

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

**Rehabilitation of Gravity Sewer Mains FY 2012-13**  
**(Miscellaneous Spot Repairs)**



Drawing NO. 12831E  
Sheets 1 to 34

Completion: 80 Working Days

PUBLIC WORKS DEPARTMENT  
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Manhattan Beach, California 90266  
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STAMP:



Reviewed by:

  
Steve Finton, City Engineer

11/29/12  
Date

CITY OF MANHATTAN BEACH  
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
*Part 1		<u>General Provisions</u>
1		<u>Terms, Definitions, Abbreviations, Units of Measure &amp; Symbols</u>
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
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	201-1.1	Requirements
	201-1.1.1	General
	201-1.1.2	Concrete Specified by Class and Alternate Class
	201-2	Reinforcement for Concrete
	201-3	Expansion Joint Filler and Joint Sealants
	201-6	Controlled Low Strength Material
<u>203</u>		<u>Bituminous Materials</u>
	203-1	Paving Asphalt
	203-6	Asphalt Concrete
	203-6.1	General
<u>206</u>		<u>Miscellaneous Metal Items</u>
	206-6	Chain Link Fence
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	206-7.1	
<u>207</u>		<u>Pipe</u>
	207-8	Vitrified Clay Pipe
	207-8.1	General
<u>214</u>		<u>Traffic Striping</u>
	214-1	General
	214-3	Glass Beads
	214-4	Paint for Striping and Markings
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<u>300</u>	300-1.3.2(b)	<u>Concrete Pavement</u>
	300-1.3.2(c)	Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections
<u>301</u>		<u>Treated Soils, Subgrade, Placement of Base</u>
	301-1.6	<u>Adjustment of Manhole Frame &amp; cover Sets to Grade</u>
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	301-2	Untreated Base
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	302-5.1	General

\*Revision or Addition - Not covered in the Green Book. Retrieve the entire subsection.

SPECIAL PROVISIONS  
(Continued)

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
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	* 302-5.1.2	Traffic Signal & Loops
	302-5.2.3	Removal and Disposition of Materials 302-5.4 Tack Coat
	302-5.5	Distribution and Spreading
	302-5.6	Rolling
	302-5.6.1	General
	302-5.6.2	Density & Smoothness
	302-5.8	Manholes and Valve Covers
	* 302-5.8.1	Adjust Valve Covers to Grade
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302-7.2		
302-7.2.1		Pavement Preparation
<u>303-5</u>	302-7.2.3	Placing Fabric
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\*Revision or Addition - Not covered in the Green Book. Retrieve the entire subsection.

CITY OF MANHATTAN BEACH  
PROJECT SPECIFICATIONS

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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 Thursday, January 10, 2013, at which time they will be publicly opened and read, for performing work as follows:

Furnish all materials, equipment, and labor as required to construct the Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E, Sheets 1 through 34, and the Specifications prepared thereof, which are on file with 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.



12-11-12

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 Thursday, January 10, 2013, sealed proposals for:

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(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 forty-five (45) 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

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and 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 eighty (80) working days in accordance with Drawing No.12831E, Sheets 1 to 34 , Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>A) 11<sup>TH</sup> STREET- BETWEEN DIANTHUS STREET AND SEPULVEDA AVE (PLAN SHEET 3)</b>				
1.	Mobilization	1 LS	\$ 3,000 <sup>-</sup>	\$ 3,000 <sup>-</sup>
2.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
3.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
4.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
5.	12-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	12 LF	\$ 250 <sup>-</sup>	\$ 3,000 <sup>-</sup>
6.	Reconnect Existing Sewer Lateral to New Sewer	2 EA	\$ 500 <sup>-</sup>	\$ 1,000 <sup>-</sup>
A) 11 <sup>TH</sup> STREET (SHEET 3) SUB-TOTAL ITEMS 1-6:				\$ 10,000 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>B) 10<sup>TH</sup> STREET- BETWEEN DIANTHUS STREET AND SEPULVEDA AVE (PLAN SHEET 3)</b>				
7.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
8.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
9.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
10.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
11.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
12.	Reconnect Existing Sewer Lateral to New Sewer	2 EA	\$ 250 <sup>-</sup>	\$ 500 <sup>-</sup>
B) 10 <sup>TH</sup> STREET (SHEET 4) SUB-TOTAL ITEMS 7-12:				\$ 6,200 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>C) 9<sup>TH</sup> STREET- AT JOHNSON STREET (PLAN SHEET 5)</b>				
13.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1500 <sup>-</sup>
14.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
15.	Trench Sheetting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
16.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
17.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
C) 9 <sup>TH</sup> STREET (SHEET 5) SUB-TOTAL ITEMS 13-17:				\$ 5,700 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>D) 9<sup>TH</sup> STREET- WEST OF MEADOWS AVE (PLAN SHEET 6)</b>				
18.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1500 <sup>-</sup>
19.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
20.	Trench Sheetting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
21.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
22.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
D) 9 <sup>TH</sup> STREET (SHEET 6) SUB-TOTAL ITEMS 18-22:				\$ 5,700 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>E) 9<sup>TH</sup> STREET- BETWEEN ROWELL AVE AND PECK AVE (PLAN SHEET 7)</b>				
23.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
24.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
25.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
26.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
27.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
E) 9 <sup>TH</sup> STREET (SHEET 7) SUB-TOTAL ITEMS 23-27:				\$ 5,700 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>F) 8<sup>TH</sup> STREET- BETWEEN POINSETTIA AVE AND ANDERSON STREET (PLAN SHEET 8)</b>				
28.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
29.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
30.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
31.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
32.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
F) 8 <sup>TH</sup> STREET (SHEET 8) SUB-TOTAL ITEMS 28-32:				\$ 5,700 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>G) 8<sup>TH</sup> STREET- BETWEEN ANDERSON STREET AND DIANTHUS STREET (PLAN SHEET 9)</b>				
33.	Mobilization	1 LS	\$ 1500	\$ 1500
34.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
35.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
36.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
37.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200	\$ 1,200
38.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 250	\$ 250
G) 8 <sup>TH</sup> STREET (SHEET 9) SUB-TOTAL ITEMS 33-38:				\$ 5950

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>H) 8<sup>TH</sup> STREET- WEST OF JOHNSON STREET (PLAN SHEET 10)</b>				
39.	Mobilization	1 LS	\$ 1500	\$ 1500
40.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
41.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
42.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
43.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200	\$ 1,200
H) 8 <sup>TH</sup> STREET (SHEET 10) SUB-TOTAL ITEMS 39-43:				\$ 5,700
(CONTINUED ON NEXT PAGE)				

Contractor's Proposal Sheet 6d modified by Addendum No. 2

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COS
<b>I) 8<sup>TH</sup> STREET- EAST OF JOHNSON STREET (PLAN SHEET 11)</b>				
44.	Mobilization	1 LS	\$ 2,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
45.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
46.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
47.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
48.	12-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 250 <sup>-</sup>	\$ 1,500 <sup>-</sup>
I) 8 <sup>TH</sup> STREET (SHEET 11) SUB-TOTAL ITEMS 44-48:				\$ 6,500 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COS
<b>J) 11<sup>TH</sup> PLACE- (PLAN SHEET 12)</b>				
49.	Mobilization	1 LS	\$ 10,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
50.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
51.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
52.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000 <sup>-</sup>
53.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	266 LF	\$ 170 <sup>-</sup>	\$ 45,220 <sup>-</sup>
54.	Reconnect Existing Sewer Lateral to New Sewer	8 EA	\$ 275 <sup>-</sup>	\$ 2,200 <sup>-</sup>
55.	Connect New Sewer to Existing Manhole	2 EA	\$ 500 <sup>-</sup>	\$ 1,000 <sup>-</sup>
J) 11 <sup>TH</sup> PLACE (SHEET 12) SUB-TOTAL ITEMS 49-55:				\$ 61,420 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

Note: This bid sheet revised per Bid Addendum #2. Bid item 54 revised quantity to 8 Each.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>K) ARDMORE AVE -SOUTH OF 11TH STREET (PLAN SHEET 13)</b>				
56.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1500 <sup>-</sup>
57.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
58.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
59.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
60.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1200
K) ARDMORE AVE (SHEET 13) SUB-TOTAL ITEMS 56-60:				\$ 5,700 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>L) 1ST STREET- (EAST OF ARDMORE AVE) (PLAN SHEET 13)</b>				
61.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
62.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
63.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
64.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
65.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
66.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 250 <sup>-</sup>	\$ 250 <sup>-</sup>
L) 1ST STREET (SHEET 13) SUB-TOTAL ITEMS 61-66:				\$ 5950 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>M) 1ST STREET- BETWEEN REDONDO AVE AND AVIATION BLVD (PLAN SHEET 14)</b>				
67.	Mobilization	1 LS	\$ 1500	\$ 1,500
68.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
69.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
70.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
71.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200	\$ 1200
M) 1ST STREET (SHEET 14) SUB-TOTAL ITEMS 67-71:				\$ 5,700

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>N) 9<sup>TH</sup> STREET- BETWEEN ARDMORE AVE AND RAILROAD PLACE (PLAN SHEET 15)</b>				
72.	Mobilization	1 LS	\$ 1,500	\$ 1,500
73.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
74.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
75.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
76.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	12 LF	\$ 200	\$ 2,400
77.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 250	\$ <del>150</del> 250
N) 9 <sup>TH</sup> STREET (SHEET 15) SUB-TOTAL ITEMS 72-77:				\$ <del>7,050</del>
(CONTINUED ON NEXT PAGE)				\$ 7,150

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>O) 6<sup>TH</sup> STREET- BETWEEN JOHN STREET AND JOHN PLACE (PLAN SHEET 16)</b>				
78.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
79.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
80.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
81.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
82.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
83.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 250 <sup>-</sup>	\$ 250 <sup>-</sup>
O) 6 <sup>TH</sup> STREET (SHEET 16) SUB-TOTAL ITEMS 78-83:				\$ 5,950 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>P) DIANTHUS STREET- BETWEEN 3<sup>RD</sup> STREET AND 6<sup>TH</sup> STREET (PLAN SHEET 17)</b>				
84.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
85.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
86.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
87.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
88.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1,200 <sup>-</sup>
89.	Reconnect Existing Sewer Lateral to New Sewer	3 EA	\$ 150 <sup>-</sup>	\$ 450 <sup>-</sup>
P) DIANTHUS STREET (SHEET 17) SUB-TOTAL ITEMS 84-89:				\$ 4,150 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>Q) JOHNSON STREET- BETWEEN 2<sup>ND</sup> STREET AND 3<sup>RD</sup> STREET (PLAN SHEET 18)</b>				
90.	Mobilization	1 LS	\$ 6,000	\$ 6,000
91.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
92.	Trench Sheeting and Shoring	1 LS	\$ 4,000	\$ 4,000
93.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
94.	12-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	18 LF	\$ 400	\$ 7,200
<b>Q) JOHNSON STREET (SHEET 18) SUB-TOTAL ITEMS 90-94:</b>				<b>\$ 19,200</b>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>R) 3<sup>RD</sup> STREET- BETWEEN JOHNSON STREET AND MEADOWS AVE (PLAN SHEET 21)</b>				
95.	Mobilization	1 LS	\$ 1,500	\$ 1,500
96.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
97.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
98.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
99.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200	\$ 1,200
<b>R) 3<sup>RD</sup> STREET (SHEET 21) SUB-TOTAL ITEMS 95-99:</b>				<b>\$ 5,700</b>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>S) 2<sup>ND</sup> STREET- BETWEEN POINSETTIA STREET AND ANDERSON STREET (PLAN SHEET 22)</b>				
100.	Mobilization	1 LS	\$ 1500	\$ 1,500
101.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
102.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
103.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
104.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200	\$ 1200
105.	Reconnect Existing Sewer Lateral to New Sewer	2 EA	\$ 150	\$ 300
S) 2 <sup>ND</sup> STREET (SHEET 22) SUB-TOTAL ITEMS 100-105:				\$ 6,000

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>T) 2<sup>ND</sup> STREET- BETWEEN SEPULVEDA BLVD AND JOHNSON STREET (PLAN SHEET 23)</b>				
106.	Mobilization	1 LS	\$ 2,000	\$ 2,000
107.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
108.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000
109.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000	\$ 1,000
110.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	24 LF	\$ 190	\$ 4,560
111.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 150	\$ 150
T) 2 <sup>ND</sup> STREET (SHEET 23) SUB-TOTAL ITEMS 106-111:				\$ 9710
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>U) AVIATION BLVD- BETWEEN 10<sup>TH</sup> STREET AND 11<sup>TH</sup> STREET (PLAN SHEET 24)</b>				
112.	Mobilization	1 LS	\$ 3,500 <sup>-</sup>	\$ 3,500 <sup>-</sup>
113.	Traffic Control	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
114.	Trench Sheeting and Shoring	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
115.	Sawcut, Remove and Reconstruct PCC	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
116.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	12 LF	\$ 250 <sup>-</sup>	\$ 3,000 <sup>-</sup>
U) AVIATION BLVD (SHEET 24) SUB-TOTAL ITEMS 112-116:				\$ 11,000 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>V) NELSON AVE- BETWEEN PECK AVE AND HERRIN STREET (PLAN SHEET 25)</b>				
117.	Mobilization	1 LS	\$ 1,500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
118.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
119.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
120.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
121.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	12 LF	\$ 200 <sup>-</sup>	\$ 2,400 <sup>-</sup>
122.	Reconnect Existing Sewer Lateral to New Sewer	2 EA	\$ 150 <sup>-</sup>	\$ 300 <sup>-</sup>
V) NELSON AVE (SHEET 25) SUB-TOTAL ITEMS 117-122:				\$ 7,200 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>W) BOUNDARY PLACE- BETWEEN DIANTHUS STREET AND SEPULVEDA BLVD (PLAN SHEET 26)</b>				
123.	Mobilization	1 LS	\$ 1500-	\$ 1500-
124.	Traffic Control	1 LS	\$ 1,000-	\$ 1,000-
125.	Trench Sheeting and Shoring	1 LS	\$ 1,000-	\$ 1,000-
126.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000-	\$ 1,000-
127.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200-	\$ 1200
128.	Reconnect Existing Sewer Lateral to New Sewer	1 EA	\$ 150-	\$ 150-
<b>W) BOUNDARY PLACE (SHEET 26) SUB-TOTAL ITEMS 123-128:</b>				<b>\$ 5850-</b>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>X) LONGFELLOW DRIVE- EAST OF ALTURA WAY (PLAN SHEET 27)</b>				
129.	Mobilization	1 LS	\$ 1500-	\$ 1500-
130.	Traffic Control	1 LS	\$ 1,000-	\$ 1,000-
131.	Trench Sheeting and Shoring	1 LS	\$ 1,000-	\$ 1,000-
132.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000-	\$ 1,000-
133.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200-	\$ 1200
<b>X) LONGFELLOW DRIVE (SHEET 27) SUB-TOTAL ITEMS 129-133:</b>				<b>\$ 5,700-</b>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>Y) MEADOWS AVE- BETWEEN CURTIS AVE AND VOORHEES AVE (PLAN SHEET 28)</b>				
134.	Mobilization	1 LS	\$ 2,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
135.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
136.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
137.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
138.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	24 LF	\$ 180 <sup>-</sup>	\$ 4320 <sup>-</sup>
Y) MEADOWS AVE (SHEET 28) SUB-TOTAL ITEMS 134-138:				\$ 9320 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>Z) ROWELL AVE- BETWEEN GATES AVE AND CURTIS AVE (PLAN SHEET 29)</b>				
139.	Mobilization	1 LS	\$ 2,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
140.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
141.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
142.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
143.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	18 LF	\$ 180 <sup>-</sup>	\$ 3240 <sup>-</sup>
Z) ROWELL AVE (SHEET 29) SUB-TOTAL ITEMS 139-143:				\$ 8240 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>AA) HERRIN STREET- BETWEEN 1<sup>ST</sup> STREET AND GATES AVE (PLAN SHEET 30)</b>				
144.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
145.	Traffic Control	1 LS	\$ 1,000	\$ 1,000
146.	Trench Sheeting and Shoring	1 LS	\$ 1,000	\$ 1,000 <sup>-</sup>
147.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
148.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	12 LF	\$ 190 <sup>-</sup>	\$ 2280 <sup>-</sup>
AA) HERRIN STREET (SHEET 30) SUB-TOTAL ITEMS 144-148:				\$ 6780 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>AB) SHORES PARKING LOT- WEST OF PECK AVE (PLAN SHEET 31)</b>				
149.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1500 <sup>-</sup>
150.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
151.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
152.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
153.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1200 <sup>-</sup>
AB) SHORES PARKING LOT (SHEET 31) SUB-TOTAL ITEMS 149- 153:				\$ 5700 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>AC) TENNYSON STREET- BETWEEN CHABELLA DRIVE AND PROSPECT AVE (PLAN SHEET 32)</b>				
154.	Mobilization	1 LS	\$ 1500 <sup>-</sup>	\$ 1500 <sup>-</sup>
155.	Traffic Control	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
156.	Trench Sheeting and Shoring	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
157.	Sawcut, Remove and Replace AC Pavement	1 LS	\$ 1,000 <sup>-</sup>	\$ 1,000 <sup>-</sup>
158.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	6 LF	\$ 200 <sup>-</sup>	\$ 1200 <sup>-</sup>
AC) TENNYSON STREET (SHEET 32) SUB-TOTAL ITEMS 154-158:				\$ 5700 <sup>-</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>AD) NELSON AVE- CROSSING AVIATION BLVD (PLAN SHEET 33)</b>				
159.	Mobilization	1 LS	\$ 5,000 <sup>-</sup>	\$ 5,000 <sup>-</sup>
160.	Traffic Control	1 LS	\$ 4,000 <sup>-</sup>	\$ 4,000 <sup>-</sup>
161.	Trench Sheeting and Shoring	1 LS	\$ 2,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
162.	Sawcut, Remove and Reconstruct PCC	1 LS	\$ 1500 <sup>-</sup>	\$ 1,500 <sup>-</sup>
163.	8-inch Sewer: Remove and Dispose Existing; Furnish and Install Extra Strength VCP	18 LF	\$ 170 <sup>-</sup>	\$ 3060 <sup>-</sup>
AD) NELSON AVE (SHEET 33) SUB-TOTAL ITEMS 159-163:				\$ 15,560 <sup>-</sup>
(CONTINUED ON NEXT PAGE)				

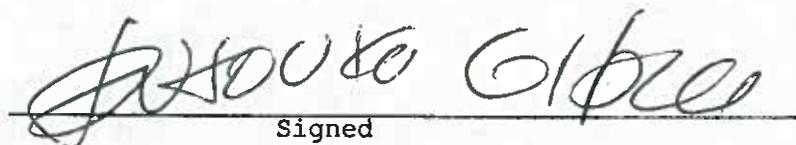
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
164.	Post-Installation CCTV Video Inspection of all repair locations per APWA SSPWC Section 500-1.1.15 (DVD format; see General Note No.43)	1 LS	20,000	20,000
165.	Centerline Tie Set and Technical Description	4 EA	250	1,000
166.	Special Project Site Maintenance and Public Convenience and Safety (Allowance is for comparison of bids only and may not be the final payment, complete. See Section 10 of Specifications)	LS	Allowance	\$10,000
TOTAL BASE BID (ITEMS 1 - 166)				<del>307,730</del> \$307,830

Total Bid Cost:

\$ ~~307,730~~ \$ 307,830

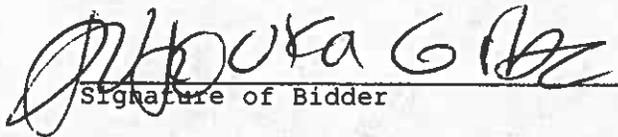
Total Bid Cost in Writing: \$ three hundred seven thousand, <sup>eight</sup> ~~seven~~ hundred <sub>thirty</sub> and <sup>00</sup> <sub>00</sub> cents —

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

  
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. 850299 A.

  
Signature of Bidder

V. PRESIDENT  
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.)

RAMONA, INC.  
(Name of Company or Corporation)

302 N. FIRST AVE., STE. #1  
(Address)

ARCADIA, CA 91006  
(City) (State) (Zip)

Dated: 1/24/, 2013.

**STATISTICAL INFORMATION ON CONTRACTOR**

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

**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): 18

**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			13
Asian American			1
American Indian/Alaskan Native			
All Others	2		2

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

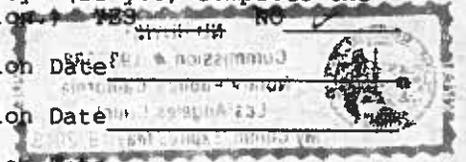
Men	14		
Women	4		

**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 %
Women	%	%	%	%	50 %

**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.)

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_



**FIRM NAME:** RAMONA, INC.

**SIGNED:** [Signature] **TITLE:** V. PRESIDENT

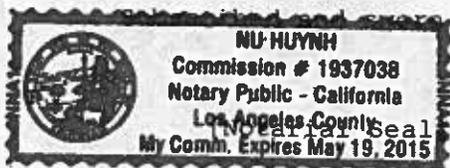
**DATE:** 1/24/2013

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID

State of CALIFORNIA )  
County of LOS ANGELES ) ss.

I, DUSANKA GRBAVAC, being first duly sworn, deposes and says that ~~he~~ or she is V. PRESIDENT of RAMONA, INC. 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 RAMONA, INC.  
By Dusanka Grbac  
Title V. PRESIDENT  
Organization \_\_\_\_\_  
Address 302 N. FIRST AVE., STE. #1, ARCADIA, CA 91001



to before me this 24TH day of JANUARY 2013.

[Signature]

Notary Public in and for the State of CALIFORNIA

My commission expires MAY 19, 2015

CONTRACTOR'S QUESTIONNAIRE

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

Re: REHABILITATION OF GRAVITY SEWER MAINS FY 2012-13

Submitted by RAMONA, INC.

Principal Office 302 N. FIRST AVE., STE. #1, AREADIA, CA 91006

Telephone 626 355-1350

Type of Firm: Corporation  Co-Partnership

Individual

Contractor's License No. 850299 A

If a corporation, answer these questions:

Date of incorporation 6/28/2004  
State of incorporation CALIFORNIA  
President's name MLADEN GRBAVAC  
Vice President's name DUSANKA GRBAVAC  
Secretary or Clerk's name DUSANKA GRBAVAC  
Treasurer's name MLADEN GRBAVAC

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: 30

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

<u>SSRP W32 SERRANIA AVENUE &amp; DUMETZ</u>	Phone: _____
<u>SSRP U 21 GAYLEY &amp; LE CONTE AVE.</u>	Phone: _____
<u>CITY OF NORWALK - STORM DRAIN REPLACEMENT</u>	Phone: _____
<u>CITY OF COVINA - SEWER MAIN REPLACEMENT</u>	Phone: _____

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

<u>2011-2012 SEWER MAIN REHABILITATION</u>	Phone: <u>310-802-5356</u>
<u>SSRP P183 VERDUGO RD &amp; AVE 33</u>	Phone: <u>213-847-0366</u>
<u>SSRP U19A ROCHESTER &amp; BEVERLY GLEN</u>	Phone: <u>310-732-4693</u>
<u>PIXLEY STREET SEWER IMPROVEMENT</u>	Phone: <u>714-744-5668</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.



BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Ramona, Inc., as principal, and  
International Fidelity Insurance Company, as surety are held

and firmly bound unto the City of Manhattan Beach in the sum of

ten percent of the total amount of the bid Dollars, (\$ 10%),  
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 \_\_\_\_\_

to construct Rehabilitation of Gravity Sewer Mains FY 2012-13

dated 1/10/2013 is accepted by the City of Manhattan

Beach, and if the above bounden \_\_\_\_\_,

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 \_\_\_\_\_ 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 December 17, 2012, ~~2013~~.

Ramona, Inc.

By: [Signature] Dusanika Grbavac, VP  
International Fidelity Insurance Company

By: [Signature] Emily Preciado, Attorney-In-Fact

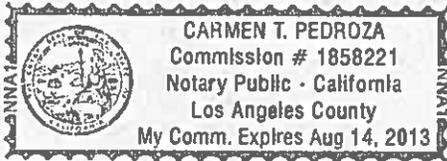
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 12/17/12 before me, Carmen T. Pedroza, Notary Public

personally appeared Emily Preciado, Attorney In Fact



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 Carmen T. Pedroza  
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(s)**

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

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

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

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

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

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**CARMEN T. PEDROZA, MARSHALL ROSE, EMILY PRECIADO**

Sierra Madre, CA.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, in all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY, at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To renounce, at any time, any such attorney in fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October, 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of December, 2012

Assistant Secretary

**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On January 24, 2013 before me, Nu Huynh - Notary Public

(here insert name and title of the officer)

a Notary Public, personally appeared Dusanka Grbavac

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 Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

Signer's Capacity: ( ) Individual(s) ( ) Authorized Officer

Company Represented: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Comments: \_\_\_\_\_

Signer's Right Thumbprint



Product Item No. 72930



City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795  
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

**REHABILITATION OF GRAVITY SEWER MAINS FY 2012-13**  
**(MISCELLANEOUS SPOT REPAIRS)**

**ADDENDUM No. 1 TO SPECIFICATION AND CONTRACT DOCUMENTS**

This Addendum shall take precedence over any conflicting information contained either in the plans or in specifications for the REHABILITATION OF GRAVITY SEWER MAINS FY 2012-13 (MISCELLANEOUS SPOT REPAIRS). 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.

Bidders are directed to make the following changes to the Specification and Contract Documents:

**The bid opening date is changed to January 24, 2013, 11:00 A.M.**

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.

Steve Finton, City Engineer

12/20/12

Date

**Contractor**

Signature Date



City Hall

1400 Highland Avenue

Manhattan Beach, CA 90266-4795

Telephone (310) 802-5000

FAX (310) 802-5001

TDD (310) 546-3501

**REHABILITATION OF GRAVITY SEWER MAINS FY 2012-13**  
**(MISCELLANEOUS SPOT REPAIRS)**

**ADDENDUM No. 2 TO SPECIFICATION AND CONTRACT DOCUMENTS**

This Addendum shall take precedence over any conflicting information contained either in the plans or in specifications for the **REHABILITATION OF GRAVITY SEWER MAINS FY 2012-13 (MISCELLANEOUS SPOT REPAIRS)**. 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. 2.

Bidders are directed to make the following changes to the Specification and Contract Documents:

1. The 11<sup>th</sup> Place sewer main replacement (sheet 12, Sta. 1+02.00 to sta. 3+61.54) shall include the removal of the existing 6" sewer main and construction of a new 8" sewer main, including modifications to manholes to accommodate the larger 8" sewer main.
2. The 11<sup>th</sup> Place sewer includes reconnection of 8 existing sewer laterals. Remove Contractor's proposal page 6d and replace with the attached revised page 6d entitled "**Contractor's Proposal Sheet 6d modified by Addendum No. 2**"

The bid opening date of January 24, 2013, 11:00 A.M. remains unchanged

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.

Steve Finton, City Engineer

1/16/13  
Date

Contractor

  
Signature

Date

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Ramona, Inc., 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:

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs)

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, 2012 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.

Said work to be done as shown upon the following plans:

Plan No. 12831E, Sheets 1 to 34

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:       \$307,830

Total Cost In Writing: Three Hundred Seven Thousand Eight Hundred Thirty and 00/100 Dollars

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.



**CITY OF MANHATTAN BEACH  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Ramona, Inc.

as principal, and International Fidelity Insurance Company

a corporation, incorporated, organized, and existing under the laws of the State of New Jersey and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los

Angeles, State of California, in the full and just sum of Three Hundred Seven Thousand Eight Hundred Thirty and no/100 Dollars (\$ 307,830.00 ), lawful money of the

United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain

written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_

2013, with the said City of Manhattan Beach for

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs)

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said Principal Ramona, Inc. shall faithfully and well and truly do, perform and complete, or cause to be done, performed and completed, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal Ramona, Inc. as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND  
(Continued)

In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this 11th day of February,  
2013.

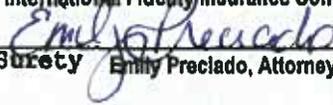
(CORPORATE SEAL)

Rampco, Inc.

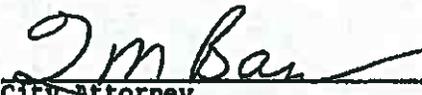
  
Principal Dusan Grbavac, Vice President

(CORPORATE SEAL)

International Fidelity Insurance Company

  
Surety Emily Preclado, Attorney-In-Fact

The foregoing bond is hereby approved  
by me as to form

  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 2/11/13 before me, Carmen T. Pedroza, Notary Public

personally appeared Emily Preciado, Attorney In Fact



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

*Carmen T. Pedroza*  
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(s)**

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer is Representing: \_\_\_\_\_

**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 14, 2013 before me, Nu Huynh - Notary Public  
(here insert name and title of the officer)

a Notary Public, personally appeared Dusanka Grbavac

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 Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

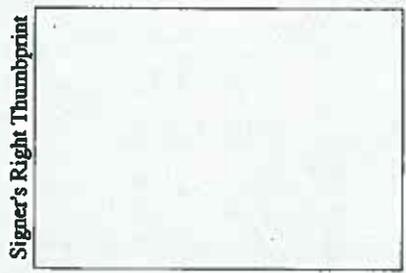
Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

Signer's Capacity: ( ) Individual(s) ( ) Authorized Officer

Company Represented: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Comments: \_\_\_\_\_



Signer's Right Thumbprint

Product Item No. 72930

CITY OF MANHATTAN BEACH Bond No. 0567287

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Ramona, Inc.

as principal, and International Fidelity Insurance Company

as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State of California, in the sum of

Three Hundred Seven Thousand Eight Hundred Thirty.00 (\$ 307,830.00) lawful money of the

United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that:

WHEREAS, said principal has been awarded and is about to enter into a written contract or agreement with the City of Manhattan Beach for

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs)

all as is more specifically set forth in said contract or agreement, a full, true, and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof.

NOW, THEREFORE, if the said principal as Contractor in said contract or agreement, or principal's subcontractor, fails to pay for any materials, provisions, provended or other supplies or teams, equipment, implements, trucks, machinery or power used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act of the State of California or for any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, the surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond.

This bond is executed pursuant to the provisions of Chapter 7 of Division 3, Part 4, Title 15, of the Civil Code of the State of California, and shall inure to the benefit of any and all persons entitled to file claims under Chapter 4 of Division 3, Part 4, Title 15 of the Civil Code of California as now or hereafter amended. No premature payment by said City to said principal shall exonerate any surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

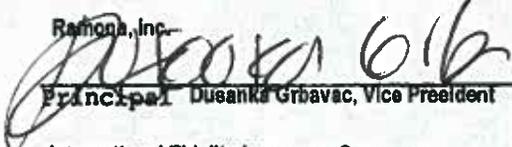
LABOR AND MATERIALS BOND  
(Continued)

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and to all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

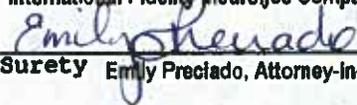
The said surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

WITNESS our hands this 11th day of February, 2013.

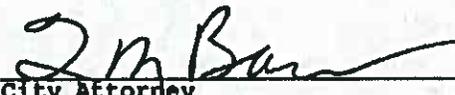
Ramona, Inc.

  
Principal Dusanika Grbavac, Vice President

International Fidelity Insurance Company

  
Surety Emily Preciado, Attorney-in-Fact

The foregoing bond is hereby approved by me as to form.

  
City Attorney

The foregoing bond is hereby approved by me as to surety.

ATTEST:

\_\_\_\_\_  
David N. Carmany, City Manager

\_\_\_\_\_  
City Clerk

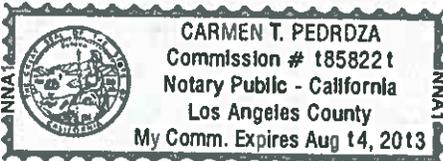
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 2/11/13 before me, Carmen T. Pedroza, Notary Public

personally appeared Emily Preciado, Attorney In Fact



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 Carmen T. Pedroza  
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: \_\_\_\_\_

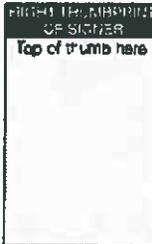
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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



Signer is Representing: \_\_\_\_\_

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

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



Signer is Representing: \_\_\_\_\_

# ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

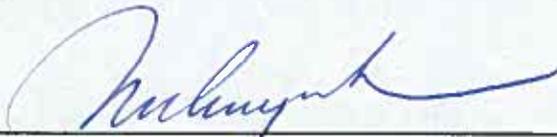
On February 14, 2013 before me, Nu Huynh - Notary Public  
(here insert name and title of the officer)

a Notary Public, personally appeared Dusanka Grbavac

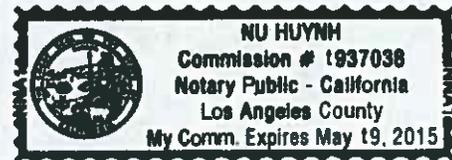
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ 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 Public



(Notary Seal)

## OPTIONAL ENTRIES

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

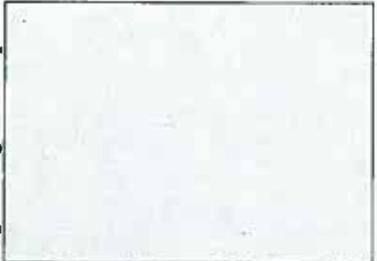
Signer's Capacity: ( ) Individual(s) ( ) Authorized Officer

Company Represented: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Comments: \_\_\_\_\_

Signer's Right Thumbprint



**CITY OF MANHATTAN BEACH  
DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Ramona, Inc.

as principal, and International Fidelity Insurance Company

,  
a corporation organized and existing under the laws of the State of New Jersey, and authorized to do a general surety business in the State of California, as Surety, are held and firmly bound unto the City of Manhattan Beach (hereinafter called Owner), a municipal corporation of the State of

California, in the full and just sum of Three Hundred Seven Thousand Eight Hundred Thirty  
and no/100 Dollars (\$ 307,830.00 ), lawful money of the  
United

States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee,

dated on or about \_\_\_\_\_ for the construction of

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs)

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum

of Three Hundred Seven Thousand Eight Hundred Thirty and no/100

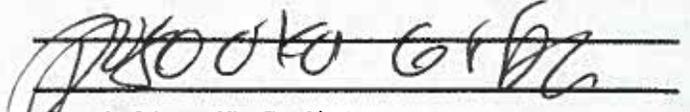
Dollars (\$ 307,830.00 ), conditioned that the Principal would make good and protect the said obligee against the results of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of said contract having been used or incorporated in any part of the work so contracted for, which shall have appeared or been discovered, within the period of one (1) year from and after the completion and final acceptance of the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and protect the said obligee against the results of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of said contract having been used or incorporated in any part of the work performed under said contract, which shall have appeared or been discovered within said one (1) year period from and after completion and final acceptance of said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

**DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND**  
**(Continued)**

SIGNED, SEALED, and DATED this 11th day of February,  
2013.

Ramona, Inc.

  
Dusanka Grbavac, Vice President  
Principal

International Fidelity Insurance Company

  
Surety Emily Preclado, Attorney-In-Fact

The foregoing bond is hereby approved  
by me as to form

  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 2/11/13  
Date

before me,

Carmen T. Pedroza, Notary Public  
Here (your) Name and Title of the Officer

personally appeared

Emily Preciado, Attorney In Fact  
Name(s) of Signer(s)

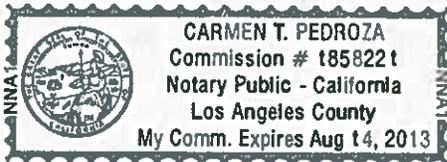
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

*Carmen T. Pedroza*  
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(s)**

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

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



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

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

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



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

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CARMEN T. PEDROZA, MARSHALL ROSE, EMILY PRECIADO

Sierra Madre, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for end on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

\*RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.\*

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of February, 2013

MARIA BRANCO, Assistant Secretary

**ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

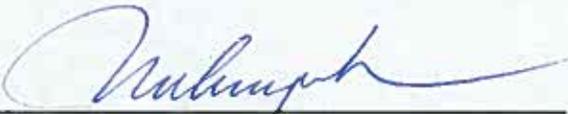
On February 14, 2013 before me, Nu Huynh - Notary Public  
(here insert name and title of the officer)

a Notary Public, personally appeared Dusanka Grbavac

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 Public



(Notary Seal)

**OPTIONAL ENTRIES**

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

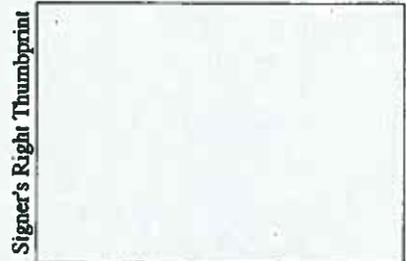
Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

Signer's Capacity: ( ) Individual(s) ( ) Authorized Officer

Company Represented: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Comments: \_\_\_\_\_



Product Item No. 72930

Signer's Right Thumbprint

CITY OF MANHATTAN BEACH  
1400 HIGHLAND AVENUE  
MANHATTAN BEACH, CALIFORNIA 90266  
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1  
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs) From: \_\_\_\_\_ to \_\_\_\_\_

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.
8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$ 1,000,000.00 , combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

INSURANCE ENDORSEMENT FORM #1  
(GENERAL)  
(Continued)

10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:

A. General Liability

- (1) Comprehensive Form
- (2) Premises/Operations
- (3) Independent Contractors Liability
- (4) Broad Form Property Damage
- (5) Personal Injury
- (6) Products, Completed Operations
- (7) Contractual
- (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

This policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- 11. Host Liquor Liability
- 12. Liquor Law Liability
- 13. Other

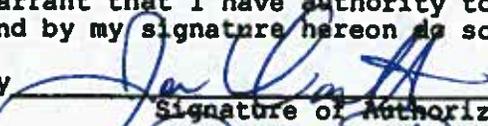
The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

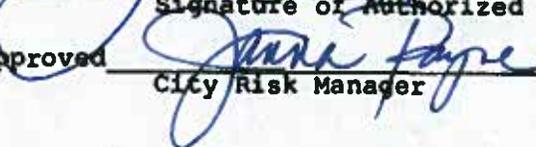
This endorsement is effective 02/11/2013 at 12:01 a.m. and forms a part of Policy No. 72UENOT3192.

Named Insured Ramona, Inc.

Name of Insurance Company Hartford Fire Insurance Company

I, Joe Castle (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By   
Signature of Authorized Representative

Approved   
City Risk Manager

2/20/13  
Date

**PLEASE ATTACH CERTIFICATE OF INSURANCE**

CITY OF MANHATTAN BEACH  
1400 HIGHLAND AVENUE  
MANHATTAN BEACH, CALIFORNIA 90266  
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2  
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).

2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

3. Occurrence Based Policy. This policy shall be an "occurrence based policy."

4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.

5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Manhattan Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and cleanup dates):

Rehabilitation of Gravity Sewer Mains FY 2012-13 per Plan 12831E

(Miscellaneous Spot Repairs) From: to

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.

7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

8. Cancellation. This policy shall not be cancelled except by written notice to the Risk Manager at: City of Manhattan Beach, 1400 Highland Avenue, Manhattan Beach, CA, 90266, at least thirty (30) days prior to the date of such cancellation.

9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000.00, combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

INSURANCE ENDORSEMENT FORM #2  
(AUTO)  
(CONTINUED)

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Code 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other

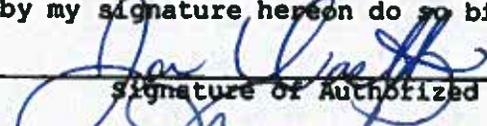
The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective 02/11/2013 at 12:01 a.m. and forms a part of Policy No. 72HFNQT3193.

Named Insured Ramona, Inc.

Name of Insurance Company Hartford Fire Insurance Company

I, Joe Castle (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By   
Signature of Authorized Representative

Approved  City Risk Manager

Date 2/20/13

**PLEASE ATTACH CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

MGCONST-01

JCASTLE

DATE (MM/DD/YYYY)  
2/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>MWR Insurance Services</b> P.O. Box 11 Sierra Madre, CA 91025	CONTACT NAME: <b>Joe Castle</b>
	PHONE (A/C, No, Ext): <b>(626) 294-1009</b> FAX (A/C, No): <b>(626) 445-4521</b>
INSURED  <b>Ramona, Inc.</b> P.O. Box 660219 Arcadia, CA 91006	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>Hartford Fire Insurance Company</b> NAIC # <b>19682</b>
	INSURER B : <b>Twin City Fire Insurance Company</b> <b>29459</b>
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: 1020 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	72UENQT3192	4/17/2012	4/17/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Owner's & Contractor					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	72UENQT3193	4/17/2012	4/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	72WEQT3194	4/17/2012	4/17/2013	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Rehabilitation of Gravity Sewer Mains FY 2012-13 Per Plan 12831E. The City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions are named as additional insured as respects to General Liability while acting within the scope of their duties as respects to the named insured's operations per the attached HS2480 0605 and on the Auto Liability, per the attached HA9916 0910. The insurance is Primary and Non-Contributory per the attached.

## CERTIFICATE HOLDER

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90288

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION I**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Designated Project(s) or Location(s) Of Covered Operations</b>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
  2. In connection with your premises owned by or rented to you and shown in the Schedule; or
  3. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
    - a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
    - b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** The insurance afforded to these additional insureds applies only:
1. If the "occurrence" or offense takes place subsequent to the execution of such written contract or written agreement; and
  2. While such written contract or written agreement is in force, or until the end of the "policy period," whichever is earlier.
- C.** With respect to the Insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**D. How Limits Apply To Additional Insureds**

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit**

The Duties Condition in Section IV - Conditions is replaced by the following and applies to the additional insured shown in the Schedule:

**1. Notice Of Occurrence Or Offense**

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. Notice Of Claim**

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**3. Assistance And Cooperation Of The Insured**

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**4. Obligations At The Additional Insureds Own Cost**

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**6. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or

- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

**F. Other Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition Section IV - Conditions is replaced by the following:

**1. Primary Insurance**

**a. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in 3. below.

**b. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph 2. below.

**2. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**a. Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**b. Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**c. Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**d. Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to

the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**e. Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

**f. When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**3. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership, joint venture or limited liability company
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured If Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional Insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional Insured.

**(2) How Limits Apply**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional Insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

**(3) Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional Insured, such additional Insured must submit such claim or "suit" to the other Insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional Insured's own insurance.

**(4) Duties In The Event Of Accident, Claim, Suit or Loss**

If you have agreed in a written contract or written agreement that another person or organization be added as an additional Insured on your policy, the additional Insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional Insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

**(3) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

**(4) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional Insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional Insured has been added as an additional Insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this Insurance will be primary to the "employee's" personal Insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE -** of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible Insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and If Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible Insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### 9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### 10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### 11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### 12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### 14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### 15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### 16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### 17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

- c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an Internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the Internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

CITY OF MANHATTAN BEACH

PROPOSED SECURITY DEPOSITS IN LIEU OF RETENTION

Pursuant to Sections 10263 and 22300 of the Public Contract Code of the State of California, the Contractor shall list below his proposed securities in lieu of retention, or request that payment of retentions be made directly to an escrow agent. Only those securities listed in Section 16430 of the California Government Code are acceptable to the City.

	<u>Security</u>	<u>Expiration Date</u>	<u>Value in Dollars</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

<u>Escrow Office</u>	<u>Escrow Agent</u>	<u>Address</u>	<u>Telephone</u>
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The absence of any proposed security deposits (to be listed above), or information designating an escrow arrangement, and/or the Contractor's signature, shall constitute an acceptance by the Contractor that a ten percent (10%) deduction from any and all payments to him shall be withheld by the Agency until the expiration of 35 calendar days from the date of acceptance by the Agency, of the work as complete. Monies withheld by the Agency shall bear no interest payable to the Contractor upon their release.

Contractor:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**PROGRESS PAYMENT REQUEST FORM**

**TO:** CITY OF MANHATTAN BEACH  
 Engineering Division, 1400 Highland Avenue, Manhattan Beach, CA 90266  
**FROM:** PROJECT TITLE Rehabilitation of Gravity Sewer Mains FY 2012-13  
 PROJECT NO. 12831E

**FROM:** Contractor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Submitted by: \_\_\_\_\_

Progress Estimate No. \_\_\_\_\_  
 Contract Award Amount \$ \_\_\_\_\_

No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This Estimate	Total Quantity To Date	Total Amount To Date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## SPECIAL PROVISIONS

The Standard Specifications of the Agency are contained in the latest Edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 3055 Overland Avenue, Los Angeles, California, 90034, telephone (310) 202-7775.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out. Should there be any discrepancies between the following provisions and the Standard Specifications For Public Works Construction (Latest Edition), the provisions contained herein shall control.

### PART 1

#### GENERAL PROVISIONS

##### Section 1 - Terms and Definitions

###### Definitions:

Whenever in the Standard Specifications or the Special Provisions the following terms are used, they shall be understood to mean and refer to the following:

AGENCY:	CITY OF MANHATTAN BEACH
BOARD:	CITY COUNCIL OF THE CITY OF MANHATTAN BEACH
CITY:	CITY OF MANHATTAN BEACH
ENGINEER:	DIRECTOR OF PUBLIC WORKS OF THE CITY OF MANHATTAN BEACH, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
INSPECTOR:	That person or persons designated by the Engineer.
LABORATORY:	The designated laboratory or laboratories authorized by the ENGINEER to test materials and work pertinent to the performance of the contractual work.

Other terms appearing in the Standard specifications shall have the intent and meaning specified therein.

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##### Section 2 - Scope and Control of the Work

2-3.3        Subcontractors    Add the following subsections:

Subcontractors shall be listed by the bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform.

2-3.4

Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

2.4        Contract Bonds

Add the following to the first paragraph:

All bonds used to satisfy the Agency's requirements shall have a current A.M. Best's rating of not less than A:-VII unless otherwise approved by the City.

Substitute the following for the third paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond of a surety company acceptable to the City, in a sum of one hundred percent (100%) of the total contract amount, as the sum set forth in the agreement for payment in full of all persons, companies, or corporations who perform labor upon or furnish material to be used in the work under this contract. Said bond shall be in the form of the Labor and Material Bond contained within these Specifications.

Substitute the following for the fourth paragraph:

As a part of the execution of this contract, the Contractor shall furnish to the City a bond payable to the City in the form of a Faithful Performance Bond as set forth in these Specifications. The performance bond shall be secured by a surety company acceptable to the City, conditioned upon the faithful performance of all covenants and stipulations under this contract. The amount of the bond shall not be less than one hundred percent (100%) of the total contract amount, as this sum is set forth in the agreement.

Add the following paragraph to this section:

As a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the City in the amount equal to ten percent (10%) of the total contract amount to hold good for a period of one (1) year after the completion and acceptance of the work to protect the City against the results of defective materials, workmanship, and equipment during that time. This bond shall be delivered to the City prior to issuance of final payment under this contract. Said bond shall be in the same form as the form of Defective Materials, Workmanship, and Equipment Bond contained within these Specifications.

2-5.2        Precedence of Contract Documents    This section shall be revised to read:

The order of precedence of documents shall be:

- First: Requirements of law.
- Second: Permits from other agencies as may be required by law.
- Third: Permits from the City of Manhattan Beach as may be required by law.
- Fourth: Special Provisions.
- Fifth: Contract Plans.
- Sixth: Standard Plans.
- Seventh: Standard Specifications.
- Eighth: Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications shall take precedence over documents listed above, except those listed as First, Second, and Third. Detailed plans shall have precedence over general plans. Reference Specifications or sections thereof, when cited in the Special Provisions, shall, by that reference, become a portion of the Special Provisions and be ranked in precedence of documents accordingly.

2-6 Work To Be Done

The following paragraphs shall be added following paragraph one:

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

2-9.1 Permanent Survey Markers

Substitute the following for the first paragraph:

Contractor is responsible for preservation and/or perpetuation of all monuments, lot stakes (tagged), and benchmarks which control subdivisions, tracts, boundaries, streets, highways, other rights-of-way, easements, or provide survey control which will be disturbed or removed due to Contractor's work. Contractor shall provide a Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state prior to disturbance or removal of existing monuments. The Contractor's Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice within the state shall coordinate with contractor to reset monuments or provide permanent witness monuments and file the required documentation with the

Office of the County Surveyor pursuant to Business and Professions Code Section 8771.

2-10 Authority of Boards and Inspectors

Substitute the following for the second paragraph:

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the contract by the Contractor; and all questions as to claims and compensation.

Add the following paragraphs:

2-10.1 Inspection

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the contract, the defective work may be accepted subject to an equitable deduction from the contract price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the contract, the Contractor shall pay such costs.

2-10.2 Cooperative with Other Work.

The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under the contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

The Contractor is notified that the City is in the process of constructing Project No. 12826E 2012-13 Water Main Replacement Program Area 1. Construction on that project is scheduled to be occurring during the period of January 2013 through March 2013, in locations which

may overlap with the work of this project. The Contractor shall coordinate work locations and schedules with existing water main construction work on-going throughout the City. Work on this sewer repair project shall not be performed in the vicinity of water pipeline or other concurrent construction work being performed in the City.

Section 3 - Changes in Work

3-2 Changes Initiated by Agency.

3-2.2.1 Delete this section. Replace with the following:

Increase or decrease in quantities shall be based on the contract's unit prices.

3-3 Extra Work.

3-3.1 General

Add the following at the end of Subsection 3-3.1:

Any extra work must be authorized by the Engineer and payment thereto shall be based on prevailing construction prices in the locality. Any extra work performed by the Contractor without prior authorization shall be considered included in the cost of the bid items mentioned in the Contractor's Proposal and no separate payment shall be made therefor.

If extra work is performed and payment is based on labor, materials, and equipment costs, the Contractor may not include in the labor costs, wages paid to supervisory personnel whose presence on the job site would normally be required.

3-3.2.3 Delete this section. Replace with the following:

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1)	Labor . . . . .	20
2)	Materials . . . . .	15
3)	Equipment Rental . . . . .	15
4)	Other Items and Expenditures . . . . .	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

Section 4 - Control of Materials

4-1.1 General

Substitute the following for the first paragraph:

All materials used in the construction of the improvements under this contract shall be new and of properties best suited for the work required. Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

Add at the end of Section 4-1:

4-1.9 Warranties, Guarantees, and Instruction Sheets

All equipment, materials, and workmanship furnished under this contract shall be guaranteed for a period of one (1) year from the date of acceptance thereof against all defects that might render the work unsatisfactory during its normal operation. Defective materials and workmanship which become apparent during the guarantee period shall be replaced by the Contractor at his expense, together with the repair or replacement of any adjacent work, which may have been damaged by reason of the defective material, or during the process of its repair or replacement.

Manufacturer's warranties and guarantees furnished for materials used in the work, instruction sheets, and parts lists supplied with materials shall be delivered to the Engineer prior to acceptance of the project.

Section 5 - Utilities

5-1 Location

Add at the end of Subsection 5-1.

The location of existing piping and underground utilities, such as sewer, buried telephone, cable television, water mains, electric duct lines, etc., as shown on the contract drawings have been determined from the best available information, by actual surveys or furnished and taken from the records of the parent utility companies and drawings of existing facilities. However, the City does not assume the responsibility that record information as furnished by the utility companies and drawings of existing facilities is complete, accurate, and in sufficient detail to adequately locate all facilities within the construction area. The Contractor shall verify the detailed locations of all facilities as shown on the plans prior to starting work in the area.

5-2 Protection

Add the following paragraphs at the end of Subsection 5-2:

At least two working days prior to commencing work within the

area, the Contractor shall request the utility owners to identify or otherwise indicate the location of their subsurface facilities. It shall be the Contractor's responsibility to determine the location and depth of all utilities including service connections which have been marked by the representative owners and which he believes may affect or be affected by the work. Full compensation for the ascertainment of utility locations and depths shall be considered included in the prices bid for the other items of work.

All utilities shall be notified by the Contractor in advance, according to their respective advance notice requirements, prior to excavating adjacent to, altering, or in any way modifying their facilities. The Contractor, at his expense, shall maintain in service all existing utilities. Should interruption of such utilities become necessary, the property owners and residents affected shall be notified 48 hours before the interruption.

The Contractor shall protect, support, or perform any other work necessary in order to maintain the operation of utilities in the proximity of the work area. The Contractor shall inform the Engineer in writing of all utilities omitted from or shown incorrectly on the contract plans. The Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations not shown or incorrectly delineated on the contract plans. The Contractor shall conduct his operations so as to permit access to the work site by any affected utility necessary for the relocation or modification to the utility system at no cost to the City.

Any interference by the Contractor with City-owned facilities such as, but not limited to, sewer, water, or storm drain that, in the opinion of the Engineer, creates a safety or health hazard and is not quickly repaired, said damaged facilities may be repaired by City forces and all costs of these repairs will be deducted from contract payments.

#### Section 6 - Prosecution, Progress and Acceptance of the Work

Add the following to section 6-2:

##### 6-2.1 Excess Cost of City Personnel and Inspection Personnel

For any overtime or emergency work beyond a regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays, the charges for City personnel, including inspection, required on the job site shall be the responsibility of the Contractor and all costs therefor shall be deducted from the payments due the Contractor. The cost of the City personnel shall be computed pursuant to adopted City salary schedules, overtime policies, fringe benefits, and overhead costs.

##### 6-3.1 General

Add the following paragraph following paragraph one:

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of