the OWNER Web-based Certified Payroll Reporting System.

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

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

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

**1.08 BIDDER CERTIFICATION**

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

Executed on October 28, 2009, at Gardena, California.

By:  Sean Tabazadeh, CEO/Secretary  
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**

12/3		11/24	
ok pls shuf			

12/3		11/24	
ok pls shuf			

12/3		11/24	
ok pls shuf			

12/3		11/24	
ok pls shuf			

1030026

VERIFIED BY: W. Hays

VENDOR #: 0

PICK DONE: ☐ Check



DOCUMENT 00600  
PAYMENT BOND  
(LABOR AND MATERIAL)

Bond No.: 12063931  
Premium: Included in Performance Bond  
Executed in 1 Original

WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,

hereinafter called the OWNER, and **BEST CONTRACTING SERVICES INC**

hereinafter called the CONTRACTOR, have entered into a Contract

for: **ROOFING CONTRACTING SERVICES AT JOB ORDER CONTRACT NO. 154 (23.08298) (PSA)**

Contract Amount: **TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000 )**

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

**PAYMENT BOND**

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

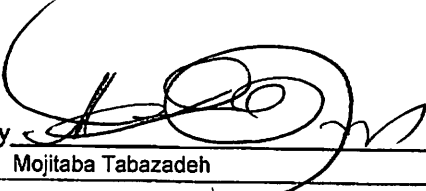
This bond is executed in accordance with the requirements of Section 3247 *et seq.* of the Civil Code and acts amendatory thereof; and shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil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

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


Signed and sealed this 24th day of November 20 09

**CONTRACTOR/PRINCIPAL**

**BEST CONTRACTING SERVICES, INC.**

By  Title President  
Mojtaba Tabazadeh

Surety Name The Guarantee Company of North America USA  
Address of Surety 1800 Sutter St., Ste 880, Concord, CA 94520  
Telephone Number (925)566-6040  
Bond Number 12063931

By   
~~Attorney-in-Fact~~ William Syrkin  
Address 1800 Sutter St., Ste 880, Concord, CA 94520  
Telephone Number (925)566-6040

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

9626



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

***William Syrkin, Matthew C. Welty, Sergio Bechara***  
***Millennium Corporate Solutions, Inc.***

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 22<sup>nd</sup> day of July, 2009.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**



**STATE OF MICHIGAN**  
**County of Oakland**

  
**Stephen Dullard, Vice President**

  
**Randall Musselman, Secretary**

On this 22<sup>nd</sup> day of July, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



*Cynthia A. Takai*  
*Notary Public, State of Michigan*  
*County of Oakland*  
*My Commission Expires February 27, 2012*  
*Acting in Oakland County*

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of November 2009



  
**Randall Musselman, Secretary**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/24/2009

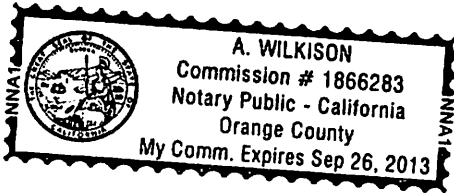
Date

before me, A. Wilkison, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

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 of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Payment Bond #12063931

Document Date: 11/24/2009

Number of Pages: One (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

The Guarantee Company of North America USA

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

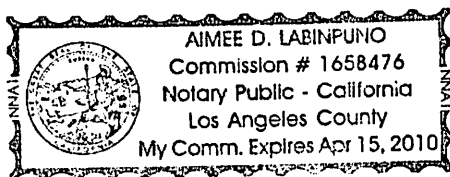
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 12/3/09 before me, AIMEE D. LABINPUNO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MOJITABA TABAZADEH  
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.

Place Notary Seal Above

Signature

*[Signature]*  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Bond No.: 12063931

Premium: \$6,000.00

Premium is for contract term and is subject to  
Adjustment based on final contract price

**DOCUMENT 00605  
FAITHFUL PERFORMANCE BOND**

**WHEREAS, LOS ANGELES UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION,**

**Hereinafter called OWNER, and BEST CONTRACTING SERVICES INC**

**hereinafter called CONTRACTOR, have entered into a Contract, which is incorporated by reference herein in its entirety,**

**denominated as number 1030026,**

**described as ROOFING CONTRACTING SERVICES (PSA) at JOB ORDER CONTRACT NO. 154 (23.08298)**

**and is in the Contract Amount of TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000)**

**NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby deemed acknowledged, CONTRACTOR, as Principal, and The Guarantee Company of North America USA, 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 TWENTY FIVE THOUSAND TO ONE MILLION AND NO/100 DOLLARS (\$25,000 - \$1,000,000), as may be adjusted under paragraph numbered 7 below ("Penal Sum"), for the full and faithful performance of the Contract, subject, however, to the following:**

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

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

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

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

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

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

(i) subject to a full reservation of all rights of OWNER, CONTRACTOR and SURETY, deny liability in whole or in part and notify OWNER in writing of the reasons and bases therefore; or

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

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

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

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

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

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

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

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

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

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

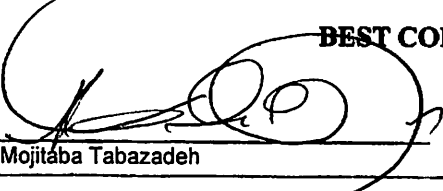
shall be awarded to the prevailing party, only the amount thereof being within the Court's or arbitrator's discretion.

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


Signed and sealed this 24th day of November 20 09

CONTRACTOR/PRINCIPAL

**BEST CONTRACTING SERVICES INC**

By  Title President  
Mojtaba Tabazadeh

Surety Name The Guarantee Company of North America USA  
Address of Surety 1800 Sutter St., Ste 880, Concord, CA 94520  
Telephone Number (925)566-6040  
Bond Number 12063931

By  Attorney-in-Fact: William Syrkin  
Address 1800 Sutter St., Ste 880, Concord, CA 94520  
Telephone Number (925)566-6040

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

#1030026/vo

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

ROOFING CONTRACTING SERVICES  
JOB ORDER CONTRACT NO. 154 (23.08298)

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



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

**KNOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

***William Syrkin, Matthew C. Welty, Sergio Bechara***  
***Millennium Corporate Solutions, Inc.***

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 22<sup>nd</sup> day of July, 2009.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**



**STATE OF MICHIGAN**  
**County of Oakland**

  
**Stephen Dullard, Vice President**


  
**Randall Musselman, Secretary**

On this 22<sup>nd</sup> day of July, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



**Cynthia A. Takai**  
**Notary Public, State of Michigan**  
**County of Oakland**  
**My Commission Expires February 27, 2012**  
**Acting in Oakland County**

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24th day of November 2009



  
**Randall Musselman, Secretary**



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/24/2009

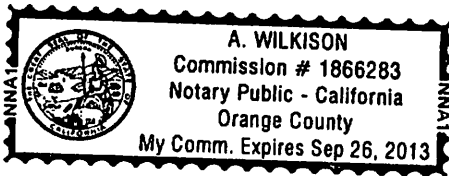
Date

before me, A. Wilkison, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

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.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Performance Bond #12063931

Document Date: 11/24/2009

Number of Pages: Three (3)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

The Guarantee Company of North America USA

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

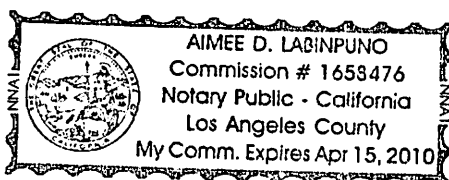
State of California

County of LOS ANGELES

On 12/3/09 before me, AIMEE D. LABINPUNO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared MOJITABA TABAZADEH

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.

Place Notary Seal Above

Signature

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



# CERTIFICATE OF LIABILITY INSURANCE

12/1/2010

DATE (MM/DD/YYYY)

11/24/2009

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Arch Insurance Company	11150
	INSURER B:	
	INSURER C:	
<b>INSURED</b> 1026961 Best Contracting Services, Inc. 19027 S. Hamilton Ave. Gardena CA 90248	INSURER D:	
	INSURER E:	

COVERAGES BESR001 N3

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b>	71PKG2272201	12/1/2009	12/1/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> XCU Coverage				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> Contractual Liab.				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b>	71PKG2272201	12/1/2009	12/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input checked="" type="checkbox"/> Comp Ded. \$1,000						
<input checked="" type="checkbox"/> Coll Ded. \$1,000						
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
						AUTO ONLY: AGG \$ XXXXXXXX
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b>	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		RETENTION \$				\$ XXXXXXXX
						\$ XXXXXXXX
A	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	71WCI2272101	12/1/2009	12/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
RE: Contract #1030026 JOC Contract #154 (23.08298).

**CERTIFICATE HOLDER**

10731550

Los Angeles Unified School District  
c/o AON Risk Services  
1000 North Milwaukee Ave  
Glenview IL 60025

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD

For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "BESR001".

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*Aon Risk Services  
Construction Services Group*

December 4, 2009

Ms Deborah Brown  
Best Contracting Services, Inc  
19027 S. Hamilton Ave.  
Gardena, CA 94544

Fax  
Fax #: (310) 328-9176

**RE: LAUSD OCIP II  
Owner Controlled Insurance Program (OCIP)  
Enrollment - Notification for Contract Number: 1030026  
WC Policy Number: WC7-C61-065821-379**

Dear Ms Brown:

Welcome, you have been enrolled into the LAUSD OCIP II's OCIP for Work performed under contract number 1030026. Enclosed is a Certificate of Insurance evidencing your coverage for Worker's Compensation, General Liability, Excess & Umbrella. This coverage is only in effect while working at the LAUSD OCIP II project site. Your individual Workers Compensation policy will be sent to you as soon as it is received from the insurance carrier.

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

Some items you should be aware of include:

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

Enrollment – Notification for Contract Number: 1030026

Page 2 of 10

December 4, 2009

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

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

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

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

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

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

Sincerely,

Mr. Fred Mesa  
Senior Production Specialist

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

Cc:



## LETTER OF ASSENT

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

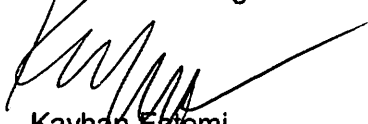
Attention: Jessica Jones [Jessica.Jones@parsons.com](mailto:Jessica.Jones@parsons.com) or Faxed to 626-440-2516)

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

This is to confirm that Best Contracting Services, Inc. agrees to be part of 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 of the Project pursuant to **LAUSD Contract Number 1030026 JOC Order Number 154 (23.08298)** and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of this Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work

Sincerely,

Best Contracting Services, Inc.



Kayhan Fatemi  
Executive Vice President

### ***BEST CONTRACTING SERVICES, INC.***

**SOUTHERN CALIFORNIA**  
19027 S. Hamilton Avenue  
Gardena, CA 90258  
Tel: 310-328-6969  
Fax: 310-212-0693

License Number: 456263  
E-mail: [info@bestcontractingservices.com](mailto:info@bestcontractingservices.com)  
Website: [www.bestroofing.com](http://www.bestroofing.com)

**NORTHERN CALIFORNIA**  
29300 Pacific Street  
Hayward, CA 94544  
Tel: 510-886-7240  
Fax: 510-886-7322



## LETTER OF ASSENT

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

Attention: Jessica Jones [Jessica.Jones@parsons.com](mailto:Jessica.Jones@parsons.com) or Faxed to 626-440-2516)

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

This is to confirm that Best Contracting Services, Inc. agrees to be part of 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 of the Project pursuant to **LAUSD Contract Number 1030026 JOC Order Number 154 (23.08298)** and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of this Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work

Sincerely,

Best Contracting Services, Inc.

Kayhan Fatemi  
Executive Vice President

### ***BEST CONTRACTING SERVICES, INC.***

**SOUTHERN CALIFORNIA**  
19027 S. Hamilton Avenue  
Gardena, CA 90258  
Tel: 310-328-6969  
Fax: 310-212-0693

License Number: 456263  
E-mail: [info@bestcontractingservices.com](mailto:info@bestcontractingservices.com)  
Website: [www.bestroofing.com](http://www.bestroofing.com)

**NORTHERN CALIFORNIA**  
29300 Pacific Street  
Hayward, CA 94544  
Tel: 510-886-7240  
Fax: 510-886-7322

# ***Los Angeles Unified School District***

## **Facilities Services Division**

**Ramon C. Cortines**  
*Superintendent of Schools*

**James Sohn**  
*Interim Chief Facilities Executive*

**Gregory A. Garcia**  
*Director, Facilities Contracts  
Facilities Services Division*

**Tybouy Tang-Wong**  
*Labor Compliance Manager*

December 2, 2009

Lisa Holguin  
World Wide Construction  
1606 West 23<sup>rd</sup> Street  
San Pedro, CA 90732-4310

**Via Fax Only:** (310) 832-2793

**RE: School: Various Schools**  
**Contract No: 1030002 – Master Contract (JOC)**  
**Description: General Contracting Services**  
**Project(s): 23.07795**

Dear Ms. Holguin:

Per our telephone conversation today, you were informed that the Los Angeles Unified School District's Labor Compliance Department (LCD) received the Job Order Contract of the above-referenced contract and your company is listed as the lowest bidder therein. In that conversation, you were apprised that this project, being a Public Work, is subject to all the Labor Compliance Program requirements. The following items were thoroughly discussed, namely:

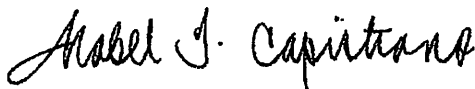
1. Payment of prevailing wage and payment of shift differential if applicable.
2. Weekly online submission of certified payroll records.
3. Close monitoring of the project and subcontractors by your company and the LCD to ensure compliance with all prevailing wage requirements, and statutory and contractual requirements.
4. Correct classification of workers.
5. All apprentices working on this project must be registered with the state of California.
6. Class C-10 electrical contractors must strictly adhere to the guidelines of the Electrician Certification Program.

We are glad to learn from you that you and your company are completely aware of the above requirements and are intent to fully comply therewith.

Please be reminded that your ability to maintain your status as a responsible contractor with the Los Angeles Unified School District depends upon your compliance with all the statutory and contractual requirements with the District.

If you have questions regarding LCD issues, please do not hesitate to call me at (213) 241-4271.

Sincerely,



**Mabel Capistrano**  
Assistant Administrative Analyst

**cc: Tybouy Tang-Wong, Labor Compliance Manager**  
**Beverly White, Contract Administration Analyst**