

## CONTRACT

### CITY OF MANHATTAN BEACH CONTRACT FOR ROOFING REPLACEMENT AT LIVE OAK PARK AND MARINE AVENUE PARK

THIS CONTRACT ("Contract") is made and entered this 17th day of March, 2020 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and BEST CONTRACTING SERVICES, INC., a California corporation ("Contractor"). The Contractor's California State Contractor's license number is 456263.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.

2. Scope of Services. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as ROOFING REPLACEMENT AT LIVE OAK PARK AND MARINE AVENUE PARK ("Project"), as described in the Contract Documents.

3. Compensation.

3.1 Contract Price and Basis for Payment. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is \$254,600.00 ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.

3.2 Payment Procedures. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 9 of the Standard Specifications, as modified by Section 9 of the General Provisions.

4. Contract Time.

4.1 Initial Notice to Proceed. The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of **60 Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order

materials within **15 Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Plan (WPCP)
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Obtaining a Temporary Use Permit for a construction yard
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents

4.2 Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

5. Liquidated Damages for Delay and Control of Work.

5.1 Liquidated Damages. The Contractor and the City have agreed to liquidate damages pursuant to Section 6-9 of the General Provisions.

6. Not Used.

7. Work after Stop Work Notice. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.

8. Antitrust Claims. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.

9. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

11. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

12. Authority. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.

13. Entire Agreement. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF MANHATTAN BEACH

By: \_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

Dated: 1/30/2020

BEST CONTRACTING SERVICES, INC.  
("CONTRACTOR")

By:   
NAME TITLE  
Mojitaba Tabazadeh, President

By:   
NAME TITLE  
Sean Tabazadeh, CEO/Secretary

PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED

**State of California**  
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 23 2007

DEBRA BOWEN  
Secretary of State



A0658529

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

**MAR 19 2007**

**CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION OF  
BEST ROOFING & WATERPROOFING, INC.**

The undersigned certify that:

1. They are the President and Secretary, respectively, of Best Roofing & Waterproofing, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows: The name of this corporation is Best Contracting Services, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the shareholders in accordance with Section 902, California Corporation Code. The total number of outstanding shares of the corporation is 100. The number of shares voting in favor of amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: March 15, 2007

  
Moji Tabazadeh, President

  
Sean Tabazadeh, Secretary



0522840

ENDORSED-FILED  
In the office of the Secretary of State  
of the State of California

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION OF  
TABA DEVELOPMENT CO., INC.

MAR 26 1999

BILL JONES, Secretary of State

Mojitaba Tabazadeh and Sean Tabazadeh certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Taba Development Co., Inc., a California corporation.

2. The Board of Directors of Taba Development Co., Inc. has approved the following amendment to Article I of the Articles of Incorporation of said corporation:

"I

The name of this corporation is Best Roofing & Waterproofing, Inc."

3. The amendment has been approved by the required vote of the shareholders in accordance with Sections 902 and 903 of the California Corporations Code. The corporation has only one outstanding class of shares. Each outstanding share is entitled to only one vote. The corporation has 100 shares outstanding, and, hence, the total number of shares entitled to vote with respect to the amendment was 100. All 100 shares were voted in favor of the Amendment.

  
Mojitaba Tabazadeh, Chief Executive  
Officer

  
Sean Tabazadeh, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of her own personal knowledge, and that this declaration was executed on March 25, 1999.

  
Mojitaba Tabazadeh

  
Sean Tabazadeh

