

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

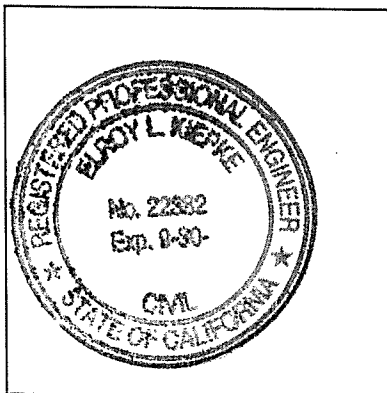
**Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine
Ave. Park Basketball Courts Resurfacing and Restriping Project Project**



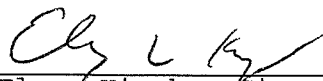
Completion: 35 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info
Project Manager: Ismael Medrano
Email: imedrano@citymb.info
Telephone: (310) 802-5357

STAMP:



Reviewed by:


Elroy Kiepke, City Engineer

6/21/13
Date

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
Part 1		<u>General Provisions</u>
	1	Terms, Definitions Abbreviations & Symbols
	2	Scope and Control of Work
	3	Changes in the Work
	4	Control of Materials
	5	Utilities
	6	Prosecution Progress & Acceptance of Work
	7	Responsibilities of the Contractor
	8	Facilities and Agency Personnel
	9	Measurement and Payment
	10	Special Project Site Maintenance and Public Convenience and Safety
	11	Stormwater Pollution Prevention
	12	Construction and Demolition Waste Management Plan

CITY OF MANHATTAN BEACH
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

* * * *

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on July 18, 2013, at which time they will be publicly opened and read, for performing work as follows:

Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park Basketball Courts Resurfacing and Restriping Project per the specifications prepared therefore, which are on file in the Public Works Department.

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.



Dated: _____

6-19-13

LIZA TAMURA, City Clerk
City of Manhattan Beach

PART 1

PROPOSAL REQUIREMENTS

Proposal Requirements

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on July 18, 2013, sealed proposals for:

Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park Basketball Courts Resurfacing and Restriping Project per the specifications prepared therefore, which are on file in the Public Works Department.

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown.

If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within thirty (30) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. *See Paragraph (k) below.

(h) Execution of Contract

Upon notification that the successful bidder is the apparent low bidder, the contractor shall copy two sets of the contract agreements from the project specifications and submit the fully executed contract for the work for the City Council to process the award of contract. This contract shall not be considered complete or binding on the contractor or the City until the City Council has taken action to award the project to the successful bidder. Upon notification of the City Council action to award the contract to the successful bidder the Contractor shall obtain the needed contract bonds and insurance riders as required by these specifications. No contract shall be considered binding upon the City until the full execution of the contract.

Failure to file acceptable bonds as provided herein, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 35 working days in accordance with the Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

LIVE OAK PARK, MANHATTAN HEIGHTS, MIRA COSTA TENNIS COURTS AND MARINE AVE. PARK BASKETBALL COURTS RESURFACING AND RESTRIPIING PROJECT

CONSTRUCTION NOTES:

- a. In an effort to minimize any court down-time, the Contractor will only address construction shut-down of four (4) courts at a time per site. Only upon completion and acceptance from the Project Manager shall the Contractor begin work on other courts at the same site. The Contractor may work simultaneously on other sites.
- b. The Contractor shall begin work on the Mira Costa High School tennis courts first. Work on these courts must be completed prior to August 27, 2013.
- c. The City is recommending that the Contractor have two crews working at the same time at two different locations.
- d. This project has a budget of \$50,000 for the completion of as many courts as can be completed during this time frame.
- e. THE COURTS ARE LISTED IN ORDER OF THE PRIORITY IN WHICH THEY NEED TO BE COMPLETED.

TYPICAL REQUIREMENTS OF WORK:

- a) Power wash.
- b) Patch cracks and spalls.
- c) Grind high spots and peeling areas.
- d) Apply Latexite black acrylic resurfacer.
- e) Coat 100% latex acrylic mixed with #60 silica to smooth out surface and provide base color.
- f) Apply two coats of "Latexite" color, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play.
- g) Stripe to specifications.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
A. Mira Costa Tennis Courts				
1.	Resurface, patch cracks, grind high spots, and stripe Courts 1 through 10.	10 EA	3,200	\$32,000
B. Live Oak Park Tennis Courts				
2.	Resurface, apply 140 LF of Guardian System, patch cracks, grind high spots, and stripe Courts 3 and 4.	2 EA Guard Res. 3+4	1,960 3,200	\$8,360
3.	Remove existing surface on Court 5. Patch cracks, grind high spots, and stripe Court 5.	1 EA Blast 5 Res 5	3500 3,900	\$7,400

CONTINUED ON NEXT PAGE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
LIVE OAK PARK, MANHATTAN HEIGHTS, MIRA COSTA TENNIS COURTS AND MARINE AVE. PARK BASKETBALL COURTS RESURFACING AND RESTRIPIING PROJECT - CONT. FROM PREVIOUS PAGE				
C. Marine Avenue Park Basketball Courts				
4.	Resurface, patch cracks, grind high spots, and stripe Courts 1 and 2.	2 EA	3,200	\$6,400
D. Manhattan Heights Park Tennis and Paddle Tennis Courts				
5.	Resurface, patch cracks, grind high spots, and stripe Tennis Courts 1 and 2.	2 EA	3,200	\$6,400
6.	Resurface, patch cracks, grind high spots, and stripe Paddle Tennis Courts 1 and 2.	2 EA	2,800	\$5,600
SUBTOTAL ITEMS 1 THROUGH 6				\$66,160
7.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to-Exceed	\$5,000.00
TOTAL BID - ITEMS 1 THROUGH 7				\$71,160

Total Bid Cost:

\$ 71,160

Total Bid Cost in Writing: \$

Seventy One Thousand
One Hundred Sixty ^{no}/₁₀₀

The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.

James R. Zyl
Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. 373423.

James R. Zyl
Signature of Bidder

Pres.
Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Taylor Tenn's Courts Inc.
(Name of Company or Corporation)

31441 Santa Margarita Pkwy
(Address)

RSM Ca 92688
(City) (State) (Zip)

Dated: 7-18, 2013.

**LIVE OAK PARK, MANHATTAN HEIGHTS, MIRA COSTA
TENNIS COURTS AND MARINE AVE. PARK BASKETBALL
COURTS RESURFACING AND RESTRIPIING PROJECT**

**ADDENDUM NO. 1
TO THE
PLANS AND SPECIFICATIONS**

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications of the **Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park Basketball Courts Resurfacing and Restriping Project**. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 1

1. Please REPLACE the following portions under Section 7-3 "Public Liability and Property Damage Insurance" (starting on page 33) with the language below:

Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent

afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

2. Please ADD the attached pages 26, 26a, 26b and 26c [Insurance Endorsement Form #1 (General) and Insurance Endorsement Form #2 (Auto)] to the contract specifications.

Bidders shall review carefully the directions and information contained herein and shall contact the Engineer immediately should any further information be necessary.

Any questions regarding this matter should be directed to the Engineer prior to bid opening.

Bidders shall sign this Addendum and attach it to their Contractor's Proposal as an affirmation of compliance with the instructions herein.

June 28, 2013
Date

CB K
Elroy Kiepke, Interim City Engineer

Contractor Taylor Tennis Courts Inc

James R. Zyl
Signature

STATISTICAL INFORMATION ON CONTRACTOR

**Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park
Basketball Courts Resurfacing and Restriping Project**

Firm/Organization Information Form

INSTRUCTIONS: All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. **The information requested below is for statistical purposes only.** On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

TYPE OF BUSINESS ENTITY: Corporation
(Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 10

CULTURAL/ETHNIC COMPOSITION OF FIRM: (Owners, Partners, Associate Partners, Managers, Staff, etc.).

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American		6	
Asian American			
American Indian/Alaskan Native			
All Others	4		

*Based upon the categories above, please indicate the
total number of men and women in your firm:*

Men	10		
Women	0		

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	50 %	%	%	50 %
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS

ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES _____ NO _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: Taylor Tennis Courts Inc.

SIGNED: James Zyl **TITLE:** Pres.

DATE: 2-17-13

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID
**Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park
Basketball Courts Resurfacing and Restriping Project**

State of California)
County of Orange) ss.

I, James Taylor, being first duly sworn, deposes and says that he

or she is Pres. of Taylor Tennis Courts the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder Taylor Tennis Courts Inc.
By James Taylor
Title Pres
Organization Taylor Tennis Courts Inc
Address 31441 Santa Margarita Hwy RSM Ca 92688

Subscribed and sworn to before me this 17th day of July
20 13

[Notarial Seal]

See Attached Jurat

Notary Public in and for the State of California

My commission expires 9/25/15

CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA:

Re: **Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave.
Park Basketball Courts Resurfacing and Restriping Project**

Submitted by James Taylor
Principal Office 31441 Santa Margarita Pkwy #4-158 RSM Ca
Telephone 949-858-3147 92685

Type of Firm: Corporation ☒ Co-Partnership _____
Individual _____

Contractor's License No. 373423

If a corporation, answer these questions:

Date of incorporation 1-22-99
State of incorporation California
President's name James Taylor
Vice President's name _____
Secretary or Clerk's name David Taylor
Treasurer's name _____

If a co-partnership, answer these questions:

Date of organization _____
Name and Address of all partners _____

Number of years experience as a Contractor in construction work _____

List the major construction projects your organization has underway as of this date:

<u>Egret Park Irvine</u>	Phone: <u>949-498-2500</u>
<u>City of Huntington Beach</u>	Phone: <u>714-907-6842</u>
<u>Patel Res.</u>	Phone: <u>951-345-3505</u>
<u>Rolling Hills Estates</u>	Phone: <u>951-378-4395</u>

List the major projects your organization has completed in the past five years.

<u>City of Rancho Santa Marg.</u>	Phone: <u>949-858-2790</u>
<u>City of Irvine</u>	Phone: _____
<u>Coto de Caza Golf + RC</u>	Phone: <u>949-858-2791</u>
<u>City of Ontario</u>	Phone: <u>909.</u>

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? No

If so, when? _____

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition.

Jurat

State of California

County of Orange

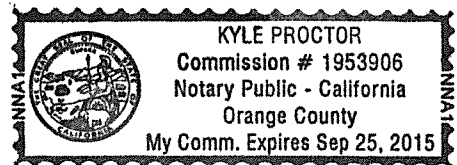
Subscribed and sworn to (or affirmed) before me on this 17th day of July,

20 13 by James Taylor,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit to be Executed by
(Title or description of attached document)

Bidder and Submitted With Bid
(Title or description of attached document continued)

Number of Pages 8 Document Date 7/17/13

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park
Basketball Courts Resurfacing and Restriping Project

[illegible]

-10-

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Taylor Tennis Courts, Inc., as principal, and
State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc., as surety are held
 and firmly bound unto the City of Manhattan Beach in the sum of

Ten Percent of the Greatest Amount Bid Dollars, (\$ 10% G.A.B.),
 to be paid to the said City or its certain attorney, 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden _____

Taylor Tennis Courts, Inc.

to construct Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts
and Marine Ave. Park Basketball Courts Resurfacing and Restriping Project

dated July 18, 2013 is accepted by the City of ManhattanBeach, and if the above bounden Taylor Tennis Courts Inc.,

his heirs, executors, administrators, successors and assigns, shall duly enter
 into and execute a contract for such construction, and shall execute and
 deliver the two bonds described within ten days (not including Sunday) from
 the date of the mailing of a notice to the above bounden Taylor Tennis Courts, Inc. by and
 from the said City of Manhattan Beach that said contract is ready for
 execution, then this obligation shall become null and void; otherwise it shall
 be and remain in full force and virtue; provided, however, that if Principal
 shall, prior to the mailing of a notice of being awarded the contract notify
 City of its unwillingness to perform under its bid submittal or request relief
 from its bid without legal justification, City shall be relieved of any
 obligation to formally award the contract to Principal and City's rights
 hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this
 day of

July 15, 20 13.Taylor Tennis Courts, Inc.

State National Insurance Company, Inc. administered by:
Contractor Managing General Insurance Agency, Inc.

Stephanie Hope Shear, Attorney-In-Fact

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, the following bond described as:

Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave. Park Basketball Courts Resurfacing and Restriping Project

for: Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these present, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

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

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 11th day of June, 2012.

STATE NATIONAL INSURANCE COMPANY, INC.

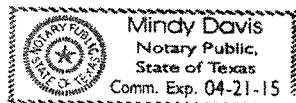
Terry L. Ledbetter, President

Wyatt D. Blackburn, Secretary

STATE OF TEXAS
County of Tarrant

On this 11th day of June, 2011 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]

Signature of Notary

I, Wyatt D. Blackburn, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attested the seal of said Company this 15th day of July, 2013.

Wyatt D. Blackburn, Secretary

CALIFORNIA ALL – PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles

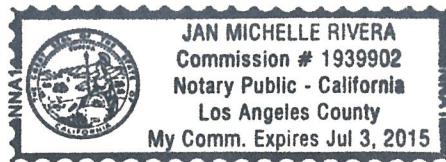
On JUL 15 2013 before me, JAN MICHELLE RIVERA, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

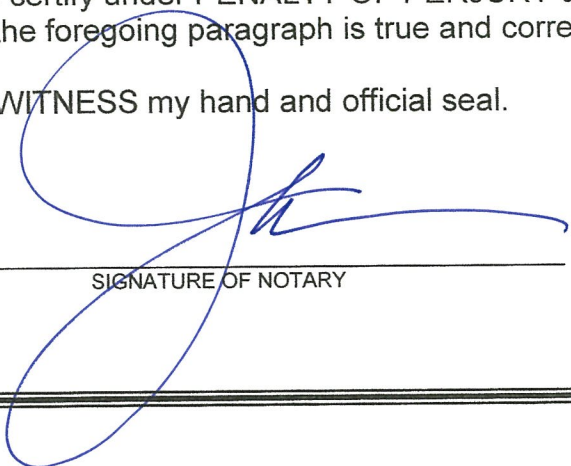
Personally appeared STEPHANIE HOPE SHEAR,
NAME(S) OF SIGNER(S)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




SIGNATURE OF NOTARY

NOTARY SEAL

CITY OF MANHATTAN BEACH
A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Taylor Tennis Courts, hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

Live Oak Park, Manhattan Heights, Mira Costa Tennis Courts and Marine Ave.

Park Basketball Courts Resurfacing and Restriping Project

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, Latest Edition" and all supplements thereto, which said Special Provisions and Standard Specifications are hereby specially referred to and by such reference made a part hereof.

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: \$71,160.00

Total Cost In Writing: Seventy One Thousand
One Hundred and Sixty ^{no}/₁₀₀ -

3. The complete contract consists of the following documents: This Agreement, Notice to Contractors, the accepted bid, the completed Plans, Specifications and detailed drawings, Performance Bond, Labor and Materials Bond, and Defective Materials, Workmanship and Equipment Bond.

All rights and obligations of City and Contractor are fully set forth and described in the contract documents.

All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

A G R E E M E N T
(Continued)

4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the City has by action of its City Council authorized this Agreement to be executed for and on behalf of the City by its Mayor and attested by its City Clerk, and the Contractor has caused the same to be executed by his duly authorized officer.

Contractor

By

Its

and

By

Its

Address

James R. Zyl
Pres.
David Loh
Sec
31441 Santa Margarita Pkwy
Rancho Santa Margarita Ca 92688

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

David N. Carmany, City Manager

The foregoing agreement is hereby
approved by me as to form

[Signature]
Public Works Approval

2m Baner
City Attorney