

Council Meeting of
June 27, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

SUBJECT: Recommendation to award a contract for roof replacements at East Annex Building and Greenwood Park.

Expenditure: \$ 226,653

RECOMMENDATION

The General Services Director recommends the City Council:

- 1) Award a contract to Best Roofing Inc. for \$197,089 with a 5% contingency of \$9,855 for the Roof Replacement at East Annex (FEAP #177) and Greenwood Park Buildings (FEAP #318).
- 2) Authorize 10% in project management fees; and,
- 2) Appropriate \$99,153 in funding from the General Services Operating Budget 2005-2006 for use in this project.

Funding- Funding of \$127,500 is available in the designated FEAP projects, with additional funding of \$99,153 from the General Services Operating Budget 2005-2006.

BACKGROUND/ANALYSIS

The roof on the 2nd floor East Annex building and three buildings at Greenwood Park are in need of replacement. The roofs have deteriorated due to age and weather, with temporary repairs becoming more frequent.

Staff researched a new type of roofing material using a new application method for City buildings and found a fiberglass emulsion product that will provide the City of Torrance with a stronger, longer lasting roof. The product will also minimize removal of the existing equipment on the roof during the construction and provide a seamless composite roof system.

Staff held a job walk and formally opened bids on June 8th, 2006 and staff received the following bids.

Best Roofing Inc.	\$197,089
Coast Roof Company	\$229,787
Rite Way Roof Corporation	\$234,462

Current budget for the project is \$127,500. The low bid received is in line with the pre-bid estimate of \$190,000. Staff had available funding in the operating budget to offset the increase costs of construction.

The General Services Director recommends City Council award a contract to Best Roofing Inc. for \$197,089 with a 5% contingency for the roof replacement on the 2nd floor of East Annex Building and Greenwood Park with an appropriation of \$99,153 from the General Services Operating Budget 2005-2006.

Respectfully submitted,

SHERYL BALLEW
General Services Director

By 
Diane Caseltine
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Best Roofing and Waterproofing Inc.

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of June 27, 2006 by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Best Roofing and Waterproofing Inc. dba Best Contracting Services Inc., a California Corporation.

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared by Weather Weld for the Roof Replacement at East Annex Building and Greenwood Park Buildings.
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Roof Replacement at East Annex Building and Greenwood School, Notice Inviting Bids No. **2006-22** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until June 30, 2007.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$197,089 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of

of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or

reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

Rod Steffler, Building Contract Supervisor is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Sean Tabazabeh
Bob Mars

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - (b) Primary Property Damage of at least \$250,000 per occurrence; or
 - (c) Combined single limits of \$1,000,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
 - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event

event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR: Best Roofing and Waterproofing Inc
dba Best Contracting Services Inc.

19027 S. Hamilton Avenue
Gardena, CA 90248

(310) 212-0693

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

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

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Best Roofing and Waterproofing Inc. db
Best Contracting Services Inc.
a California Corporation

Dan Walker, Mayor

By: _____
Mojitaba Tabazdeh, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

BIDDER'S PROPOSAL
B 2006-22

Company: Best Roofing & Waterproofing, Inc
 dba BEST Contracting Services, Inc
 Base Bid: \$ 197,089.00

Roof Replacement at East Annex Building and Greenwood School

Honorable Mayor and Members
 of the Torrance City Council
 Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications and Contract Documents, prepared by Weather Weld and the City of Torrance for the lump sum bid as set forth in the following schedules. The bid will be separately awarded to the lowest responsible bidder for each building.

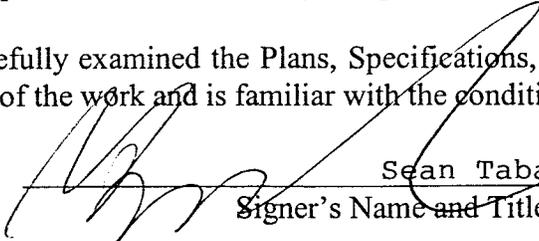
Item	Description	Prices written in words	Total Bid
1.	East Annex Building	Eighty Three Thousand Two Hundred Fifty Nine Thousand Dollars	\$ 83,259.00
2.	Greenwood School	One Hundred Thirteen Thousand Eight Hundred Thirty Dollars	\$ 113,830.00

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Best Roofing & Waterproofing, Inc.
dba BEST Contracting Services, Inc
 Contractor Name


 Sean Tabazadeh, CEO/
 Signer's Name and Title Secretary

Date: June 8, 2006 License No. & Classification #456263/A, B, C17, C20, C39, C43

Address: 19027 S. Hamilton Avenue, Gardena, CA 90248

STATE OF CALIFORNIA }
 }
 COUNTY OF Los Angeles}

CONTRACTOR'S AFFIDAVIT**B 2006-22**

Sean Tabazadeh, being first duly sworn,
deposes and says:

1. That he/she is the CEO/Secretary
 Title Best Roofing & Waterproofing, Inc.
dba BEST Contracting Services, Inc
 of _____
 Name of Partnership, Corporation, or Sole Proprietorship

hereinafter called "Contractor", who has submitted to the City of Torrance a proposal for the construction of:

Roof Replacement at East Annex Building and Greenwood School

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository; the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 8 day of June, 2006.

Subscribed and Sworn to
before me this _____ day
of _____, 20____.
See Attached Acknowledgement

Best Roofing & Waterproofing, Inc.
dba BEST Contracting Services, Inc
(Contractor)


(Title) Sean Tabazadeh, CEO/Secretary

Notary Public in and for said
County and State.
(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

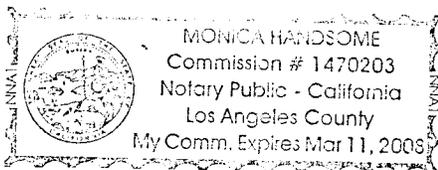
County of Los Angeles

} ss.

On 6/8/06, before me, Monica Handsome, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Sean Tabazadeh
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

LIST OF SUBCONTRACTORS

Page 1 of 2

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with section 2-3 of the Standard Specifications for Public Works Construction.

Name Under Which Subcontractor is Licensed: None

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .

Address of Office, Mill or Shop: _____ .

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .

Address of Office, Mill or Shop: _____ .

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .

Address of Office, Mill or Shop: _____ .

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____ .

Address of Office, Mill or Shop: _____ .

Percentage of Total Contract _____ .

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Do not list alternate subcontractors for the same work.

Page 1 of 2
REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three (3) years.)

1. Name (Firm/Agency): See Attached References
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

4. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

Best Roofing & Waterproofing, Inc.

A Partial List of School Projects Completed (3)

Owner/General Contractor:

Bonita Unified School District
115 W Allen Avenue
San Dimas, CA 91773

Contact: Mark Castellano
909-971-8200 ext 5234

Feb 2002-May 2002

Project:

San Dimas High School Phase 1 & 2
Metal Canopies
800 W Covina Blvd
San Dimas, CA

Standing Seam Metal
9,000 SF/20,000 SF

\$66,825/\$149,800

UC Santa Cruz
1156 High Street, Barg G
Santa Cruz, CA 95064

Contact: Randy Stahlberg
831-459-5540

Const.
Manager: Turner Construction
Bill Jangraw
(408) 765-2789

Architect: Esherick Homsey Dodge & Davis
500 Treat St Suite 201
San Francisco, CA 94110
(415) 285-9193

Jan 2001-Sept 2001

**Colleges 9 & 10 Residence Halls
and Dining Area**
Santa Cruz, CA

Galvanized sheetmetal, metal siding and
metal roofing.
60,000 SF

\$1,417,000

UC Irvine
19172 Jamboree Boulevard
Irvine, CA 92717

Contact: Don Gaw
(949)-824-8112

May 2002-Sept 2002

Beckman Laser Building
University Building #817
Irvine, CA

Architectural Metal Roof System
manufactured by Butler
4,500 SF

\$65,247

Best Roofing & Waterproofing, Inc

A Partial List of School Projects Projects Completed (3)

Owner/General Contractor:

Val Verde School District
975 E Morgan Road
Perris, CA 92571

Contact: Todd Butcher
(909) 940-6100

Construction
Mgr.: PCM3
Miquel Sanchez

Architect: Intergrated Design
6011 N Fresno Street
Fresno, CA 93710
(559) 436-0881

Project:

Val Verde (Preissman) Middle School
aka Lakeside (Val Verde) Middle School
27701 Rider Street
Perris, CA 92570

Standing Seam Metal, Metal Siding
Single Ply

\$933,802

Dec 2002-Oct 2003

El Segundo Unified School District
641 Sheldon Street
El Segundo, CA 90245-3036

Contact: Maybrit Evans

Construction
Mgr: C.W. Driver
John Santos
(949) 261-5100

Architect: Anshen Allen
5055 Wilshire Blvd #900
Los Angeles, CA 90036
(323) 525-0500

El Segundo High School Mod Project Ph II
Building E, H and Science and Music Bldg
640 Main Street
El Segundo, CA

Standing Seam Metal by Tremco
Flat and Radius Panel Application

\$745,200

June 2003-April 2004

Azusa Unified School District
546 S Citrus Avenue
Azusa, CA 91702

Contact: Ken Simon
(626) 858-6159

Construction
Mgr: McCarthy Bldg Co
Clint Fawcett
(949) 851-8383

Architect: LPA Architecture Planning
17848 Sky Park Circle
Irvine, CA 92614-6401
(949) 261-1001

Mt View & Ellington Elementary School
201 N Vernon Avenue
Azusa, CA 91702

Installed a Garland BUR-hot roofing system

\$253,740

Aug 2003-Oct 2003

REFERENCES

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed
** We have previously performed work for the City of Torrance within 5 years		

Contractor's License No.: #456263 Class: A, B, C17, C20, C39, C43

a. Date first obtained: September 17, 1982

b. Has License ever been suspended or revoked? No
If yes, describe when and why: _____

c. Any current claims against License or Bond? No
If yes, describe claims: _____

Type of entity (check one)

Incorporated Partnership Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 95-3781209

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Modji Tabazadeh</u>	<u>President</u>	<u>456263</u>
<u>Sean Tabazadeh</u>	<u>CEO/Secretary</u>	<u>456263</u>
<u>Fatemeh Tabazadeh</u>	<u>Treasurer</u>	<u>-</u>

ADDENDUM #1

No 4305 TR
POSTED
6/2
BD 6/8

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2006-22

Bid for Roof Replacement at East Annex Building and Greenwood School

ADDENDUM #1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

EAST ANNEX BUILDING

Warranty: Part One General: Section 1.2 second sentence is amended as follows:

The contractor shall provide a 2 year labor and material warranty and the manufacturer shall provide a 20 year limited renewable leak proof warranty, including procedure for handling any leaks or other problems.

"The contractor shall provide a two (2) year labor and material warranty, and the manufacturer shall provide a twenty (20) year leak proof warranty including procedures for handling any leaks or installed roof system problems."

Lead: Part Three- ROOF SYSTEM PREPARATION AND APPLICATION: Section 3.5 PREPARATION #F first sentence is amended as follows:

New roof flashings: all jacks shall be replaced with minimum 26 gage galvanized sheet metal or lead. Set jack in bed of mastic and mechanically fasten.

New roof flashings: all jacks shall be replaced with minimum 26 gage galvanized sheet metal, copper or aluminum. No lead shall be used on the job.

Prime Deck: Part Three- ROOF SYSTEM PREPARATION AND APPLICATION: Section 3.6 : A. POLYESTER LEVELING SYSTEM: second sentence is amended as follows:

If needed, wet cleaned membrane at the rate of 1 to 3 gallon of water per 100 sq. ft. to break surface tension of surface dust.

Wet cleaned membrane at the rate of 1 to 3 gallon of 25% emulsion and water primer per 100 sq. ft. to break surface tension between the embedded rock.

Composite Application: Part Three- ROOF SYSTEM PREPARATION AND APPLICATION: Section 3.6: add following standard application section inadvertently omitted:

B. SEAMLESS COMPOSITE REINFORCEMENT

Over the clean roof surface apply one layer of the seamless composite at a rate of 15 gallons of undiluted emulsion and 8 pounds of fiberglass reinforcement per 100 sq. ft. Fiberglass must be disbursed from the application equipment in varying lengths to 24 inches. Both fiberglass and emulsion must be thoroughly mixed before coming in contact with the roof surface. Any loose strands shall be brushed by hand, removed or filled-in with emulsion to create a solid surface. Areas where the application accumulates (i.e. base flashings, penetrations, etc) in excess of 240 mills thick wet shall be brushed by hand to prevent surface crazing. Coverage shall be uniform and extend to the top of all base flashings intersections and walls.

- 2. After the first layer has cured to support foot traffic, apply a second layer of 15 gallons of emulsion and 8 pounds of fiberglass reinforcement per 100 sq. ft. Coverage of both applications shall be uniform and extend to the top of all roofing base flashings and under the counter flashing. Materials amounts are nominal averages at 240 mills dry thickness. No area may be less than 220 mills in dry thickness.

Pipe Supports : Part Three- ROOF SYSTEM PREPARATION AND APPLICATION: Section 3.5 :

N. Pipe blocks & wood equipment supports: first sentence amended as follows

~~Shall be replaced with new redwood. Blocks and supports shall be installed on top of fiberglass composite and must not be solidly adhered to the roofing or have fasteners that penetrate the roofing.~~

Shall be replaced with new pipe cradles as made by Miro Industries or hangers made by PHP industries. Hangers and supports shall be installed on top of fiberglass composite and must not be solidly adhered to the roofing or have fasteners that penetrate the roofing.

3.7 Additional Roof Related Work included in the base bid: Part Three

Add following new sections.

F. Owner will replace supports under gas pipe on coping, contractor will install cover plates over all coping joints and screw holes as described in 3.7A

G. Owner to remove and replace all deteriorated duct hoods on Annex building.

H. Contractor to install new cast iron Jolsam type drain bowls and attach to existing drain plumbing.

I. Contractor to install 100 3'x3' walk pads in areas chosen by owner.

J. Owner to lift 1 a/c and install new s/s pan, contractor to install Weatherweld Composite to top of wood curb.

K. Owner to remove bolts from top of equipment pan. Contractor will install cover plates on all penetration holes in pans.

GREENWOOD SCHOOL

BLISTERS AND BUCKLES: DIVISION 7.0 PREPARATION OF ROOF SURFACE: section is amended as follows:

~~Blisters or buckles will only be acceptable if they will support foot traffic, are minor in size, few in number, and do not obstruct roof drainage. Blisters or buckles in the existing roof membrane shall be cut in an "x" pattern and each flap fastened with emulsion and attached to the deck with appropriate fasteners such that the repair is well attached and lays relatively flat. The reattached area shall be reinforced with two plies of polyester in 4 gallons of emulsion per ply and 120 mills of fiberglass composite feathered in 8", 12" and 16" widths respectively.~~

1st sentence shall read: Blisters or buckles in the existing roof membrane shall be cut in an "x" pattern and each flap fastened with emulsion and attached to the deck with appropriate fasteners such that the repair is well attached and lays relatively flat. The reattached area shall be reinforced with two plies of polyester in 4 gallons of emulsion per ply and 120 mills of fiberglass composite feathered in 8", 12" and 16" widths respectively.

BUILDING JOINTS: DIVISION 7.0 PREPERATION AND APPLICATION

Shall be added to 7.1 PREPERATION AND APPLICATION

BUILDING JOINTS: any joint in the structure intended to allow for movement, shall be divorced from the system by installing an 18" wide dry slip sheet consisting of #25 G2 fiberglass basesheet laid dry over the existing split and extending 3" beyond each end. Over the slip-sheet, solidly adhere a 36" polyester ply in 4 gallons of emulsion and reinforce with 120 mills of seamless composite. This section does not include actual structural load bearing wall expansion joints or roof area divider covers, which must be replaced with appropriate flex bellowed covers, or slip joint designed metal covers. The seamless composite shall not be installed to repair expansion joint bellows or slip joint metal covers.

EDGE METAL: DIVISION 7.0 PREPERATION AND APPLICATION

Shall be added to 7.1 PREPERATION AND APPLICATION:

EDGE METAL FLASHING: 24 gauge bonderized metal drip edge flashing with 1/4" rise sufficient in width to cover any outside gap in the fascia or stucco and allow a 4" flange on to the roof shall be installed over the existing roof surface. End laps shall be 4 inches with mastic in between and nailed with five ring shank nails. Field nailing of metal edge shall be on staggered 6-inch centers. Degrease the metal if necessary. Prime with water based primer or dilute emulsion, and cover with minimum of 120 mils of WeatherWeld composite fully attaching to the rise of the metal and 8 inches on to the existing roof surface. Field application of WeatherWeld composite shall extend to the rise of the metal such that it is flush and does not pond water.

PIPE SUPPORTS: Part Three- ROOF SYSTEM PREPARATION AND APPLICATION: Section 7.1 : Pipe blocks & wood equipment supports: first sentence amended as follows ~~Shall be replaced with new redwood. Blocks and supports shall be installed on top of fiberglass composite and must not be solidly adhered to the roofing or have fasteners that penetrate the roofing.~~

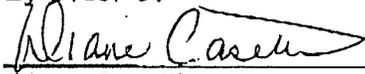
Shall be replaced with new pipe cradles as made by Miro Industries or hangers made by PHP industries. Hangers and supports shall be installed on top of fiberglass composite and must not be solidly adhered to the roofing or have fasteners that penetrate the roofing.

ADDITIONAL ITEMS TO BE INCLUDED IN THE BASE BID

Section to be added to section 7 APPLICATION: ADDITIONAL ITEMS TO BE INCLUDED IN BASE BID 7.3

- A. Owner will lift and or remove all A/C units, sheet metal curbs and electrical boxes. Contractor will build 4 new 2"X12" curbs. Owner will reinstall A/C units, sheet metal curbs, and electrical boxes.
- B. Owner will trim trees 4' away from all roof areas. Contractor will install pelican hoods or goose neck flashings on all cables or pipes protruding through roof deck.
- C. Contractor will install 24 gauge 4" bonderized drip edge metal around perimeter of all buildings, See section 7.1 edge metal.
- D. Contractor will remove and dispose of metal cladding from walls. Install 1 polyester ply on walls from top of wall to baseflashing, set in four gallon of emulsion. Baseflashings shall be treated as building joints in section 7.1.
- E. Owner will repair and seal all coolant and condensate lines.
- F. Contractor to remove and repair unused duct flashings sealed to deck.

By Order Of



Diane Caseltine
Business Manager

June 1, 2006

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

**Best Roofing & Waterproofing, Inc.
dba BEST Contracting Services, Inc**

Name of Company

19027 S. Hamilton Av.

Address

Gardena CA 90248

City

State

Zip Code

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/01/2006 DATE (MM/DD/YY)
12/13/2005

PRODUCER
Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Fl.
CA License #0714705
Los Angeles CA 90017
(213) 689-0065

INSURED
026961 Best Roofing and Waterproofing, Inc.
DBA Best Contracting Services, Inc.
19027 S. Hamilton Ave
Gardena CA 90248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

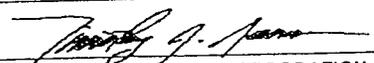
INSURER A: Continental Casualty Company
INSURER B: American Casualty Co. of PA
INSURER C:
INSURER D:
INSURER E:

COVERAGES BESR001 N3

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR / LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD/XCU <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> SUBJECT <input type="checkbox"/> LOC	GL 2074967420	12/01/2005	12/01/2006	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ Excluded
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. \$500 <input checked="" type="checkbox"/> Coll. \$500	BUA 2074967417	12/01/2005	12/01/2006	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$ XXXXXXXX
					BODILY INJURY (Per accident)	\$ XXXXXXXX
					PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
					AUTO ONLY - EA ACCIDENT	\$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			OTHER THAN EA ACC	\$ XXXXXXXX
					AUTO ONLY: AGG	\$ XXXXXXXX
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
					AGGREGATE	\$ XXXXXXXX
						\$ XXXXXXXX
						\$ XXXXXXXX
						\$ XXXXXXXX
B B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2 74967756	12/01/2005	12/01/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		WC 2 74967773	12/01/2005	12/01/2006	E.L. EACH ACCIDENT	\$ 1,000,000
		WC 2 74967787	12/01/2005	12/01/2006	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		WC 2 74967790	12/01/2005	12/01/2006	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER 2468596 EVIDENCE OF COVERAGE	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **456263** Entity **CORP**

Business Name **BEST ROOFING & WATERPROOFING
INC DBA BEST CONTRACTING
SERVICES INC**

Classification(s) **C39 B A C43 C20 C17**

Expiration Date **05/31/2008**



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000
Sacramento, CA 95826


Licensee Signature

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 ROOFING & WATERPROOFING INC DBA BEST CONTRACTING SERVICES INC

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,

December 14, 2004

Issued May 7, 1984

CERTIFIED COPY

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.

Stephen P. Sands

Stephen P. Sands
Registrar of Contractors

456263

License Number

[Signature]

SIGNATURE OF LICENSEE

[Signature]

SIGNATURE OF LICENSE QUALIFIER

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 ROOFING & WATERPROOFING INC

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

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING

Witness my hand and seal this day,

May 17, 2004

Issued May 7, 1984

[Signature]
SIGNATURE OF LICENSEE

[Signature]
SIGNATURE OF LICENSE QUALIFIER

[Signature]

Stephen P. Sands
Registrar of Contractors

456263

License Number

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 Roofing Waterproofing, Inc.

Trade References

Bank:	<u>Cal Fed Bank</u>	Contact:	<u>Arthur Zavala</u>
Address:	<u>2377 Crenshaw Blvd, Torrance, CA 90501</u>	Phone:	<u>(310) 781-6582</u>
	<u>Torrance, CA 90501</u>		
Contact:	<u>Arthur Zavala - Branch Mgr</u>		

BONDING

Bond Company:	<u>International Fidelity Insurance</u>	Contact:	<u>Mark Shreckengast</u>
	<u>1575 Treat Blvd, Suite 208</u>	Phone:	<u>(925) 256-8760</u>
	<u>Walnut Creek, Ca 94596</u>		

Bonding Agent:	<u>7447 North Figueroa St, Suite 208</u>	Contact:	<u>Mark Shreckengast</u>
	<u>Los Angeles, Ca 90041</u>	Phone:	<u>(323) 256-0126</u>

INSURANCE

Liability, Auto and Worker's Compensation

Company:	<u>Lockton Insurance Brokers, Inc.</u>	Contact:	<u>Amber Magruder</u>
	<u>725 S Figueroa St, 35th Fl</u>	Phone:	<u>(213) 689-0065</u>
	<u>Los Angeles, Ca 90017</u>		

SUPPLIERS

Company Name:	<u>S & G</u>	Contact:	<u>Scott</u>
	<u>18030 S Figueroa</u>	Phone:	<u>(310) 323-8881</u>
	<u>Gardena, Ca 90248</u>		

Company Name:	<u>ABC Supply Company</u>	Contact:	<u>Chris McCardi</u>
	<u>19105 S Figueroa</u>	Phone:	<u>(310) 217-9152</u>
	<u>Gardena, Ca 90248</u>		

Company Name:	<u>South Coast Shingle</u>	Contact:	<u>Ross Riddle</u>
	<u>2220 E South Street</u>	Phone:	<u>(562) 634-7100</u>
	<u>Long Beach, Ca 80805</u>		

Company Name:	<u>Roofers Mart</u>	Contact:	<u>Dave Dennise</u>
	<u>PO Box 428</u>	Phone:	<u>(909) 598-8408</u>
	<u>Walnut, Ca</u>		


Summit Surety Insurance Services

1490 COLORADO BOULEVARD
 LOS ANGELES, CALIFORNIA 90041
 (323) 256-0126 Fax (323) 256-7485
 CALIFORNIA LICENSE #OB99789

February 9, 2005

Mr. Sean Tabazadeh
 Best Roofing & Waterproofing Inc
 DBA Best Contracting Services Inc
 19027 S. Hamilton Avenue
 Gardena, CA 90248

Re: Letter of Bondability

Dear Sean:

Thank you for the recent financial update which you shared with us and congratulations on another profitable year! In consideration of helping Best Roofing & Waterproofing Inc DBA Best Contracting Services Inc prequalify for future projects, I will take this opportunity to summarize your current relationship with Summit Surety Insurance Services and International Fidelity Insurance Company.

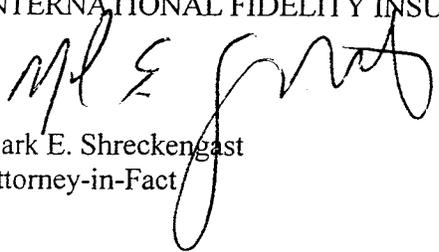
International Fidelity Insurance Company has agreed to evaluate Surety parameters in excess of the following levels within the past year: \$7,500,000 single job/\$30,000,000 aggregate backlog. These are not limitations of current support levels, but rather guidelines which the Surety has set forth.

International Fidelity Insurance Company is a California Admitted Surety Insurer, maintains an AM Best Rating of A-VI and is listed on the Federal Register Circular 570.

It is our intent to execute performance and payment bonds for projects within these parameters at the time of award subject to our normal underwriting criteria. You understand, of course, that any arrangement for the final bond or bonds is a matter between Best Roofing & Waterproofing Inc DBA Best Contracting Services Inc and the Surety. We assume no liability to third parties if for any reason we do not execute these bonds.

I would encourage you to have interested parties contact me directly at (323) 256-0126 ext. 11 if they would like to discuss specifics regarding Best Roofing's ability to bond future work or our excellent relationship with your organization.

Summit Surety Insurance Services, as Agent for
 INTERNATIONAL FIDELITY INSURANCE COMPANY


 Mark E. Shreckengast
 Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

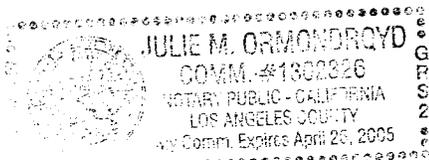
County of Los Angeles

On February 09, 2005, before me, Julie M. Ormondroyd, Notary Public, personally appeared Mark E. Shreckengast

Personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julie M. Ormondroyd
Signature of Notary Public



Place Notary Seal Above

Optional

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer - Title(s): _____

Partner- Limited General

Attorney-in-Fact

Trustee

Guardian

Other: _____

Signer is Representing: _____