

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

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of June, 2017, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Palp Inc. dba Excel Paving Company, 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:
2. Manhattan Beach Boulevard Pavement Resurfacing, Traffic Signal Modification and Median Improvement Project and the Redondo Ave, 10th St, 11th St and Oak Ave Resurfacing 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:

Manhattan Beach Boulevard Pavement Resurfacing, Traffic Signal Modification and Median Improvement Project and the Redondo Ave, 10th St, 11th St and Oak Ave Resurfacing Project

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: \$1,156,427.35

Total Cost In Writing: One Million One Hundred Fifty-Six Thousand, Four Hundred Twenty Seven Dollars and 35/100 cents .

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.

AGREEMENT  
(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

Curtis P Brown III

and

Its

President

By

Michele E. Drakulich

2230 Lemon Avenue

Address

Long Beach, CA 90806

Its

Asst.

Secretary

ATTEST:

CITY OF MANHATTAN BEACH

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

\_\_\_\_\_  
Mark Danaj, City Manager

The foregoing agreement is hereby  
approved by me as to form

\_\_\_\_\_  
Public Works Approval

\_\_\_\_\_  
City Attorney

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 5/11/17 before me, A. Henderson, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Michele E. Drakulich,

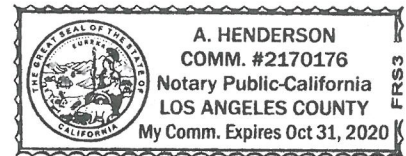
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

A. Henderson  
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

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