

**ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT
WITH BEST CONTRACTING SERVICES, INC. FOR
ON-CALL ROOFING SERVICES**

THIS ON-CALL MAINTENANCE/REPAIR SERVICES AGREEMENT (“Agreement”) is made and entered into as of this 22nd day of October, 2024 (“Effective Date”), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city (“City”), and BEST CONTRACTING SERVICES, INC., a California corporation (“Contractor”), whose address is 19027 South Hamilton Avenue, Gardena, CA 90248, and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform on-call roofing maintenance and/or repair services for City (“Project”).
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance and/or repair services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on October 21, 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall perform the on-call services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (“Services” or “Work”). Upon written request from the Project Administrator as defined herein, Contractor shall provide a letter proposal for Services requested by the City (hereinafter referred to as the “Letter Proposal”). The Letter Proposal shall include the following:

- 2.1.1 A detailed description of the Services to be provided;

2.1.2 The position of each person to be assigned to perform the Services, and the name of the individuals to be assigned, if available;

2.1.3 The estimated number of hours and cost to complete the Services;
and

2.1.4 The time needed to finish the specific project.

2.2 No Services shall be provided until the Project Administrator has provided written acceptance of the Letter Proposal. Once authorized to proceed, Contractor shall diligently perform the duties in the approved Letter Proposal.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A and the Letter Proposal. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A and the Letter Proposal, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Letter Proposal and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)**, without prior written amendment to the Agreement.

4.2 Upon the first anniversary of the Effective Date and upon each anniversary of the Effective Date thereafter, the billing rates set forth in Exhibit B ("Billing Rates") shall be adjusted in proportion to changes in the Consumer Price Index, subject to the maximum adjustment set forth below. Such adjustment shall be made by multiplying the Billing Rates in Exhibit B by a fraction, the numerator of which is the value of the Consumer Price Index for the calendar month three (3) months preceding the calendar month for which such adjustment is to be made, and the denominator of which is the value of the Consumer Price Index for the same calendar month immediately prior to Effective Date. The Consumer Price Index to be used in such calculation is the "Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)", for the Los Angeles-Riverside-Orange County Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index. In no event, however, shall the amount payable under this Agreement be reduced below the Billing Rates in effect immediately preceding such adjustment. The maximum adjustment increase to the Billing Rates, for any year where an adjustment is made pursuant to this Section, shall not exceed the Consumer Price Index or 2.0% of the Billing Rates in effect immediately preceding such adjustment, whichever is less.

4.3 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.4 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement and the Letter Proposal, or specifically approved in writing in advance by City.

4.5 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B and the Letter Proposal.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Sean Tabazadeh to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any

personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Public Works. City's Director of Public Works or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws and legally recognized professional standards.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes,

lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance

of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. BONDING

15.1 For any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement: (1) a Labor and Materials Payment Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit D which is incorporated herein by this reference; and (2) a Faithful Performance Bond in the amount of one hundred percent (100%) of the total amount to be paid Contractor as set forth in any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), and in the form attached hereto as Exhibit E which is incorporated herein by this reference.

15.2 The Labor and Materials Payment Bond and Faithful Performance Bond shall be issued by an insurance organization or surety (1) currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, (2) listed as an acceptable surety in the latest revision of the Federal Register Circular 570, and (3) assigned a Policyholders' Rating A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide: Property-Casualty.

15.3 Contractor shall deliver, concurrently with City's approval of any Letter Proposal over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), the Labor and Materials Payment Bond and Faithful Performance Bond, a certified copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California.

16. PREVAILING WAGES

16.1 Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 et seq.), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any

subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

16.2 Unless otherwise exempt by law, Contractor warrants that no contractor or subcontractor was listed on the bid proposal for the Services that it is not currently registered and qualified to perform public work. Contractor further warrants that it is currently registered and qualified to perform "public work" pursuant to California Labor Code section 1725.5 or any successor statute thereto and that no contractor or subcontractor will engage in the performance of the Services unless currently registered and qualified to perform public work.

17. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

18. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A and the Letter Proposal. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

19. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

20. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

21. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

22. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

23. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

24. CONFLICTS OF INTEREST

24.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq. which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

24.2 If subject to the Act and/or Government Code §§ 1090 et seq., Contractor shall conform to all requirements therein. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall

indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

25. NOTICES

25.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

25.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Director of Public Works
Public Works
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

25.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Sean Tabazadeh
Best Contracting Services, Inc.
19027 S. Hamilton Ave.
Gardena, CA 90248

26. CLAIMS

26.1 Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26.2 To the extent that Contractor's claim is a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, the Parties agree to follow the dispute resolution process set forth therein. Any part of such "Claim" remaining in dispute after completion of the dispute resolution process provided for in Public Contract Code section 9204 or any successor statute thereto shall be subject to the Government Claims Act requirements requiring Contractor/Consultant to file a claim in strict conformance with the Government Claims Act. To the extent that Contractor's claim is

not a "Claim" as defined in Public Contract Code section 9204 or any successor statute thereto, Contractor shall be required to file such claim with the City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

27. TERMINATION

27.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

27.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

28. LABOR

28.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

28.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

28.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

28.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

29. STANDARD PROVISIONS

29.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

29.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin,

ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

29.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.


29.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 10/09/24

By: 
Aaron C. Harp
City Attorney

ms
10/9/24

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Will O'Neill
Mayor

ATTEST:

Date: _____

By: _____
Leilani I. Brown
City Clerk

**CONTRACTOR: BEST CONTRACTING
SERVICES, INC.,** a California
corporation

Date: _____

By: _____
Sean Tabazadeh
Chief Executive Officer, Secretary,
Chief Financial Officer

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Services
 Exhibit B – Schedule of Billing Rates
 Exhibit C – Insurance Requirements
 Exhibit D – Labor and Materials Payment Bond
 Exhibit E – Faithful Performance Bond

EXHIBIT A

SCOPE OF SERVICES

Services to be Provided**1. Removal and Replacement:**

- Remove and replace damaged roofs, awnings, and appurtenances.
- Replacement of aging or damaged roofing systems with new materials that meet requirements.
- Removal and disposal of old roofing materials in compliance with local environmental regulations and recycling guidelines.
- Upgrading roofing systems to meet current building code standards.
- Replacement of deteriorated or ineffective roof insulation to improve thermal performance and comply with CBC requirements.

2. Repairs:

- Repair minor leaks on any type of roofing system.
- Patching or sealing of leaks and damaged areas using approved materials and techniques.
- Replacement or repair of damaged or missing shingles, tiles, or other roofing materials to maintain weather resistance and structural integrity.

3. Structural Repairs:

- Address issues with sagging or uneven roof surfaces through reinforcement or structural repairs as necessary.
- Repair any structure or support system related to the roofing system.

4. Gutter System Maintenance:

- Repair and replacement of roof gutter systems.
- Cleaning of gutters, downspouts, and roof surfaces to remove debris and prevent water backup.

5. Cleaning and Inspection:

- Clean and inspect roofs, roof drains, and rain gutters, including recovery and disposal of all debris and/or water from City facilities.
- Application of roof coatings, sealants, or treatments to enhance water resistance and protect against UV damage.
- Inspection and maintenance of roof-mounted equipment, vents and skylights to ensure proper function and prevent leaks.
- Routine roofing inspections to ensure compliance with safety code and regulations.
- Evaluation of roof materials, flashing, drainage systems, and structural components to identify signs of damage, deterioration, or leaks.
- Assessment of attic ventilation and insulation to ensure proper airflow and energy efficiency in accordance with CBC standards.

6. Installations:

- Installation of new roofing systems in compliance with CBC specifications, including proper underlayment, flashing, and fastening methods.
- Roofing materials selection and installation based on climate considerations, local building codes, and manufacturer guidelines.
- Integration of roof drainage systems, gutters, and downspouts to ensure proper water management and compliance.

Service Requirements

Service calls will be initiated by City staff, with no guarantee or implication of any specific quantity of service call work during the contract term. When the need for service arises, the Contractor shall provide a written proposal, including:

- A detailed description of the services to be provided.
- The position of each person assigned to perform the services.
- The estimated number of hours and cost (including parts and material) to complete the services.
- The time needed to complete the specific project.

No services shall commence until the project manager has provided written acceptance of the proposal. Once authorized, the Contractor shall diligently perform the repair services in compliance with the contract terms. Should the proposal terms vary, the agreement terms will supersede.

Facilities Covered

City-owned buildings and properties.

Contractor Supplied Equipment

The Contractor shall supply all transportation, tools and equipment necessary for completing all work related to roofing services, covered within the hourly labor cost (e.g., vehicles, fuel surcharge, delivery, compressors, asphalt kettles, propane torches, tools of the trade, etc.). Rental equipment needed for on-call repairs must be approved prior to use and substantiated with rental receipts for invoicing (e.g., scissor lifts, boom lifts, cranes, etc).

Replacement Equipment, Parts, Materials, and Equipment Rentals

All replacement equipment, parts, materials, and equipment rentals will be supplied by the Contractor at a contracted markup as shown in the Cost File. Receipts will be required at the time of invoicing to substantiate the percentage markup, with all charges at cost plus no more than a 15% markup. Labor rates for installation shall be charged at the standard labor rate specified in the Cost File.

Invoicing

All invoices for on-call services must include:

- Brief description of the work performed
- Date the services were performed
- Number of hours spent on all work billed on an hourly basis
- Description of any reimbursable expenditures (materials, rental equipment, etc.)
- Contracted labor rate
- Shall include the name and the classification of the employee who performed the work
- Material percentage markup

Invoices shall be submitted monthly. Receipts will be required at the time of invoicing to substantiate percentage markup. All shall be charged at cost plus no more than a 15% markup. Labor rates shall include supplies (e.g. nails, tar, caulking, roofing cement, personal protective equipment, and sundries). Labor rates shall be charged at the standard labor rate specified in the Cost File.

Response Requirements

- Call back within ninety (90) minutes after the initial request from the City for on-call services.
- Availability for same-day response, including after hours, weekends, and holidays.
- 24/7 availability.
- Arrival within four (4) hours after initial call back.

Warranty

The Contractor's work shall carry a one (1) year workmanship warranty.

Workmanship & Materials

- The Contractor shall provide all labor and materials required for the successful completion of a project or work.
- Labor rates shall include supplies (e.g. nails, tar, caulking, roofing cement, personal protective equipment, and sundries).
- The City may reimburse the Contractor for materials procured, analyzed case-by-case, and agreed upon in the Contractor's proposal before work commences. Markup for materials is limited to cost plus a maximum of 15%.
- Receipts are required for reimbursement for materials purchased for projects.
- The City reserves the right to specify the type of material and/or equipment purchased per project. All equipment and material purchases must be preapproved by the Facilities Maintenance Supervisor or designee.

- The City reserves the right to purchase materials directly and provide them to the Contractor. In such cases, the following conditions apply:
 - The Contractor shall conform to all City practices and procedures.
 - All City purchases are for the sole expressed use of and for the City.
 - The Contractor shall secure, store, inventory, distribute, and control all materials entrusted to the Contractor's representatives.
 - All materials and inventories shall be made available to the City upon request. The Contractor will reduce the unit cost for each maintenance task by the City's actual cost for the materials provided and used.

QUALIFICATIONS AND EXPERIENCE OF THE FIRM



Company Background

OUR MISSION

Most companies have a formal mission statement and so do we. However, in practical terms, our mission is to see your problems through your eyes and provide sound economical solutions with your best interests in mind which not only solve the problem but make you feel good about the result. Our approach is based on life-cycle analysis rather than a quick, thoughtless low estimate simply to acquire business. We will listen to your problem and arrange to send the most appropriate staff member to meet with you.

HISTORY

BEST was incorporated in California September 17, 1982 and provides specialty construction services to the commercial/industrial/institutional property market for both new construction and existing structures. Headquartered in Gardena, in Los Angeles County, with other facilities in the San Francisco Bay Area and Sacramento, BEST Contracting Services, Inc. is an individual private corporation licensed to provide construction services throughout California, Nevada, Arizona and Washington. We have been in business for 41 Years and under our present name for 16 years. Name changed from "Best Roofing & Waterproofing, Inc." 3/23/2007 to better reflect scope of work. License # has remained the same.

ABOUT BEST

Since our inception in 1982, the scope of our services has steadily increased and diversified to encompass systems installations for the entire *Building Envelope*. Our size allows us to offer our clients significant insurance and bonding capacities. Our safety record remains impressive with an industry low EMR in, what is a dangerous occupational environment. Companywide, BEST has approximately 450 employees in both field and office positions.

LICENSES

BEST holds California Contractor License number 456263 in categories A (Engineering), B (General Contracting), C-17 (Glazing), C-39 (Roofing/Waterproofing) and C-43 (Sheet Metal). In Nevada, our license numbers are 71894 (General Contracting); 71985 (General Sheet Metal and Metal Wall Panels); 71986 (Roofing and Siding); 71987 (Glass and Glazing). BEST also maintains licenses in Arizona and Washington.

BEST CONTRACTING SERVICES, INC. (CLSB#456263)
19027 S Hamilton Ave Gardena, CA 90248 Tel: (310) 328-6969 Fax: (310) 328-9176
E-Mail: info@bestcontracting.com Website: www.bestcontracting.com An Equal Opportunity Employer



SERVICES

BEST provides Building Envelope Services to its clientele in the commercial, industrial, institutional and local, State, and Federal public works sectors with factory trained Union craftsmen and women using the highest quality materials and products.

ROOFING - BEST can repair, maintain and install every type of roof system including built-up, single ply, modified bitumen, polyurethane foam, metal and coating systems. We also install green (vegetated) roofs and roof-mounted solar power systems.

WATERPROOFING - We apply and install waterproofing below grade, between slab, on walls, decks, caulk windows and cold joints. We waterproof parking structures, parking and plaza decks, and subterranean garages. The installation of expansion joints of all types falls under our waterproofing division.

WALL PANELS - Systems installed include composite, insulated, standing seam and corrugated panels in several choices of metals and finishes such as aluminum and zinc.

GLAZING - Systems installed include commercial operable and fixed windows, storefronts, spider systems, ribbon walls, curtain walls, atriums and skylights.

SHEET METAL - General, roof related and architectural sheet metal items and detail components for various metal systems are fabricated in our sheet metal shop.

DAYLIGHTING - BEST provides and installs various roof-mounted daylighting systems.

SUSTAINABLE/ENERGY SAVING SYSTEMS - This group of services includes cool roofs, green (vegetated) roof systems, daylighting and solar power generating installations.

Dedicated Roof Service and Maintenance Department

BEST is unique in that we maintain a dedicated Roof Service Department. This group of versatile technician's service emergency leak calls, perform roof repairs and small roofing projects. They also execute the work required for clients who are members of our comprehensive roof asset management program.

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SPECIALIZED EQUIPMENT

In addition to regular equipment necessary for any construction business, BEST owns many pieces of specialized equipment. Included in this list are double jacketed kettles for hot rubber, special pumps for liquid applied waterproofing, pumps to spray low-rise foam, CNC Router, large sheet metal shears which can cut up to 5/16" metal, a 175 ton break press, welders, etc. Our fleet of specialized vehicles includes crane trucks, hot and cold asphalt and gravel tankers. Owning this equipment gives us control and enables us to more easily meet project deadlines.

WARRANTIES

Every new installation project is warranted by BEST for a minimum of one year. In partnership with the material suppliers, extended warranties can be offered for multiple years. The length of the warranty depends upon the specification for the installed system and requires application by BEST.

ADDED VALUE

BEST brings added value to every project. We are approved by material manufactures to install their products and our crews are specialists in that particular product. In construction, size does matter and we are able to perform many large projects simultaneously. Our financial stability provides purchasing power, insurance and bonding capacities well above industry norms. These and other factors combine to offer you a high degree of comfort that your selection of BEST Contracting Services as your contractor is a sound decision.

FINANCIAL CONDITION

BEST is considered a "best in class" contractor and can consider single jobs in excess of \$50,000,000 with a total aggregate capacity in excess of \$200,000,000. This is not an indication of our maximum support. Should Best Contracting Services, Inc. require higher capacity, we can.

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BEST CONTRACTING SERVICES, INC. Proposed Project Team

- 1) Project Team
 - Alona Bowman – Project Executive
 - Project Manager: Randy Ayala
 - Superintendent: Shiloh Davies
 - Safety Director: Mac Afras
 -
- 2) Preconstruction:
 - The preconstruction and Phase 1 (pre-construction & design) and Phase 2 (construction) will be lead primarily by the Project Executive (Alona Bowman), the Project Manager (Randy Ayala) with support from the Assistant PM and project Engineers. This team will attend all preconstruction design meetings and collaborate directly with Clark and the AOR to work through all the constructability and design challenges.

Execution (WIP)

 - Once the project transitions out of the preconstruction phase and ready to be executed in the field, the Project Manager (Randy Ayala) will assume the day-to-day operational role to coordinate with the BEST and Clark field teams as it relates to construction schedule. The Preconstruction team will continue to remain engaged on the project and support Charlie and the field team

Closeouts

 - Once the project is complete, the project engineers will work to ensure all closeout documents and applicable warranties are submitted.
- 3) To ensure that communication will be maintained between the preconstruction and execution phases, the Project Manager will remain fully engaged throughout all phases of construction and work directly with the Project Manager (Randy Ayala), field teams and project engineers.

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ALONA BOWMAN

CONTACT

 Gardena, CA 90248

 310.345.1137

 abowman@bestcontracting.com

SKILLS

Team Building and Motivation

Operations Management

Organizational Development

Production Scheduling

Workforce Planning

Business process reengineering

Operations Oversight

Business Development

Staff Management

P&L Administration

REFERENCES

- Andrew Gonzales, Engineer IV for Rosendin, 510.250.6663, abgonzales@rosendin.com
- So-Ann Santos, Senior Project Manager, Disney CEA Pixelogic Media, 818.395.9118
- Marianne Caparas, Sr. Developer, 425.505.8116, mcaparas@microsoft.com

To be an integral component of a progressive company and increase company's productivity by effectively contributing my knowledge, training and experience.

WORK HISTORY

January 2024 - Current

VP of Operations *Best Contracting Services*, Gardena

- Managed large-scale projects, ensuring timely completion within budget constraints.
- Evaluated existing workflows to identify inefficiencies and propose innovative solutions that enhance productivity across the organization.
- Delivered exceptional results in market expansion efforts by identifying new territories, analyzing potential opportunities, and establishing a strong local presence.
- Led organizational restructuring initiatives to improve overall efficiency, streamline reporting lines, and eliminate redundancies while maintaining high employee morale and engagement levels.
- Fostered a culture of continuous improvement within the organization by implementing best practices in operations management and providing ongoing training for staff members.
- Instituted risk management protocols to proactively address potential issues before they escalated into major problems affecting business operations or customer satisfaction levels.
- Cultivated strong vendor relationships, enabling effective negotiation on pricing and terms for better cost control.
- Oversaw inventory management, optimizing stock levels for maximum turnover without compromising availability or customer satisfaction.
- Identified opportunities for automation, leading to a significant reduction in manual labor costs and increased efficiency.
- Developed cross-functional teams to foster collaboration, resulting in increased productivity and performance.
- Implemented data-driven strategies to identify areas of improvement and drive continuous process optimization.
- Mentored team members on best practices in operations management, fostering a culture of continuous learning and growth within the organization.

- Collaborated with sales and marketing teams to develop strategic plans that align with company objectives, driving revenue growth while minimizing operational complexities.
- Drove supplier performance improvements through regular evaluations, feedback sessions, and the establishment of mutually beneficial partnerships.
- Optimized supply chain management for improved product availability and reduced lead times.
- Championed lean manufacturing principles, reducing waste and increasing overall output.
- Spearheaded quality assurance initiatives to ensure consistent delivery of high-quality products while minimizing production defects.
- Implemented an effective workforce planning strategy, balancing staffing needs with budgetary constraints while maintaining optimal employee engagement levels.
- Enhanced operational efficiency by streamlining processes and implementing cost-saving measures.
- Fostered new business through participation in trade shows and initiating communications with prospective clients via phone and email.
- Streamlined operations to maximize business efficiency and profits.
- Aligned organizational objectives with company mission to increase business growth and integrate work strategies.
- Developed program to promote new managers from within, building and maintaining cohesive leadership structure.
- Directed market expansions to propel business forward, meet changing customer needs.
- Developed and implemented new strategies and policies in collaboration with executive partners to establish and achieve long-term business objectives, providing company with strong and sustainable organizational leadership.
- Shaped solutions and approaches by leveraging trends in customer marketplaces and industries.

October 2021 - January 2024

Project Executive *Best Contracting Services*, Gardena, CA

- Facilitated communication between departments and project stakeholders.
- Coordinated meetings with clients, vendors, and internal teams to facilitate smooth project progressions.

- Maintained a strong focus on quality assurance through regular monitoring of deliverables against established benchmarks.
- Delivered projects on time and within budget by effectively managing timelines and resources.
- Spearheaded process improvements that led to increased productivity and reduced costs across multiple projects.

January 2015 - October 2021

Project Manager *Best Contracting Services*, Gardena, CA

- Responsible for Project Coordination and scheduling
- Developed project objectives by reviewing project proposals and plans
- Determined responsibilities by identifying project phases and elements
- Determined project specifications by studying product design, customer requirements and performance standards, completing technical studies, preparing cost estimates
- Determined project schedule by studying project plan and specifications
- Responsible for project schedule by monitoring day to day work and project progress, coordinating activities and resolving problems.
- Successfully managed multiple projects simultaneously by prioritizing tasks according to urgency, resource availability, and alignment with organizational goals.
- Planned, designed, and scheduled phases for large projects.

January 2010 - December 2014

Project Engineer Best Contracting Services, Gardena, CA

- Provided technical expertise throughout all phases of the project, ensuring accurate execution of designs and specifications.
- Maintained records for each project and engineering discipline.
- Monitored installation of materials and equipment for compliance with drawings and specifications.
- Developed detailed project plans to ensure timely completion and deliverables were met.
- Identified technical risks within managed projects.
- Recommended improvements for design, construction means and materials based on field or changing conditions.
- Reviewed progress controls for project quality assurance.

January 2007 - December 2009

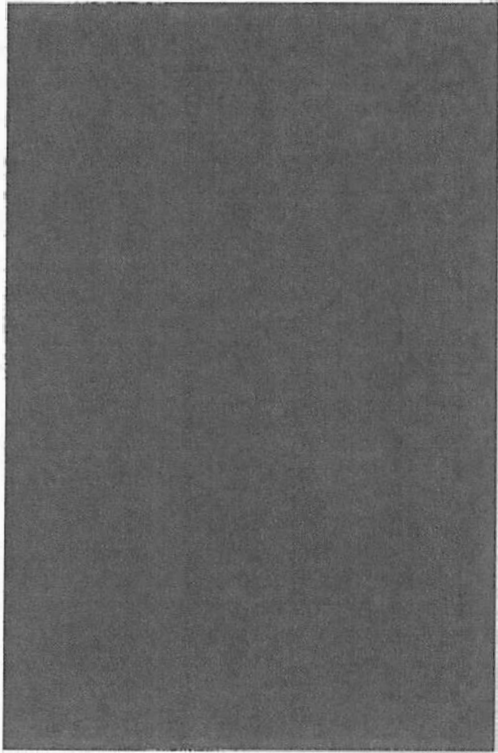
Assistant Superintendent Best Contracting Services, Gardena, CA

- Developed strong relationships with subcontractors, fostering collaboration and smooth coordination of work efforts.
- Reviewed plans and inspected ongoing construction to keep work in line with project goals.
- Improved project efficiency by streamlining processes and effectively delegating tasks to team members.
- Assisted in scheduling inspections for job sites and projects.
- Facilitated conflict resolution between team members by mediating disputes and fostering open communication channels among the workforce.
- Communicated and documented expectations to subcontractors during weekly meetings.
- Reduced project delays by proactively identifying potential issues and devising effective solutions in a timely manner.
- Managed budgets, schedules, and resources for multiple construction projects simultaneously, ensuring timely completion within budget constraints.

January 2003 - January 2006

Design Project Coordinator HSG & Partners And City Neon Philippines

- Co-Leads in designing marketable Retail and Commercial spaces from drawing the ideas to creating visual presentations through the use various computer software
- Heading the Master planning of Anchor and Retail stores for presentation and approval of the Brand Owners
- Project Coordination
- Performs few site visits and coordination during the whole project implementation process
- Coordinates the design with the Client and the contractor to make sure that the construction will not deviate, or at least would have the least discrepancy from the approved design
- Design Detailing
- Supervises the Detailing Design team to ensure the delivery of comprehensive Detailed Design drawing
- Supervised Set-up and Dismantling of Exhibition Stands for events in Exhibition Centers
- Responsibilities also include Project Coordination with Project Supervisors, Contractors, Sub-contractors, Clients as well as Event Organizers
- Interior Designer and Exhibition Stand Designer package to be submitted to the Clients



- Responsible for all kinds of exhibit designs, presented proposals to clients, who are interested in advertising their company through the use of interior and exterior design
- Setting up booths for permanent display Responsible for preparing architectural drawings. In charge of ocular inspection & canvassing of materials
- Monitors and supervises on-going projects
- Prepares technical drawings and specifications for submittals.
- Identified opportunities for continuous improvement in the design process, incorporating best practices to optimize results.
- Facilitated open lines of communication between all parties involved in a project, promoting a collaborative working environment conducive to creativity and innovation.

EDUCATION

January 2003

Bachelor of Science in Architecture

University of Santo Tomas, Philippines

- 18 Years of experience in Commercial and Private Projects.
- Bachelor's Degree in Architecture
- 15 Years of experience in Planning, Conceptualizing and Detailing.
- 15 Years of experience in Project Management and Administration

RANDY AYALA

Operations Manager



Education

High School

College

Licenses & Certifications

Journeyman Roofer Level – Local 36 Roofers Union

Certification: NAVFAC Quality Control Management, 10 Hour/30 Hour OSHA Occupational Safety & Health Administration, Forklift, CPR/First Aid, Competent Person Fall Protection, Competent Person Scaffold, and Aerial Work Platform

Professional Experience

BEST Contracting, Inc. 1997-present
Project Manager, Foreman, Superintendent

Randy began his career in construction more than 35 years ago in a family-run roofing business and has since accumulated significant knowledge in estimating and project management. Randy joined BEST in 1997 as a foreman/superintendent in the Single-Ply Division later becoming Project Manager. His skill in simultaneously managing multiple crews installing various types of single ply systems (PVC, TPO, EPDM) for federal, public and private sectors has been key in the successful completion of many projects he has overseen for BEST.

Core Strengths

Team management	Independent
Problem Solving	Equipment and supply procurement
Design inception	Consulting architects
Blueprint analysis	Client relations
Anticipating problems	Site surveys

Project Experience

Corona Norco USD Various Sites, Corona Norco USD, Corona, CA

PM, Reroof located at 2065 Temescal Ave., Norco, CA 92860 & 300 Buena Vista Ave., Corona, CA 92882 Start date: 11/18/2019 End date: 6/1/2020
\$1,978,000.00

Chaffey Joint UHSD Districtwide, Chaffey Joint UHSD, Ontario, CA

PM, Reroof Chaffey HS - 1245 N Euclid Ave, Ontario, CA 91762 Alta Loma HS - 8880 Baseline Rd, Alta Loma, CA 91701 Etiwanda HS - 13500 Victoria St, Etiwanda, CA 91739 Los Osos HS - 6001 Milliken

Ave, Rancho Cucamonga, CA 91737 Montclair HS -
4725 Benito St, Montclair, CA 91763
Colony HS - 3850 E Riverside Dr, Ontario, CA 91761
Start date: 5/21/2019 End date: 10/15/2019
\$2,513,158.00

USPS Oakland P&DC, USPS, Oakland, CA

PM, Reroof located at 1675 7th St., Oakland, CA
94615 Start date: 7/1/2019 End date: 2/5/2020
\$1,370,000.00

**Inland Empire Headquarter Building, Inland Empire
Utilities Agency, Chino, CA**

PM, Reroof at Reroof with PVC Roofing at Inland
Empire Headquarter Building. Completed 2/06/2018
\$1,015,307.00

Nora Sterry ES, LAUSD, Los Angeles, CA

PM, Reroof at Reroof with Single Ply for Nora Sterry
ES for \$905,695.00 completed 10/8/2019



SHILOH DAVIES RESUME OF EXPERIENCE SUPERINTENDENT ROOFING DIVISION

Shiloh began his career in construction more than 20 years ago, gaining experience in the commercial, industrial and military/government sectors. Joining BEST in 2010, Shiloh is a team leader with hands-on expertise installing various roofing systems and is noted for his detail-oriented and advanced problem solving capabilities ensuring that each project is completed on time and on budget. Additionally, Shiloh has certifications in NAVFAC Quality Control Management, 10 Hour/30 Hour OSHA Occupations Safety & Health Administration.

Some of the projects Shiloh has worked on are:

Hearst San Simeon State Historic Monument
Casa Grande Roof Replacement
Client: California Dept. of Parks & Recreation
Project Value: \$2,027,904.00

North High School and South High School
Auditoriums – Roof Repairs, Maintenance
Client: Torrance Unified School District
Project Value: \$1,117,206.00

NAVFAC Southwest – Point Mugu
Various Roof Repairs
Client: NAVFAC Southwest
Project Value: \$1,890,070.00

Will Rogers Middle School
Measure L – Roofing Project
Client: Lawndale Elementary School Dist.
Project Value: \$1,437,000.00

Siamak (Mac) Afrasiabi
32 Cherokee St. Trabuco Canyon, Ca. 92679
(310) 415-3073
siamakafraziabi@msn.com

QUALIFICATIONS:

- ICC/UBC Certified Building Inspector
- CQC/ ARMY CORE OF ENGINEERS
- EM 385-1-1 Certificate CORPS 44
- EM 385-1-1 Certificate 30 HR
- OSHA 500 CERTIFICATE
- OSHA 510 CERTIFICATE
- CALOSHA INSTRUCTOR CERTIFICATE
- CA Licensed General Contractor
- OSHPOD experience
- OSHA 30 HR Certificate
- Confined Space –Competent Person Certificate
- First Aid/CPR certification
- Management of Safe Work Environment
- Documentation Control; Submittals, Contracts and Specifications

EDUCATION:

- **B.S. Civil Engineering:** Houston, Texas, 1985

NAVFAC STAR AWARD CAMP PENDLETON, CA (2014)

PROFESSIONAL EXPERIENCE:

May 2015- Present

BEST CONTRACTING INC., DIRECTOR OF SAFETY

SAFECON CONSULTING GROUP, San Diego, CA
SSHO/CQC

October, 2012 - May 2015

MIRAMAR AIR STATION, SAN DIEGO, CA
Replace Roof, BLDG # 8671
CQC (ALTERNATE)/SSHO

Dec, 2014 – Jan 2015

CAMP PENDLETON, CA EMCOR/MESA ENERGY SYSTEMS
SSHO

February, 2014 – December, 2014

Energy Investment Project. Area 23, Replace AC units and replace lighting with LED on six Hangars.

GRANITE/CALTRAIN, SAN FRANCISCO RAILROAD
EXPANSION PROJECT/SSHO

February, 2013 - December, 2014

HIGH SPEED RAIL EXPANSION, NEW TRAIN STATION and improvement of the surrounding streets and intersections.

AMEC/ VICTOR PHELAN SOLAR PROJECT

2013

SSHO
SOLAR FARM/VICTORVILLE, CA

PRATT AND WHITNEY ROCKET DYNE/ C.W. DRIVER 2013
CANOGA PARK, CA. SSHO
New multi structures construction and improvement to existing structures.

SAN DIEGO NAVAL BASE 2013
SSHO
New casting and inject concrete into the Quay Wall between piers 3&4 below water line.

SAN DIEGO NAVAL HOSPITAL 2013
SSHO
Building # 92: Renovation and Upgrade of electrical transformers.

BARSTOW NAVAL BASE: September -- November, 2012
SSHO
Remove and replace with new 12000Sqf slab around building 573.

NEI ENGINEERING AND CONSTRUCTION, San Diego, CA April, 2012 – September, 2012
PORT HUENEME NAVAL BASE: OXNARD, CA
SSHO

Upgrade the base power supply and distribution from 4000volts up to 15000 volts and replace wiring and cables of the base underground and over the ground transformers

OC SERVICE SYSTEMS, Newport Beach, Ca. November, 2009 -- March, 2012
SUPERINTENDENT/SSHO

- Managed construction of **FISKER** automotive research and development building and three-story parking structure, Anaheim hills, Ca. two months ahead of schedule
- Construction of two MRI suites, two control room/training rooms, conference room and changing rooms for TOSHIBA OF AMERICA in Irvine, Ca

RIOPELLE DEVELOPMENT CO., Oceanside, CA February, 2007 -- October, 2009
SUPERINTENDENT/SSHO

- Efficiently managed reconstruction of MRI suite from start to finish following OSHPOD regulations for TOSHIBA in Irvine, Ca.
- Constructed a new MRI suite for UCI MEDICAL CENTER Orange, Ca

K-1 CONSTRUCTION, Trabuco Canyon, CA September, 2000 – December, 2006
Project Manager

- Commercial, Industrial And Residential

LIST OF PROJECTS, K-1:

- Private practice medical building, OSHPOD standards in Newport Beach California.
- Internet service provider facility in Irvine, CA
- General contractor for Professional Community Management (PCM) in Orange County California, in charge of making necessary repairs (road resurfacing, drainage, gutters, roof repairs, periodic inspections of the A/C units, stair wells, entry doors and windows, separation walls, repair of interior and exterior of flood damaged units) in Mission Viejo, CA

- **General Contractor for Holiday inn hotel in San Clemente CA. performed renovations, repairs, and upgrades.**
- **Construction of residential elevator before the due date, within the estimated budget Laguna Niguel, CA**
- **Computer component manufacturing plant in Irvine, CA**



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **456263**

Entity **CORP**

Business Name **BEST CONTRACTING SERVICES
INC**

Classification **C39 B A C43 C17**

Expiration Date **05/31/2026**

www.cslb.ca.gov



STATE OF CALIFORNIA
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

BEST CONTRACTING SERVICES INC

License Number 456263

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C39 - ROOFING

B - GENERAL BUILDING CONTRACTOR

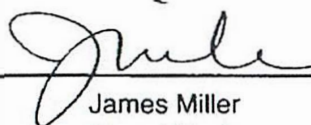
A - GENERAL ENGINEERING CONTRACTOR

C43 - SHEET METAL

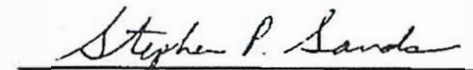
Witness my hand and seal this day,

August 20, 2010

Issued May 7, 1984



James Miller
Board Chair



Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



**BEST CONTRACTING SERVICES, INC.
METHOD OF APPROACH / PROJECT APPROACH**

PROJECT APPROACH:

We confirm that we can perform all services requested in the Scope of Services for RFP NO. 25-06. BEST's multidisciplinary approach to construction gives us expertise in a wide range of services and the ability to dovetail them together. Our expertise in both roofing and waterproofing installation enables us to deliver a superior product for a price that would be more competitive than completing the projects separately. The success of these projects boils down to a collective effort in order to define a scope of work which both fulfills the owners needs and satisfies all parties involved. (Management Team) An expeditious close out process is reliant on a successful and a professional system in place. The following would be an example of the team of professionals involved in the project execution/close-out process as needed:

1. Administrative Team

- Contract Administrator – processes contract, changes orders and RFIs
- Warranty Administrator – processes close-out documents
- Payroll/Labor Compliance – ensures labor compliance
- Purchasing – processes purchase orders and receivers
- Accounting – processes billings, receivables and payables

2. Project Management

- Senior Operations Executive – oversees overall project performance
- Project Manager – main point of contact for construction and coordination with other trades, procure materials, schedule manpower, materials and equipment, implements quality control on-site
- Assistant Project Manager – similar duties to Project Manager
- Project Engineer – coordinate submittals, RFIs and other correspondence. Main point of contact before construction.
- QC Manager – implements in-house Quality Control
- Safety Director – enforce company's IIPP and Code of Safe Practice

3. Preconstruction and Engineering Department

- Drafter – generates in-house shop drawings (as needed)
- Project Scheduler – generates project schedule
- Project Estimator – main point of contact until contract has been executed and transitioned over to Project Management Team but will continue to be of support in an as-needed basis throughout construction.

19027 S. Hamilton Ave., Gardena, CA 90248

Tel: (310) 328-6969 Fax: (310) 328-9176

www.bestcontracting.com info@bestcontracting.com

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GSA Approved Contractor



September, 9, 2024

City of Newport Beach
Public Works
100 Civic Center Drive
Newport Beach, CA 92660

Re: **METHOD APPROACH/ PROJECT APPROACH**

To Whom it May Concern,

Having carefully examined the bid instructions for City of Newport Beach On-Call Roofing Services 25-06, BEST Contracting Services confirms that we can perform all services requested in the Scope of Services.

We will not be utilizing any Contractor/Subcontracts on this contract.

We are familiar with the City of Newport Beach and have previously held the On-Call Roofing Contract successfully since 2018. We are confident we can meet and exceed all expectations of the City of Newport Beach over the next 5 years and beyond.

Thank you for this opportunity

Executed on September 9, 2024

BEST Contracting Services, Inc
Contractor Name


Micheal Jimenez Service Department Project Manager

BEST CONTRACTING SERVICES, INC.
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EXHIBIT B

SCHEDULE OF BILLING RATES

Rates are inclusive of all cost including, but not limited to labor, travel, supplies (e.g. nails, tar, caulking, roofing cement, personal protective equipment, and sundries), equipment, delivery and disposal in the performance of the prescribed tasks.

LABOR TYPE:	REGULAR HOURLY RATE	OVERTIME HOURLY RATE
Supervisor – Regular Rate	\$ 165.00 Per Hour	\$ 220.00 Per Hour
Journeyman – Regular Rate	\$ 150.00 Per Hour	\$ 205.00 Per Hour
Laborer – Regular Rate	\$ 140.00 Per Hour	\$ 195.00 Per Hour
Rofer – Regular Rate	\$ 150.00 Per Hour	\$ 205.00 Per Hour
Other Services:	Description	Rate
Roof Assessment Report	<i>Includes photos, current roof conditions and recommendations</i>	\$ 950.00 Per Report
Parts and Material Markup % (Maximum 15%)	<i>Receipts are required for reimbursement of materials purchased for projects</i>	Total % Markup: 15 %

- "Overtime Rate" means Monday - Friday 5:00 pm - 7:00 am, Weekends and Holidays.
- All rates subject to comply with Prevailing Wage requirements and subject to Department of Industrial Relations (DIR) certified payroll submission.
- Rates are inclusive of materials. Any reimbursements for unanticipated and pre-approved costs will require a receipt with a maximum 15% markup allowable. City shall not consider reimbursement for materials charged to City without otherwise providing proof of material cost.
- Contractor invoices for on-call services shall detail cost broken down by laborer hours and title, equipment hours, and material quantities. City shall reserve the right to validate quality, quantities, and effort of work performed prior to approval and payment of invoices.
- All unowned specialty tools and rental equipment needed for on-call repairs shall be approved prior to the work, substantiated with rental company receipts for invoicing (example: scissor lifts, boom lifts, cranes, etc.), and shall be charged at cost.

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers and employees.

 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor

arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Builder's Risk Insurance. Contractor shall maintain Builders Risk insurance or an installation floater as directed by City, covering damages to the Work for "all risk" or special causes of loss form with limits equal to 100% of the completed value of the Agreement, with coverage to continue until final acceptance of the Work by City. At the discretion of City, the requirement for such coverage may include additional protection for Earthquake and/or Flood. City shall be included as an insured on such policy, and Contractor shall provide City with a copy of the policy.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.
- B. Additional Insured Status. All liability policies including general liability, products and completed operations, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
- D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates

and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Contractor. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EXHIBIT D

**CITY OF NEWPORT BEACH
BOND NO. _____
LABOR AND MATERIALS PAYMENT BOND**

WHEREAS, the City of Newport Beach, State of California, has awarded to Best Contracting Services, Inc. hereinafter designated as the "Principal," an agreement for roofing maintenance and/or repair services, in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the Work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We the undersigned Principal, and, _____ duly authorized to transact business under the laws of the State of California, as Surety, (referred to herein as "Surety") are held and firmly bound unto the City of Newport Beach, in the sum of _____ Dollars (_____), lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), payable by the City of Newport Beach under the terms of the Agreement; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal or the Principal's subcontractors, fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the Work contracted to be done, or for any other 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 Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fee, to be fixed by the Court as required by the provisions of Section 9554 of the Civil Code of the State of California.

The Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this Bond, as required by and in accordance with the provisions of Sections 9500 *et seq.* of the Civil Code of the State of California.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Agreement or to the Work or to the specifications.

In the event that any principal above named executed this Bond as an individual, it is agreed that the death of any such principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the above named Principal and Surety, on the _____ day of _____, 20__.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**
Date:_____

By:_____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR AND SURETY MUST BE
ATTACHED**

ACKNOWLEDGMENT

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

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

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 signatures(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

(seal)

ACKNOWLEDGMENT

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

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

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 signatures(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

(seal)

EXHIBIT E

**CITY OF NEWPORT BEACH
BOND NO. _____
FAITHFUL PERFORMANCE BOND**

The premium charges on this Bond is \$ _____, being at the rate of \$ _____ thousand of the Agreement price.

WHEREAS, the City of Newport Beach, State of California, has awarded to Best Contracting Services, Inc. hereinafter designated as the "Principal," an agreement for roofing maintenance and/or repair services in the City of Newport Beach, in strict conformity with the Agreement on file with the office of the City Clerk of the City of Newport Beach, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a Bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal, and _____, duly authorized to transact business under the laws of the State of California as Surety (hereinafter "Surety"), are held and firmly bound unto the City of Newport Beach, in the sum of _____ (_____) lawful money of the United States of America, said sum being equal to 100% of the amount of any Letter Proposal accepted by City of over Twenty Five Thousand Dollars and 00/100 (\$25,000.00), to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal's heirs, executors, administrators, successors, or assigns, fail to abide by, and well and truly keep and perform any or all the Work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fails to indemnify, defend, and save harmless the City of Newport Beach, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Performance Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Surety, for value received, stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions of the Agreement or to the Work or to the specifications.

This Faithful Performance Bond shall be extended and maintained by the Principal in full force and effect for one (1) year following the date of formal acceptance of the Project by City.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

Telephone

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: _____

By: _____
Aaron C. Harp
City Attorney

**NOTARY ACKNOWLEDGMENTS OF
CONTRACTOR AND SURETY MUST BE ATTACHED**

ACKNOWLEDGMENT

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

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

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 signatures(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

(seal)

ACKNOWLEDGMENT

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

State of California

County of _____ } ss.

On _____, 20____ before me, _____,

Notary Public, personally appeared _____,

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 signatures(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

(seal)