

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

Sand Dune Park and Marine Avenue Park Fence Project

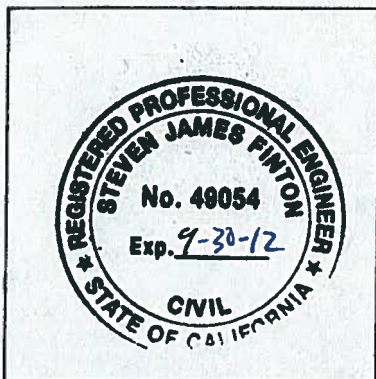


PLAN NO. D-906
Sheets 1 to 3

Completion: 30 Working Days

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

STAMP:



Reviewed by:

Steve Finton, City Engineer

8/7/12
Date

CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
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	7	Responsibilities of the Contractor
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*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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*Addition - Not covered in the Green Book. Retrieve the entire subsection.

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*Addition - Not covered in the Green Book.

**Caltrans Standard Specifications, Section 86

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(Continued)

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*Addition - Not covered in the Green Book.

**Caltrans Standard Specifications, Section 86

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, September 6, 2012, at which time they will be publicly opened and read, for performing work as follows:

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906, Sheets 1 through 3, 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.

Dated: 8-6-12



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, September 6, 2012, sealed proposals for:

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906, Sheets 1 through 3, and the Specifications prepared thereof, which are on file with the Public Works Department.

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

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

(c) Proposal Form

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

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

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

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

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

(e) Interpretation of Contract Documents

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

(f) Bidder's Guaranty

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

(g) Award of Contract

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

(h) Execution of Contract

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 30 working days in accordance with Drawing No. 906, Sheets 1 to 3, 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
Sand Dune Park and Marine Avenue Park Fence Project				
Sand Dune Park, Sheet 2 of 3				
1.	Remove existing 6' C.L. fence. Install new 6' 9 GA. "tan" vinyl C.L. fence. Install new 1-5/8" top & bottom rail. Ref. 1	112 LF	26	2,912
2.	Install removable bollards per Bollard Detail A. Ref. 1	13 EA	490-	6,370-
3.	Remove existing 6' C.L. fence. Install new 6' 9 GA. "tan" vinyl C.L. fence. Install new 1-5/8" top & bottom rail with footings. Ref. 2	477 LF	30	14,310-
4.	SUBTOTAL = Sand Dune Park (sum of items 1 through 3)			23,592-
Marine Avenue Park, Sheet 3 of 3				
5.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Ref. 1	829 LF	14-	11,606-
6.	Remove existing 20' C.L. fence. Install new 20' 9 GA. "green" vinyl C.L. fence. Ref. 2	158 LF	58-	9,164-
7.	Remove existing 40' C.L. fence. Install new 40' 9 GA. "green" vinyl C.L. fence. Ref. 3	94 LF	210-	19,740-
8.	Remove existing 10' C.L. fence. Install new 10' 9 GA. "green" vinyl C.L. fence. Ref. 4	660 LF	16-	10,560-
9.	Remove existing 12' C.L. fence. Install new 12' 9 GA. "green" vinyl C.L. fence. Ref. 5	210 LF	24-	5,040-
10.	Remove existing 13' C.L. fence. Install new 13' 9 GA. "green" vinyl C.L. fence. Ref. 6	20 LF	34	680-
11.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Install new 8' windscreen. Ref. 7	39 LF	29-	1,131-
	(Continued on Next Page)			

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
Marine Avenue Park, Sheet 3 of 3 (continued)				
12.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Install new 4' windscreen. Ref. 8	47 LF	28 -	1,316 -
13.	Remove existing batting cage hitting net. Install new batting cage hitting net. (6,960 Sq. Ft.) Ref. 9	1 LS	8,500	8,500 -
14.	SUBTOTAL = Marine Avenue Park (sum of items 5 through 13)			67,737 -
15.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to- exceed	\$5,000.00
TOTAL BID = (SUM OF ITEMS 5 + 14 + 15)				96,329

Total Bid Cost:

\$

96,329

Total Bid Cost in Writing: \$ Ninety Six thousand three

hundred twenty nine dollars and no 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 757458 A. & C-13


Signature of Bidder

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.)

Lightning Fence Co
(Name of Company or Corporation)

15540 El Camino ENTRADA
(Address)

Roway Ca. 92064
(City) (State) (Zip)

Dated: 9-5-12, 20 12

STATISTICAL INFORMATION ON CONTRACTOR

Sand Dune Park and Marine Avenue Park Fence Project

Firm/Organization Information Form

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

TYPE OF BUSINESS ENTITY:

CORP

(Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):

7-10

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

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

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American	<u>1/2</u> <u>1/2</u>	<u>2</u>	<u>1</u>
Asian American			
American Indian/Alaskan Native	<u>1/8</u> <u>1/8</u>	<u>1</u>	
All Others <u>cauc.</u>	<u>3/8</u> <u>3/8</u>		<u>2</u>

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

Men	<u>2</u>	<u>2</u>	<u>2</u>
Women		<u>1</u>	<u>1</u>

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	%	<u>2-50</u> %	%	<u>2-16</u> %	<u>2-35</u> %
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISE Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES ☐ NO ☒

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME:

Lightning Fence Co

SIGNED:

[Signature]

TITLE:

Pres.

DATE:

9-5-12

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID
Sand Dune Park and Marine Avenue Park Fence Project

State of California)
County of San Diego) ss.

I, Dan Flud, being first duly sworn, deposes and says
that he

or she is President of Lightning Fence Company, 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 Dan Flud, Lightning Fence Company, Inc.

By 

Title President

Organization Lightning Fence Comapny, Inc.

Address 15540 El Camino Entrada, Poway, CA 92064

Subscribed and sworn to before me this 29th day of August
20 12

[Notarial Seal] _____

Notary Public in and for the State of

My commission expires _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On August 29th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

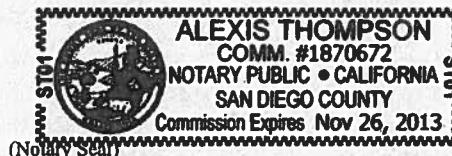
personally appeared Dan Flud

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.

Alexis Thompson
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Thomas W. Thompson Jr., Alexis Thompson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

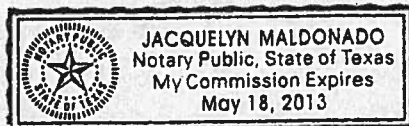
By: 
John Knox Jr., President

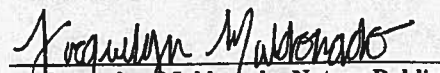
State of Texas
County of Harris

ss:



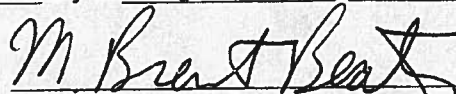
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of August, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On August 29th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

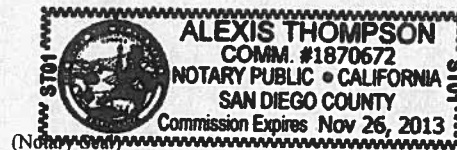
personally appeared Thomas W Thompson Jr,

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.

Alexis Thompson
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
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☐ Other _____

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CONTRACTOR'S QUESTIONNAIRE

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

Re: **Sand Dune Park and Marine Avenue Park Fence Project**

Submitted by Lightning Fence Co

Principal Office 15540 El Camino ENTRADA POWAY CA 9206

Telephone 858 679 6524 PH 6523 (FAX)

Type of Firm: Corporation ☒ Co-Partnership ☐

Individual ☐

Contractor's License No. 757458

If a corporation, answer these questions:

Date of incorporation 6-1-06
State of incorporation CA
President's name Dan Fied
Vice President's name -
Secretary or Clerk's name -
Treasurer's name -

If a co-partnership, answer these questions:

Date of organization -
Name and Address of all partners -

Number of years experience as a Contractor in construction work 28

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

<u>905 FWY</u>	Phone: <u>760 535-3066</u>
<u>SANTA ANA SCHOOLS</u>	Phone: <u>714-925-2156</u>
<u>CITY OF ROLLING HILLS</u>	Phone: <u>310-377-1577</u>
<u>COUNTY OF RIVERSIDE</u>	Phone: <u>951-955-4308</u>

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

<u>INDIO High School</u>	Phone: <u>760-777-7000</u>
<u>TRUMAN ELEMENTARY</u>	Phone: <u>760- - -</u>
<u>SAITON Sr. Coachella</u>	Phone: <u>760-398-3716</u>
<u>CORONA High School</u>	Phone: <u>951-315-8928</u>

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? -

If so, when? NO

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.

LIST OF SUBCONTRACTORS

Sand Dune Park and Marine Avenue Park Fence Project

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

[illegible]

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

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Lightning Fence Company, Inc., as principal, and
SureTec Insurance Company, as surety are held
and firmly bound unto the City of Manhattan Beach in the sum of

Fifteen Thousand Dollars, (\$ 15,000),
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,

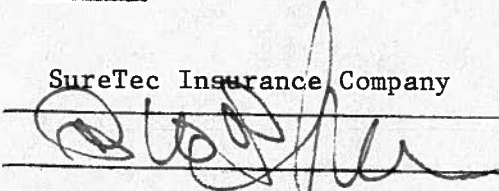
That if the certain proposal of the above bounden Lightning
Fence Company, Inc.
to construct Sand Dune Park and Marine Avenue Park Fence Project per Plan
No. D-906, Sheets 1 to 3, and the Specifications thereof
dated September 6th, 2012 is accepted by the City of Manhattan
Beach, and if the above bounden Lightning Fence Company, Inc.,

his heirs, executors, administrators, successors and assigns, shall duly enter
into and execute a contract for such construction, and shall execute and
deliver the two bonds described within ten days (not including Sunday) from
the date of the mailing of a notice to the above bounden Lightning Fence 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

August 29th, 20 12.

SureTec Insurance Company



Thomas W Thompson Jr
Attorney-In-Fact

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

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and _____, 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:

Sand Dune Park and Marine Avenue Park Fence Project

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

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

Plan No. D-906, Sheets 1 to 3

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: _____

Total Cost In Writing: _____

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

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

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

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

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

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

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

Contractor

By

its

President

and

By

its

Address

15310 El Camino Entrada
Poway CA 92064

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

David N. Carmany, City Manager

The foregoing agreement is hereby approved by me as to form

Public Works Approval

2 M. B...
City Attorney

Bill Friedel

From: Michelle Korbel <MKorbel@admsure.com>
Sent: Wednesday, October 24, 2012 8:44 AM
To: Bill Friedel
Cc: Carolyn Beliso
Subject: RE: Interactive Process Counselor

This could take anywhere from 2-8 weeks for the AME to re-address the restrictions. Carolyn has to prepare an interrogatory notice that MUST be signed by the A/a PRIOR to submitting to the AME requesting he re-address the restrictions. Hopefully, the above steps can be completed ASAP; however, we are not allowed to hound the AME to prepare a response immediately.

Have a great day!

Michelle Korbel

Workers Compensation Administrator

AdminSure

1470 S. Valley Vista Drive, Suite 230
Diamond Bar, CA 91765
Phone: (909) 861-0816
Direct: (909) 396-5831
Fax: (909) 860-3995

 Please consider the environment before printing my email

From: Bill Friedel [<mailto:bfriedel@citymb.info>]
Sent: Wednesday, October 24, 2012 8:41 AM
To: Michelle Korbel
Cc: Carolyn Beliso
Subject: RE: Interactive Process Counselor

Hi Michelle

I've sent Nick Corso an email to see if he is available next week Thursday or Friday. I'll be meeting the Cathy this morning to discuss next steps. Do you have any idea how long it might take the AME to make a determination on changing the permanent work restrictions he put in place?

Bill Friedel

Human Resources Analyst

P: (310) 802-5255
E: bfriedel@citymb.info



From: Michelle Korbel [<mailto:MKorbel@admsure.com>]
Sent: Wednesday, October 24, 2012 8:32 AM
To: Bill Friedel

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2012

PRODUCER 120
Tom Thompson Insurance Agency,
P.O. Box 710100
3914 Murphy Canyon Rd. Ste # A-138
San Diego, CA 92171-0100

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

INSURED Lightning Fence Co., Inc., dba: Ligh
Construction Specialties
15540 El Camino Entrade
Poway, CA 92064

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: GOLDEN EAGLE INSURANCE CO. 10375
INSURER B: AMERICAN STATES INSURANCE CO. 19704
INSURER C: TOWER SELECT INS. CO. A-X 50035
INSURER D: MT HAWLEY INS CO A-X 37974
INSURER E:

LIGH00

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP 2860895	03/19/2012	03/19/2013	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01-CI-499460-1	10/17/2011	10/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0.	CU 8753689	03/19/2012	03/19/2013	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCC 0026178 00	02/02/2012	02/02/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
D	OTHER Excess Liability	MXL0370510	05/01/2012	05/01/2013	Occurrence 4000000 Aggregate 4000000

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

The City of Manhattan Beach and its officers, employees, elected officials, volunteers and members of boards and commissions are additional insureds with primar & non-contributory wording with waiver of subrogation and per project aggregate as required by contract per the endorsements attached. Job: Sand Dune Park & Marine Ave. Park Fence Project.

CERTIFICATE HOLDER

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266

CANCELLATION 10-Day Notice for Non-Payment of Prem

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~MAIL~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~WHICH MAY BE BY FIRST CLASS MAIL OR BY REGISTERED MAIL WITH RETURN RECEIPT REQUESTED~~

AUTHORIZED REPRESENTATIVE

TJT

Forming a part of

Policy Number: CBP2860895

Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY

Named Insured:

LIGHTNING FENCE CO. INC.

DBA: LIGHTNING CONSTRUCTION

REFER TO NAMED INSURED SCHEDULE

Agent:

TOM THOMPSON INS AGENCY INC

Agent Code: 1029448

Agent Phone: (858)-279-5951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART.</p> <p>SCHEDULED LOCATION OF COVERED OPERATIONS: ANY LOCATION AT WHICH YOU PERFORM WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED UNDER THE TERMS OF THIS ENDORSEMENT.</p>	
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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Forming a part of

Policy Number: CBP2860895	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: LIGHTNING FENCE CO. INC. DBA: LIGHTNING CONSTRUCTION REFER TO NAMED INSURED SCHEDULE	Agent: TOM THOMPSON INS AGENCY INC Agent Code: 1029448 Agent Phone: (858)-279-5951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGAN. WHEN YOU AND SUCH PERSON OR ORGAN HAVE AGREED IN WRITING IN A CONTRACT, AGREEMENT OR PERMIT THAT SUCH PERSON OR ORGAN. BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY TO PROVIDE INSURANCE SUCH AS IS AFFORDED UNDER THIS COVERAGE PART.

Location And Description Of Completed Operations:

ANY LOCATION AT WHICH YOU PERFORMED WORK DESCRIBED IN WRITING IN THE CONTRACT, AGREEMENT OR PERMIT FOR A PERSON OR ORGANIZATION THAT HAS BEEN QUALIFIED AS AN ADDITIONAL INSURED IN THIS ENDORSEMENT

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

Forming a part of

Policy Number: CBP 2860895	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: LIGHTNING FENCE CO. INC. DBA: LIGHTNING CONSTRUCTION REFER TO NAMED INSURED SCHEDULE	Agent: TOM THOMPSON INS AGENCY INC Agent Code: 1029448 Agent Phone: (858)-279-5951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

PER 17-59(0694)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Forming a part of

Policy Number: CBP 2860895	
Coverage is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: LIGHTNING FENCE CO. INC. DBA: LIGHTNING CONSTRUCTION REFER TO NAMED INSURED SCHEDULE	Agent: TOM THOMPSON INS AGENCY INC Agent Code: 1029448 Agent Phone: (858)-279-5951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

ALL NAMED INSURED'S PROJECTS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL AUTO
CA 71 10 03 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage"
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit"

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- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

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.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

Blanket
Auto Waiver
→

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

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.

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

The requirement in LOSS CONDITION 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; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

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. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under **Section IV — Business Conditions, Paragraph B.7.b.e(1)** is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

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

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.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. 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.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.

3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

Bond: #5146157

Premium: \$1,445.00

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Lightning Fence Co., Inc.as principal, and SureTec Insurance Co.

a corporation organized and existing under the laws of the State of _____,
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 Ninety-Six Thousand Three Hundred
Twenty-Nine Dollars (\$ 96,329.00), 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 October 16, 2012 for the
construction of

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906,
Sheets 1 through 3, and the Specifications prepared thereof

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum
of Ninety-Six Thousand Three Hundred Twenty Nine Dollars

Dollars (\$ 96,329.00), 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 20th day of September,
20 12.

Lightning Fence Co., Inc.

15540 El Camino Entrada

Poway, CA 92064

Principal Dan Flud, President

SureTec Insurance Co

3033 5th Ave., Suite 300

San Diego, CA 92103

Surety Thomas W. Thompson, Jr.
Attorney-in-Fact

The foregoing bond is hereby approved
by me as to form

Tom Ban
City Attorney

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Thomas W. Thompson Jr., Alexis Thompson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

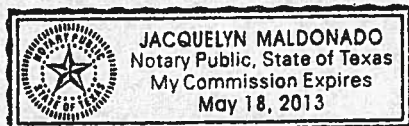
By: 
John Knox Jr., President

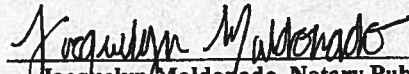
State of Texas
County of Harris

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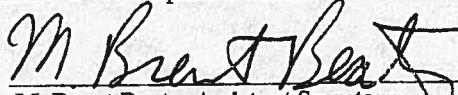
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of September, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public
(Here insert name and title of the officer)

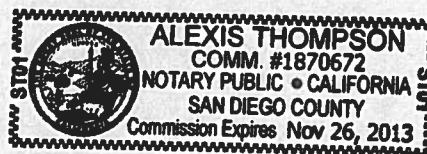
personally appeared Thomas W Thompson Jr

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)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
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- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

personally appeared Dan Flud

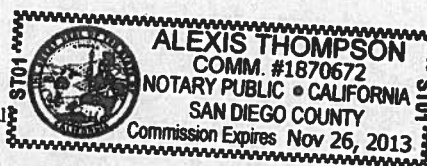
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Alexis Thompson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CITY OF MANHATTAN BEACH

Bond No. 5146157LABOR AND MATERIALS BOND

Premium \$1,445.00

KNOW ALL MEN BY THESE PRESENTS:

That we, Lightning Fence Co., Inc.as principal, and SureTec Insurance Co.

as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State of California, in the sum of Nintety-Six Thousand Three Hundred Twenty-Nine Dollars

(\$96,329.00) 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

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906,
Sheets 1 through 3, and the Specifications prepared thereof

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 5 of Division 4, Part 6, Title 3, 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 5 of Division 4, Part 6, Title 3 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.

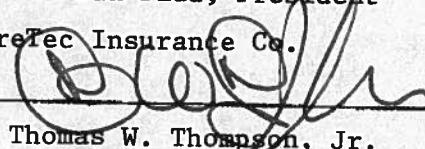
The said surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligation on or under 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 20th day of September, 2012.

Lightning Fence Co., Inc.


Principal, Dan Flud, President

SureTec Insurance Co.


Surety Thomas W. Thompson, Jr.
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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Thomas W. Thompson Jr., Alexis Thompson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

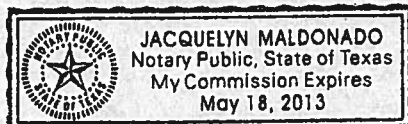
By: 
John Knox Jr., President

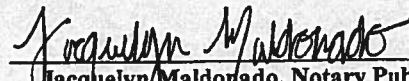
State of Texas
County of Harris

ss:



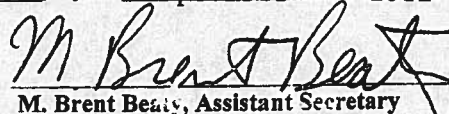
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of September, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public
(Here insert name and title of the officer)

personally appeared Thomas W Thompson Jr

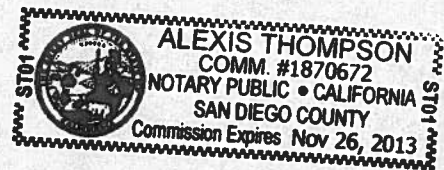
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



ADDITIONAL OPTIONAL INFORMATION

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(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

personally appeared Dan Flud

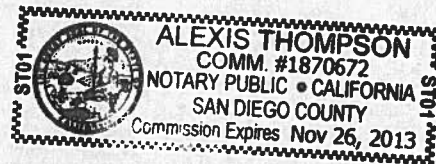
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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(Title or description of attached document continued)

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CAPACITY CLAIMED BY THE SIGNER

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☐ Corporate Officer

(Title)

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☐ Attorney-in-Fact
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Bond #: 5146157

Premium: \$1,445.00

**CITY OF MANHATTAN BEACH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Lightning Fence Co., Inc.as principal, and SureTec Insurance Co.

a corporation, incorporated, organized, and existing under the laws of the State of Texas 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 Ninety-Six Thousand Three Hundred Twenty-Nine Dollars (\$ 96,329.00), 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 16th day of October, 2012, with the said City of Manhattan Beach for Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906, Sheets 1 through 3, and the Specifications prepared thereof

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 Lightning Fence Co., 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 Lightning Fence Co., 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 20th day of September, 2012.

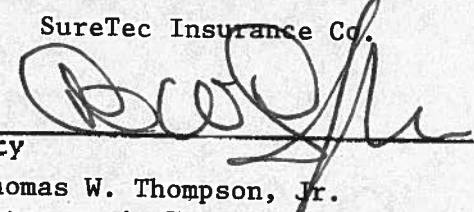
Lightning Fence Co., Inc.

(CORPORATE SEAL)


Principal Dan Flud, President

SureTec Insurance Co.

(CORPORATE SEAL)


Surety

Thomas W. Thompson, Jr.
Attorney-in-Fact

The foregoing bond is hereby approved
by me as to form


City Attorney

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Thomas W. Thompson Jr., Alexis Thompson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

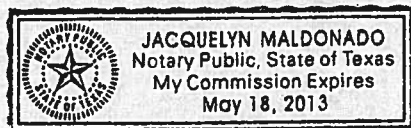
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President

State of Texas ss:
County of Harris



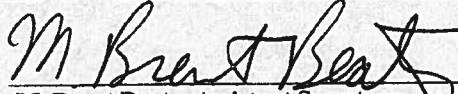
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 20th day of September, 2012, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

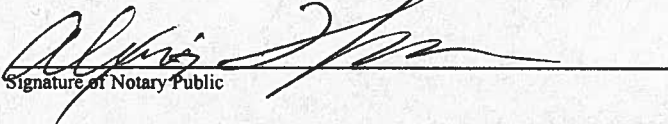
On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

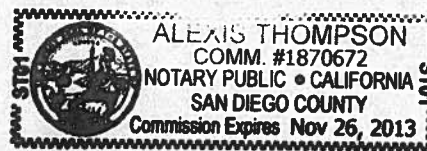
personally appeared Thomas W Thompson Jr

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)

ADDITIONAL OPTIONAL INFORMATION

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(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

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CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Sept. 20th, 2012 before me, Alexis Thompson, Notary Public,
(Here insert name and title of the officer)

personally appeared Dan Flud

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.

Alexis Thompson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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):

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906,
Sheets 1 through 3, and the Specifications prepared thereof
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 _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (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

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):

Sand Dune Park and Marine Avenue Park Fence Project per Plan No. D-906,

Sheets 1 through 3, and the Specifications prepared thereof

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 _____ at 12:01 a.m.
and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (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

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH

Sand Dune Park and Marine Avenue Park Fence Project

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>
----------------------	---------------------	----------------	------------------

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 Sand Dune Park and Marine Avenue Park Fence Project
 PROJECT NO. D-906, Sheets 1 through 3

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.								
15.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4. above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

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.

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 work shall not entitle the Contractor to any additional compensation.

Add at the end of Section 6-7.2

6-7 Time of Completion.

6-7.1 Generally the time of completion shall be as noted on the Contractor's Proposal.

6-7.2.1 Hours of Work

The Contractor shall not conduct any operations or perform any work pertaining to the project as defined herein, between the hours of 5:00 p.m. and 7:30 a.m. on any day nor on Saturday, Sunday, or holidays at any time except as approved by the Engineer. In the event that the Contractor abuses the hours of work requirement, a written warning will follow. After each additional warning, a \$200.00 penalty will be deducted from the contract amount.

6-9 Liquidated Damages

The liquidated damages value is hereby amended to be \$500 per day.

Section 7 - Responsibilities of the Contractor in the Conduct of His Work

Revise to read as follows:

7-3 Public Liability and Property Damage Insurance

Delete section 7-3 and replace with the following:

Insurance Requirements.

Commencement of Work. CONTRACTOR shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place, all of the insurance coverages required in this Section 7. CONTRACTOR'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONTRACTOR shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

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

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for

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

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

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or
- (2) CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

Verification of Compliance. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

7-3.1 Contractor's Responsibility for Work

Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

7-3.2

The Contractor shall indemnify and save harmless the City of Manhattan Beach, the City Council, inspection personnel, and the Engineer from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain so much of the money due the Contractor as shall be considered necessary, until disposition has been made of such suits or claims for damages as aforesaid.

7-3.3 Responsibilities for Damage

The City of Manhattan Beach, the City Council, inspection personnel, and the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property for any cause

whatsoever.

7-5 Permits and Licenses

Revise to read:

The Contractor shall procure all permits and licenses (including a City of Manhattan Beach business license), pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City of Manhattan Beach permits required for the performance of the contract shall be issued on a "no fee" basis. Permits required by other agencies shall be obtained by the City for all work within the City of Manhattan Beach.

Section 8 - Facilities for Agency Personnel

8-1 General.

The Contractor need provide no separate facilities for agency personnel, however, he shall permit unlimited use by the Engineer or his duly authorized representative of any field office, toilet facility, or other temporary job site facility.

Section 9 - Measurement and Payment

9-3 Payment

9-3.1 General

Add at the end of this Subsection:

Whenever the Contractor is required to perform work or furnish equipment, labor, tools, and materials of any class for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools, and material shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the proposal most closely related to the work and no additional compensation will be made therefor.

If any portion of the work done or materials furnished under the contract shall prove defective or not in accordance with the Specifications and contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

9-3.2 Partial & Final Payment

Delete and replaced with the following:

In accordance with these Specifications, the monthly payment date is hereby set as the second Wednesday following the first Tuesday of each month. If the above date falls on a holiday, the payment date shall be the first subsequent working day.

The Contractor shall prepare and submit the form attached herewith (See Page 25) or his own form, in an identical format, to the Engineer for all requests for progress payments for the work performed in accordance with the provisions of the contract during the preceding month. The progress payment request shall be submitted no later than thirteen (13) working days prior to the monthly payment dates established above. Late submittals shall be held for consideration by the City Council at the next regularly scheduled meeting.

The City will make partial payment to the Contractor for the work performed; said partial payment will be made in accordance with the certified estimate approved by the Engineer as set forth herein. The City will retain 5% of the amount of each such estimate until 35 days after the date on which the project is accepted as complete and until all obligations of the Contractor pursuant to the contract have been discharged.

The City may withhold payments to the Contractor including, but not limited to, retained percentage, liquidated damages, defective work not remedied, reasonable doubt that this contract can be completed for the balance then unpaid, excess cost of City personnel and inspection personnel, and other valid claims against the Contractor.

Acceptance by the Contractor of said payment made in accordance with said final estimate shall be a release to the City, its officers, agents, and employees excepting only claims against the City for any amount withheld by it at the time of such payment.

Section 10 - Special Project Site Maintenance and Public Convenience and Safety

Section 10 is hereby added to the Standard Specifications as follows:

Pursuant to the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions, the Contractor is responsible for project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 7-8 and Section 7-10 of the Standard Specifications and these Special Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 3-3 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

Section 11: Construction and Demolition Waste Management Plan

Section 11.1 General

To ensure that solid waste generated in the City of Manhattan Beach is reduced, reused or recycled, contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four (4) status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. Contractor shall resubmit plan with each of the City's questions answered thoroughly.
- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then re-submit a new WMP that complies with the requirements of this article or request an Infeasibility Exemption.
- "Infeasibility Exemption Approved"

The Contractor shall follow the WMP and document results during demolition and construction. Final documentation shall be submitted at the end of the project to the Engineer for review of compliance with the original WMP. The amount deducted from the final estimate and retained by the City in accordance with Section 9.3.1 and 9.3.2 shall be withheld until final WMP is submitted to the City and approved by City.

Section 11.2 Definitions

- a) "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- b) "Construction and Demolition Debris" means used or discarded materials removed from premises during construction of project.
- c) "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.
- d) "Divert" means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.
- e) "Diversion Requirement" means the diversion of at least fifty (50) percent of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.

- f) "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- g) "Renovation" means any change, addition, or modification in an existing structure.
- h) "Reuse" means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.
- i) "Salvage" means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.
- j) "Construction and Demolition Waste Management Plan" means a completed form, approved by the Engineer for the purpose of compliance with this Article, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.
- k) "Construction and Demolition Waste Management Report" means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

Section 11.3 Infeasibility Exemption

- a. Application: If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that he or she submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.
- b. The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.
- c. If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked "Infeasibility Exemption Approved."
- d. Denial of Exemption: If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor will have 15 days to resubmit a new WMP. If the Contractor fails to

resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

Section 11.4 Diversion Measurement

The methodology used to calculate diversion is based on the Title 14, California Code of Regulations, Article 6.1 Solid Waste Generation Study, Section 18722 et seq, and is consistent with California Integrated Waste Management Board measurement protocols. The following equation defines the "Generation-Based Diversion Quantification Methodology":

$$\begin{aligned} \text{Generation} &= \text{Disposal} + \text{Diversion} \\ \text{Diversion Rate (\%)} &= \frac{\text{Diversion Tons}}{\text{Generation Tons}} \end{aligned}$$

Section 11.5 Additional Information

Other materials to assist the Contractor in completing the WMP can be found on the City of Manhattan Beach's website at www.citymb.info.

- Construction and Demolition Debris Recycling Guide
- Construction and Demolition Recycling Brochure

The California Integrated Waste Management Board has also developed Technical Assistance Literature regarding construction and demolition waste reduction and recycling, which is available on-line at <http://www.ciwmb.ca.gov/ConDemo/>.

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan

Contractor shall list all materials that will be reused, recycled or disposed from project.

The required goal is to reuse or recycle at least 50% of project waste

Use tons to quantify total estimated waste and percentages of materials (see conversion table below). Ask your hauler, recycler or site cleanup vendor to assist you with this WMP.

A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.

Project Name: _____

Location: _____

Type of Project: ☐ Street Improvement ☐ Water Main ☐ Sewer Main
☐ Storm Drain ☐ Other

Total Bid Price: \$ _____

Requesting Infeasibility Exemption: ☐ Yes ☐ No

Contractor Name: _____ Contact Name: _____

Address: _____ Contact Phone: _____

Recycler: _____ Recycler Contact: _____

Recycler Address: _____ Recycler Contact Phone: _____

	CITY USE ONLY	
	Application (Date)	Final (Date)
Approved	_____	_____
Further explanation needed (see attached)	_____	_____
Denied	_____	_____
Infeasibility Exemption Approved	_____	_____
Reviewed By	_____	_____

Submit this form and the attached Waste Management Plan Table to:

**Engineering Division
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266**

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan Table

Project Name: _____

Total Estimated Waste Generated by Project: _____ (in tons).
(Ask your hauler, recycler or site cleanup vendor to assist you. Use receipts from your previous jobs for estimates)

Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval		
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete					
Bricks/Masonry/Tiles					
Building Materials (doors, windows, fixtures, etc.)					
Cardboard					
Concrete Pavement and Grindings					
Drywall (new, unpainted)					
Asphalt Pavement Grindings					
Landscape Debris (Plant & Tree Trimmings)					
Scrap Metal					
Unpainted Wood & Pallets					
Other (painted wood & drywall, roofing, etc.)					
Mixed C&D*					
Trash/Garbage					
TOTAL					

If you are requesting an infeasibility exemption and the estimated amount reused/recycled is less than 50%, please explain why (attach additional sheets if necessary):

If the actual amount reused/recycled is less than 50%, please explain why:

* Mixed C&D is defined as a mixture of three or more materials (e.g. wood, drywall, roofing, etc.) from construction or demolition sites that will be taken to a "qualified" facility for recycling (See C&D Debris Recycling Guide).

Prepared by (please print): _____ Date: _____

Contractor Signature: _____ Phone Number: _____

Conversion Rates

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from 1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 - 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 - 350 lbs/cy	0.5 - 0.175 tons/cy

PART 2
CONSTRUCTION MATERIALS

Section 201 - Concrete, Mortar, and Related Materials

201-1 **Portland Cement Concrete**

201-1.1 **Requirements**

201-1.1.1 **General**

The following paragraph shall be added following paragraph 3:

The Contractor shall furnish the Engineer with a copy of the mix design to be used and with a legible, certified weight-master's certificate for each load of P.C.C. delivered to the project. Portland cement concrete delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 **Concrete Specified by Class**

Portland Cement Concrete to be of Concrete Class No. 565-C-3250P.

Section 203 - Bituminous Materials

203-6 **Asphalt Concrete**

203-6.1 **General**

The following paragraph shall be added following paragraph 2:

Asphalt concrete shall be Class and Grade C2-PG 64-10 for overlays and finish courses and Class and Grade B-PG 64-10 for base courses.

Section 206 - Miscellaneous Metal Items

206-6 **Chain Link Fence**

206-6.1 **General**

The following paragraph shall be added following paragraph 2:

For purposes of size, manufacture, and fittings, center rails shall be considered as top rails.

206-6.3 **Chain Link Fabric**

The wire barbs on all new chain link fabric shall be turned down.

206-7 **Valves & Fire Hydrants**

206-7.1 **General**

Section 206-7 is hereby added to Section 206 of the Standard

Specifications as follows:

All valves shall be new, manufactured in the United States, and shall be designed to withstand a minimum water working pressure of 150 psi. All ferrous surfaces of valves and appurtenances shall be protected as required in Subsection 310-6 of the Standard Specifications. All nuts, bolts, and washers shall be either galvanized or cadmium plated.

206-7.2 Resilient Seat Gate Valves, Mueller or Approved Equal

Gate valves, size 3 inches through 12 inches, shall be the resilient seat, solid wedge, non-rising stem type designed by 200 psi working pressure. Valves shall conform to AWWA C509.

Valve body, bonnet, stuffing box cover, operating nut, and disc shall be constructed of cast iron ASTM A126, Class B, or ductile iron ASTM A395 or A536. Stem seals shall be of the O-ring type.

Valves for buried service shall have a 2-inch square operating nut. Valves shall open with a counter-clockwise rotation of the operator.

Flange faces shall be coated with heavy oil or light grease for protection during shipment and handling.

206-7.3 Valve Covers

All buried valves shall be provided with valve covers as manufactured by Brooks Products, model 4-TT, having the word "WATER" in raised letters on top.

206-7.4 Corporation Stops - Mueller, Rich or Approved Equal

Corporation stops shall be ground key or ball type; shall be made of bronze conforming to ASTM B61 or B62; and shall be suitable for the working pressure of the system. Ends shall be appropriate for connection to the service piping. Threaded ends for inlet and outlet of corporation stops shall conform to AWWA C800; compression coupling nut for connection to polyethylene plastic tubing shall conform to AWWA C901. If the Contractor chooses to pressure test the water main after installation of corporation stops, the corporation stops shall be rated for the testing pressure.

206-7.5 Fire Hydrant Assemblies

Fire hydrants shall be CLOW 2060 or approved equal, as indicated on the Plans. The assembly shall include bury, valve all appurtenances shown on plan for fire hydrants including water main tee with thrust block. All hydrants shall be equipped with yellow plastic hose caps of "Cyclac" plastic or approved equal with chains. The exterior surface of the fire hydrant assembly above ground shall be painted with a minimum of one coat of red lead primer and two yellow finish coats of Rust-Oleum No. 1-659 or approved equal.

Section 207 - Pipe

207-2 Reinforced Concrete Pipe

207-2.9 Basis for Acceptance

The following paragraph shall be added following paragraph 1:

The basis for acceptance shall be method (1) the D-load bearing strength test. Compliance with these Specifications, inspection of the pipe manufacture, and inspection of the completed pipe.

207-2.9.2 D-Load Test

The following paragraphs shall be added following paragraph 1:

The test will be conducted before any shipment of pipe to the project site occurs. Certified test results will be submitted to the Engineer. The City shall be given notice at least two (2) weeks in advance of the proposed test date so that its representative may be present if so desired.

Reinforcing steel for reinforced concrete pipe greater than 108 inches in diameter shall be Grade 60 billet steel conforming to ASTM A-615.

207-6 Asbestos Cement Sewer & Storm Drain Pipe

Delete the entire subsection as this type of pipe shall not be used.

207-7 Asbestos Cement Pressure Pipe

Delete the entire subsection as this type of pipe shall not be used.

207-8 Vitrified Clay Pipe

Add at the end of this subsection:

207-8.1 General

The sewer conduits shall be extra strength vitrified clay pipe and shall comply with the requirements set forth in Section 207-8 of the Standard Specifications.

The Contractor shall furnish the Engineer written certification from the manufacturer that all pipe and fittings furnished comply in every respect with the plans, Specifications, and applicable standards in which reference is made. No delivery of materials shall be made until the Engineer has given approval of the manufacturer's certification.

The vitrified clay pipe joints shall be Type "D" or Type "G" joints in conformance with Sections 208 and 306 of the Standard Specifications. However, Type "D" joints shall only be permitted at join points with existing sewer pipe.

207-9 Cast Iron & Ductile Iron Pipe

Amend reference to ductile iron pipe to read as follows:

207-9.1 General

Delete and replace with the following:

Water mains and fittings shall be cement mortar lined, Class 50 ductile iron pipe rated at 350 psi and conforming to ANSI 21.51-1991 and AWWA C-151-91 Specifications. Pipe thickness shall be as required for laying condition No. 5 at 3.50 feet minimum depth of cover.

207-20 Copper Pipe

Add the following at the end of this section:

Copper pipe shall be Type "K" and shall conform to (ASTM B88-62) Federal Specification WW-T-799a; fittings shall be brass compression type. The Contractor shall see to it that all copper piping shall be free from bends and twists before backfilling. Any bent or twisted copper piping shall be replaced immediately.

Section 208 - Pipe Joints, Types and Materials

Add the following at the end of Section 208:

208-6 Ductile Iron Pipe Joints

208-6.1 Rubber "O" Ring Gasket Joints for Ductile Iron Pipe

Unless otherwise shown on the plans, all pipe shall have rubber "O" ring push-on type joints. The rubber gasket joint used shall be "Tyton Joint" as produced by U.S. Pipe and Foundry Company or approved equal.

Field cuts shall be thoroughly cleaned and tapered as recommended by the pipe manufacturer.

208-6.2 Flanged and Mechanical Joints

Flanged and mechanical joints shall conform to the Standard Specifications. All valves and fittings shall be mechanical joint unless otherwise specified. Fire hydrant valves shall be flanged to the tee and mechanical to the hydrant connection.

Gaskets shall be used at all flanged joints and shall be ring-type, cloth-inserted, rubber gaskets, 1/16" thick. The gaskets shall extend from the inside diameter of the flange to at least the inside edge of the bolt holes.

All permanently exposed iron or steel surfaces such as flanges, bolts, nuts, couplings, etc., shall be protected by painting with 1/8 inch thick coat of EC-244 as manufactured by Minnesota Mining and Manufacturing Company (or approved equal) and then covered with two layers of burlap before backfilling. The EC-244 shall be applied in accordance with the manufacturer's instructions.

208-6.3 Miscellaneous Plumbing Hardware and Service Connections

Corporation stops, copper and brass fittings, curb stops, meter boxes, service clamps, and similar materials shall be Mueller, Rich, or approved equal. The Engineer shall have the authority to approve the use of any material and reject those not deemed to be in conformance with the appropriate AWWA standards or the intended use.

Schedule of Materials

Brand

(a) Corporation Stop	Mueller H-15000 with (CC) thread or approved equal.
(b) Copper Connector	Mueller H-15405 or approved equal. (Union)
(c) Curb Stop	Mueller H-14255 or approved equal.
(d) Meter Box	Brook No. 36-R for 3/4" S.C. 37-S for 1" S.C. 38-S for 1-1/2" S.C. 65-S for 2" S.C.

Section 209 - Electrical Components (Traffic, Street Lights)

Add the following paragraph prior to subsection 209-1:

Electrical Equipment materials and components for traffic signal and highway safety lighting systems shall conform to California Department of Transportation Standard Plans and Standard Specifications, Section 86, "Signals and Lighting," dated January 1988, except as noted on the Plans and in Section 307 of these Special Provisions.

Section 210 - Paint and Protective Coatings

210-1.5 Paint Systems

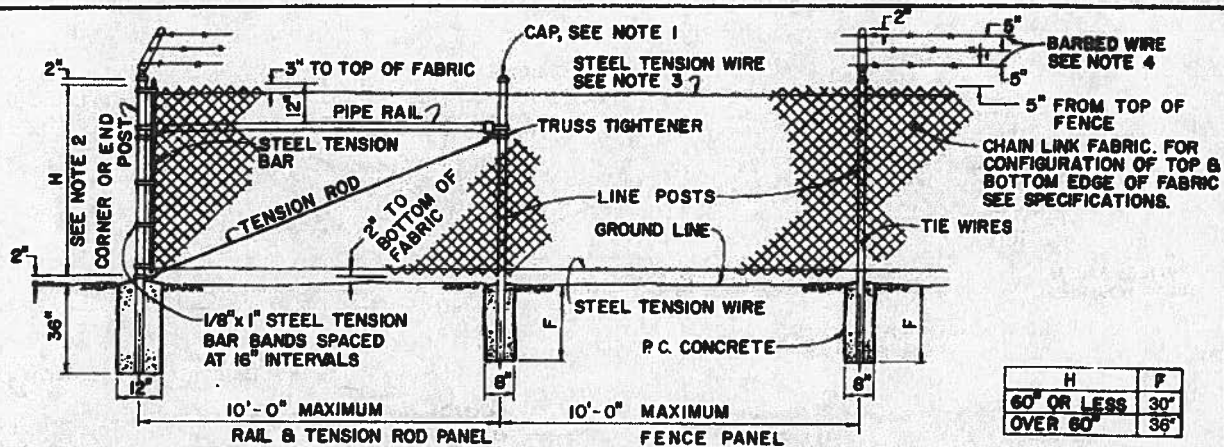
Protective coating to be employed shall be for galvanized metal-surfaces, and shall use the corresponding paint system, with finish coat color of aluminum green.

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking

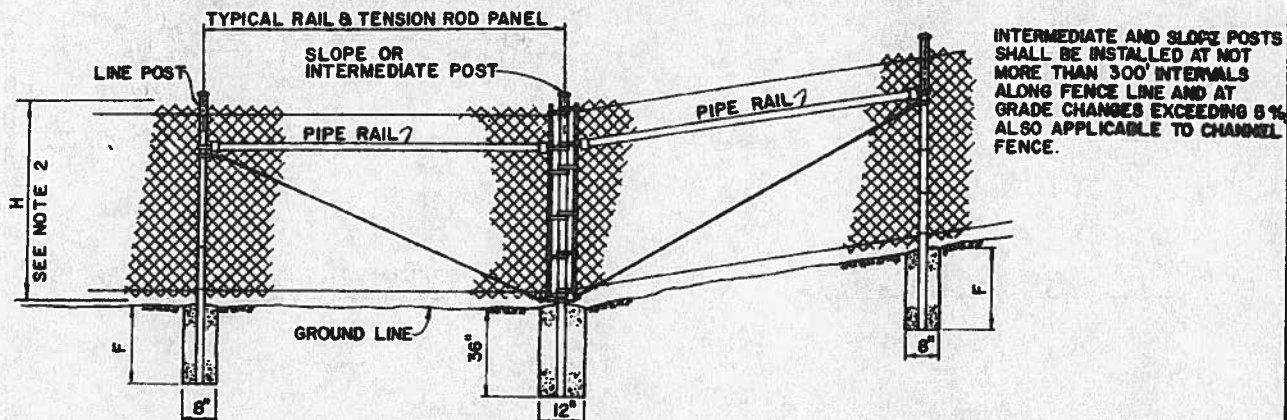
210-1.6.1 General

The following paragraph shall be added following paragraph 1:

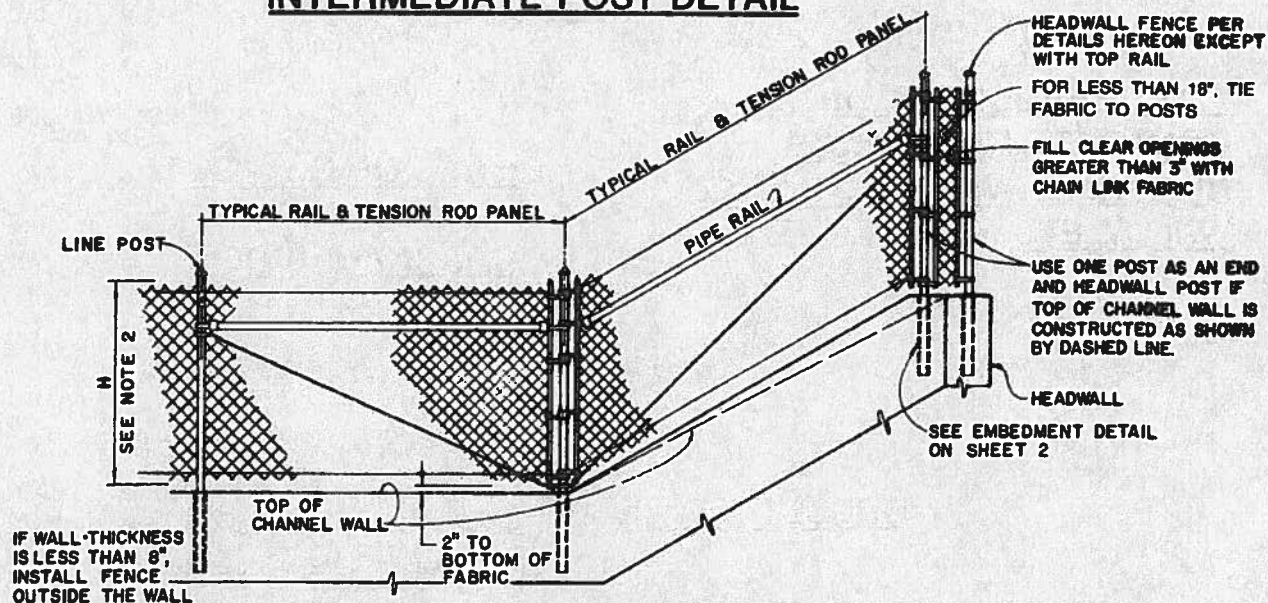
Paint for traffic striping shall be rapid dry with reflective material dropped on (except for black striping) during application. Paint for crosswalks, limit lines, arrows, other pavement legends, and reflectorized curb markings shall be reflective pre-mixed rapid dry with additional reflective material dropped on during application.



TYPICAL FENCE ELEVATION



INTERMEDIATE POST DETAIL



CHANNEL WALL AND WINGWALL DETAIL AT HEADWALL

AMERICAN PUBLIC WORKS ASSOCIATION - SOUTHERN CALIFORNIA CHAPTER

PROMULGATED BY THE APWA-AGC
JOINT COOPERATIVE COMMITTEE
1984

CHAIN LINK FENCE AND GATES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

600-0

SHEET 1 OF 2

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
BASE BID ITEMS				
Sand Dune Park, Sheet 2 of 3				
1.	Remove existing 6' C.L. fence. Install new 6' 9 GA. "tan" vinyl C.L. fence. Install new 1-5/8" top & bottom rail. Ref. 1	112 LF	19	\$2,128
2.	Install removable bollards per Bollard Detail A. Ref. 1	13 EACH	500	\$6,500
3.	Remove existing 6' C.L. fence. Install new 6' 9 GA. "tan" vinyl C.L. fence. Install new 1-5/8" top & bottom rail with footings. Ref. 2	477 LF	25	\$11,925
SUBTOTAL = Sand Dune Park (sum of items 1 through 3) =				\$20,553
Marine Ave. Park, Sheet 3 of 3				
4.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Ref. 1	829 LF	12	\$9,948
5.	Remove existing 20' C.L. fence. Install new 20' 9 GA. "green" vinyl C.L. fence. Ref. 2	158 LF	75	\$11,850
6.	Remove existing 40' C.L. fence. Install new 40' 9 GA. "green" vinyl C.L. fence. Ref. 3	94 LF	150	\$14,100
7.	Remove existing 10' C.L. fence. Install new 10' 9 GA. "green" vinyl C.L. fence. Ref. 4	660 LF	15.5	\$10,230
8.	Remove existing 12' C.L. fence. Install new 12' 9 GA. "green" vinyl C.L. fence. Ref. 5	210 LF	19	\$3,990
9.	Remove existing 13' C.L. fence. Install new 13' 9 GA. "green" vinyl C.L. fence. Ref. 6	20 LF	21	\$420
10.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Install new 8' windscreen. Ref. 7	39 LF	34	\$1,326
11.	Remove existing 8' C.L. fence. Install new 8' 9 GA. "green" vinyl C.L. fence. Install new 4' windscreen. Ref. 8	47 LF	30	\$1,410
12.	Remove existing batting cage hitting net. Install new batting cage hitting net. 6960 SQ. FT Ref. 9	1 LS	4000	\$4,000
13.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	Lump Sum	Not-to-exceed	\$5,000
SUBTOTAL = Marine Ave. Park (sum of items 4 through 13) =				\$62,274
BASIS OF BID = Total Base Bid (sum of items 1 through 13) =				\$82,827