

**ATTACHMENT 3**

**Cycle 1 Storm Drain Improvements Project**

**Contractors Bid Proposal and Agreement**

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. SD-274, Sheets 1 to 8, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

BASE BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1.	SPOT REPAIR 30" REINFORCED CONCRETE PIPE OF 6 LINEAR FEET	1 EA	\$ <u>12,000</u> <sup>00</sup> EA	<u>12,000</u> <sup>00</sup>
2.	SPOT REPAIR 21" REINFORCED CONCRETE PIPE OF 6 LINEAR FEET	1 EA	\$ <u>9,300</u> <sup>00</sup> EA	<u>9,300</u> <sup>00</sup>
3.	SPOT REPAIR 18" REINFORCED CONCRETE PIPE OF 6 LINEAR FEET	1 EA	\$ <u>8,000</u> <sup>00</sup> /LF	<u>8,000</u> <sup>00</sup>
4.	SPOT REPAIR 18" REINFORCED CONCRETE PIPE, 2 LOCATIONS OF 12 LINEAR FEET AND 1 LOCATION OF 13 LINEAR FEET	3 EA	\$ <u>11,500</u> <sup>00</sup> EA	<u>34,500</u> <sup>00</sup>
5.	SPOT REPAIR 18" REINFORCED CONCRETE PIPE OF 21 LINEAR FEET	1 EA	\$ <u>16,000</u> <sup>00</sup> EA	<u>16,000</u> <sup>00</sup>
6.	SPOT REPAIR 12" REINFORCED CONCRETE PIPE OF 12 LINEAR FEET	1 EA	\$ <u>10,500</u> <sup>00</sup> EA	<u>10,500</u> <sup>00</sup>
7.	JOIN EXISTING CATCH BASIN PER DETAILS	6 EA	\$ <u>6,300</u> <sup>00</sup> EA	<u>37,800</u> <sup>00</sup>
8.	INSTALL 15" REINFORCED CONCRETE PIPE	125 LF	\$ <u>355</u> <sup>00</sup> /LF	<u>44,375</u> <sup>00</sup>
9.	INSTALL 18" REINFORCED CONCRETE PIPE	55 LF	\$ <u>220</u> <sup>00</sup> /LF	<u>12,120</u> <sup>00</sup>
10.	ABANDON EXISTING SD & INSTALL 12" REINFORCED CONCRETE PIPE	207 LF	\$ <u>303</u> <sup>00</sup> /LF	<u>62,721</u> <sup>00</sup>
11.	INSTALL 18" TO 42" JUNCTION STRUCTURE PER SPPWC STD 332-2	1 EA	\$ <u>2,500</u> <sup>00</sup> EA	<u>2,500</u> <sup>00</sup>
12.	INSTALL 12" TO 18" JUNCTION STRUCTURE PER SPPWC STD 332-2	1 EA	\$ <u>1,500</u> <sup>00</sup> EA	<u>1,500</u> <sup>00</sup>
13.	INSTALL 18" TO BOX TRANSITION STRUCTURE PER SPPWC STD 340-2	1 EA	\$ <u>2,750</u> <sup>00</sup> EA	<u>2,750</u> <sup>00</sup>
14.	REMOVE EXISTING MANHOLE	1 LS	\$ <u>3,000</u> <sup>00</sup>	<u>3,000</u> <sup>00</sup>
15.	INSTALL NEW MANHOLE PER DETAILS	1 LS	\$ <u>15,000</u> <sup>00</sup>	<u>15,000</u> <sup>00</sup>
16.	CONSTRUCT 12" LATERAL & JOIN EXISTING CATCH BASIN	1 EA	\$ <u>3,500</u> <sup>00</sup> EA	<u>3,500</u> <sup>00</sup>
17.	JOIN EXISTING STORM DRAIN MANHOLE	2 EA	\$ <u>2,000</u> <sup>00</sup> EA	<u>4,000</u> <sup>00</sup>

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
18.	REMOVE EXISTING 18" REINFORCED CONCRETE PIPE	55 LF	\$ <u>50<sup>00</sup></u> /LF	<u>2,750<sup>00</sup></u>
19.	REMOVE EXISTING 15" CORRUGATED METAL PIPE	125 LF	\$ <u>40<sup>00</sup></u> /LF	<u>5,000<sup>00</sup></u>
20.	REMOVE EXISTING 18" CORRUGATED METAL PIPE	13 LF	\$ <u>40<sup>00</sup></u> /LF	<u>520<sup>00</sup></u>
21.	PERFORM HEAVY DUTY CLEANING ON EXISTING 18" REINFORCED CONCRETE PIPE	50 LF	\$ <u>30<sup>00</sup></u> /LF	<u>1,500<sup>00</sup></u>
22.	PERFORM POST CONSTRUCTION CCTV	393 EA	\$ <u>10<sup>00</sup></u> EA	<u>3,930<sup>00</sup></u>
23.	REMOVE EXISTING SIDEWALK AND REPLACE TO MATCH	362 SF	\$ <u>22<sup>00</sup></u> /SF	<u>8,145<sup>00</sup></u>
24.	REMOVE AND RESTORE GUTTER PER PLANS	500 SF	\$ <u>33<sup>00</sup></u> /LF	<u>16,500<sup>00</sup></u>
25.	REPLACE LANDSCAPE FEATURES ABOVE STORM DRAIN PIPE TO MATCH EXISTING.	1 LS	\$ <u>2,500<sup>00</sup></u>	<u>2,500<sup>00</sup></u>
26.	SAWCUT, REMOVE, AND DISPOST OF EXISTING ASPHALT PAVEMENT, AND CONSTRUCT 2" FINISHED COURSE ASPHALT CONCRETE, OVER 3" BASE COURSE ASPHALT CONCRETE, OVER 3" CRUSHED AGGREGATE BASE.	1833 SF	\$ <u>35<sup>00</sup></u> /SF	<u>64,155<sup>00</sup></u>
27.	MOBILIZATION AND DEMOBILIZATION.	1 LS	\$ <u>41,932<sup>00</sup></u>	<u>41,932<sup>00</sup></u>
28.	TRAFFIC CONTROL.	1 LS	\$ <u>20,000<sup>00</sup></u>	<u>20,000<sup>00</sup></u>
29.	TRENCH SAFETY MEASURES.	1 LS	\$ <u>14,040<sup>00</sup></u>	<u>14,040<sup>00</sup></u>
30.	GEOTECHNICAL TESTING.	1 LS	\$ <u>3,500<sup>00</sup></u>	<u>3,500<sup>00</sup></u>
31.	CONSTRUCTION SURVEYING.	1 LS	\$ <u>3,000<sup>00</sup></u>	<u>3,000<sup>00</sup></u>
32.	SPECIAL PROJECT SITE MAINTENANCE AND PUBLIC CONVENIENCE AND SAFETY (NOT TO EXCEED PRICE FOR COMPARISON OF BIDS ONLY AND MAY NOT BE THE FINAL PAYMENT) PER SSPWC 3-3 & SECTION NO. 10.	1 LS	\$10,000	\$10,000
TOTAL BASE BID (ITEMS 1-32)				<u>477,018<sup>00</sup></u>

Total Bid Cost: \$ 477,018<sup>00</sup>

Total Bid Cost in Writing: \$ FOUR HUNDRED SEVENTY SEVEN THOUSAND  
EIGHTEEN DOLLARS AND 00 CENTS.

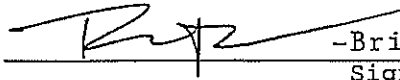
## ADD ALTERNATE BID ITEMS

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
33.	PERFORM HEAVY DUTY CLEANING ON EXISTING 24" STORM DRAIN PIPE	323 LF	\$ <u>23<sup>00</sup></u> /LF	7,429 <sup>00</sup>
	FURNISH AND INSTALL 24" CURED IN PLACE PIPE INSIDE 24" STORM DRAIN PIPE	323 LF	\$ <u>102<sup>00</sup></u> /LF	32,946 <sup>00</sup>
	PERFORM PRE-CONSTRUCTION CCTV	323 LF	\$ <u>1<sup>50</sup></u> /LF	484 <sup>50</sup>
	PERFORM POST CONSTRUCTION CCTV	323 LF	\$ <u>1<sup>50</sup></u> /LF	484 <sup>50</sup>
	MOBILIZATION AND DEMOBILIZATION.	1 LS	\$ <u>1,316<sup>00</sup></u>	1,316 <sup>00</sup>
TOTAL ADD ALTERNATE BID FOR ITEM 33				42,660 <sup>00</sup>
34.	FURNISH AND INSTALL 24" CURED IN PLACE PIPE INSIDE 24" STORM DRAIN PIPE	430 LF	\$ <u>102<sup>00</sup></u> /LF	43,860 <sup>00</sup>
	PERFORM PRE-CONSTRUCTION CCTV	430 LF	\$ <u>1<sup>50</sup></u> /LF	645 <sup>00</sup>
	PERFORM POST CONSTRUCTION CCTV	430 LF	\$ <u>1<sup>50</sup></u> /LF	645 <sup>00</sup>
	MOBILIZATION AND DEMOBILIZATION.	1 LS	\$ <u>1,316<sup>00</sup></u>	1,316 <sup>00</sup>
TOTAL ADD ALTERNATE BID FOR ITEM 34				46,466 <sup>00</sup>
35.	PERFORM HEAVY DUTY CLEANING ON EXISTING 18" STORM DRAIN PIPE	70 LF	\$ <u>23<sup>00</sup></u> /LF	1,610 <sup>00</sup>
	FURNISH AND INSTALL 18" CURED IN PLACE PIPE INSIDE 18" STORM DRAIN PIPE	70 LF	\$ <u>342<sup>00</sup></u> /LF	23,940 <sup>00</sup>
	PERFORM PRE-CONSTRUCTION CCTV	70 LF	\$ <u>1<sup>50</sup></u> /LF	105 <sup>00</sup>
	PERFORM POST CONSTRUCTION CCTV	70 LF	\$ <u>1<sup>50</sup></u> /LF	105 <sup>00</sup>
	MOBILIZATION AND DEMOBILIZATION.	1 LS	\$ <u>1,316<sup>00</sup></u>	1,316 <sup>00</sup>
TOTAL ADD ALTERNATE BID FOR ITEM 35				27,076 <sup>00</sup>
36.	FURNISH AND INSTALL 21" CURED IN PLACE PIPE INSIDE 21" STORM DRAIN PIPE	50 LF	\$ <u>509<sup>00</sup></u> /LF	25,450 <sup>00</sup>
	PERFORM PRE-CONSTRUCTION CCTV	50 LF	\$ <u>1<sup>10</sup></u> /LF	58 <sup>00</sup>
	PERFORM POST CONSTRUCTION CCTV	50 LF	\$ <u>1<sup>10</sup></u> /LF	58 <sup>00</sup>
	MOBILIZATION AND DEMOBILIZATION.	1 LS	\$ <u>1,316<sup>00</sup></u>	1,316 <sup>00</sup>
TOTAL ADD ALTERNATE BID FOR ITEM 36				26,883 <sup>00</sup>
TOTAL ADD ALTERNATE BID (ITEMS 33-36)				143,085 <sup>00</sup>

Total Base Bid plus Add Alternate Bid Cost: \$ 620,103<sup>00</sup>

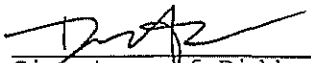
Total Base Bid plus Add Alternate Cost in Writing: \$ SIX HUNDRED TWENTY THOUSAND ONE HUNDRED THREE DOLLAR AND 00 CENTS.

The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed. The undersigned also take full responsibility to monitor the City's website and hereby acknowledge there are NONE (List number issued or if none, indicate '0') addendum/addenda issued for this specific project bid document. The addendum/addenda have been signed and attached to this Contractor's Proposal.

  
\_\_\_\_\_  
Signed -Brian A. Clarke, President

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. 325884.

  
\_\_\_\_\_  
Signature of Bidder -Brian A. Clarke, President 9/8/17  
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.)

Clarke Contracting Corporation  
(Name of Company or Corporation)

4646 Manhattan Beach Blvd.  
(Address)

Lawndale, CA 90260  
(City) (State) (Zip)

Dated: September 8, 2017.

**STATISTICAL INFORMATION ON CONTRACTOR****Cycle 1 Storm Drain Improvement Project****Firm/Organization Information Form**

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

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

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** 23

**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		1	
Hispanic/Latin American			15
Asian American		1	
American Indian/Alaskan Native			
All Others	3	1	2

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

Men			
Women			

**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	%	%	%	%	100 %
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 X


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

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

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

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

FIRM NAME: Clarke Contracting Corporation

SIGNED:  -Brian A. Clarke TITLE: President

DATE: 9/8/17

NONCOLLUSION DECLARATION  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
[Public Contract Code Section 7106]

Cycle 1 Storm Drain Improvement Project

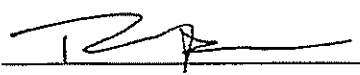
The undersigned declares:


I am the President of Clarke Contracting Corp the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed Person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any Person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed

on September 8, 2017 [date], at Lawndale [city],  
California [state].

Signature: 

Signature: 

Printed Name: Brian A. Clarke, President Printed Name: Robert F. Clarke, Secretary

Date: 9/8/17

Date: 9/8/17

This form must be notarized.



# CERTIFICATE OF ACKNOWLEDGMENT

State of California

} ss.

County of Los Angeles

On September 8, 2017 before me, Kelli J. Meier, Notary Public,  
Date Name, Title of Officer (e.g. "Jane Doc, Notary Public")

personally appeared Brian A. Clarke and Robert F. Clarke, who proved to me  
Name(s) of Signer(s)

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.

Kelli J. Meier  
Signature of Notary Public



(Notary Seal)

## OPTIONAL

Although the information requested below is OPTIONAL, it could prevent fraudulent reattachment of this certificate to unauthorized documents.

### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
X CORPORATE OFFICER

President and Secretary  
Title(s)

PARTNER(S) LIMITED  
GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

Cycle 1 Storm Drain Improvement Project  
Plan No. SD-274  
City of Manhattan Beach  
Non-Collusion Declaration

### TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DOCUMENT DATE

### SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

Clarke Contracting Corporation

SIGNER(S) OTHER THAN NAMED ABOVE

Re: Cycle 1 Storm Drain Improvement Project

Contractor's DIR Registration No. 1000001461

Treasurer's name John J. Clarke

\_\_\_\_\_

Phone: .

Phone:

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

If so, when? N/A

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

## Cycle 1 Storm Drain Improvement 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.

Name under which subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
Southwest Pipeline & Trenchless Corp	773862-A	22118 S. Vermont Ave Torrance, CA 90502	CIPP LINING
<del>C.T. Concrete</del> <sup>os</sup>	<del>488722</del> <sup>os</sup>	<del>1635 W. Gladstone St.</del> <sup>os</sup> <del>AZUSA, CA 91702</del>	<del>Concrete Flatwork</del> <sup>os</sup>
<del>LNA Concrete Structures, Inc.</del> <sup>os</sup>	<del>611949</del> <sup>os</sup>	<del>15455 Fern St.</del> <sup>os</sup> <del>Chino Hills, CA 91709</del>	<del>Concrete Structures</del> <sup>os</sup>
WEST PACIFIC CONCRETE	1614531	200 E BEVERLY BL MONTEBELLO, CA 90640	CONCRETE STRUCTURES & MINOR CONCRETE

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, Clarke Contracting Corporation, as principal, and  
Federal Insurance Company, as surety are held  
and firmly bound unto the City of Manhattan Beach in the sum of

Ten percent of the total amount of the bid \_\_\_\_\_ Dollars, (\$ 10% ),  
to be paid to the said City or its certain attorney, its successors  
and assigns; for which payment, well and truly to be made, we bind  
ourselves, our heirs, executors and administrators, successors or  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden Principal

to construct Cycle 1 Storm Drain Improvement Project

dated September 28, 2017 is accepted by the City of

Manhattan Beach, and if the above bounden Principal,  
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 Principal 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  
27th day of

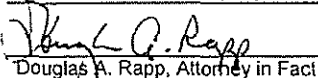
September, 20 17.

Clarke Contracting Corporation



-Brian A. Clarke, President

Federal Insurance Company

  
Douglas A. Rapp, Attorney in Fact

## 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 Orange

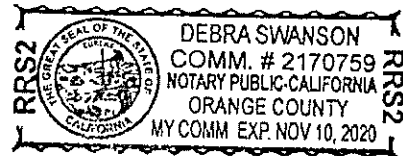
On September 27, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
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 Debra Swanson (Seal)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

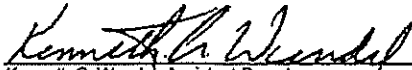
**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

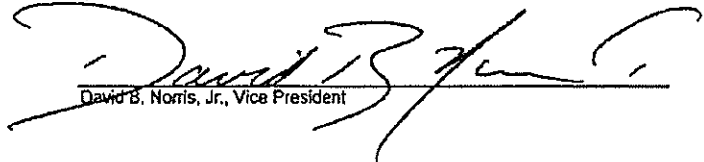
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.



Kenneth C. Wendel, Assistant Secretary



David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

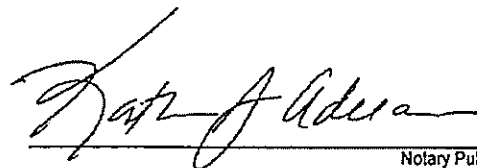
County of Somerset

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2014**



Notary Public

### CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

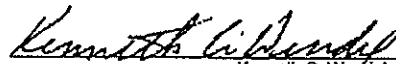
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **27th** day of **September, 2017**.





Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: [surety@chubb.com](mailto:surety@chubb.com)

# CERTIFICATE OF ACKNOWLEDGMENT

State of California

} ss.

County of Los Angeles

On September 28, 2017 before me, Kelli J. Meier, Notary Public,  
Date Name, Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Brian A. Clarke, who proved to me  
Name(s) of Signer(s)

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.

Kelli J. Meier  
Signature of Notary Public



(Notary Seal)

## OPTIONAL

Although the information requested below is OPTIONAL, it could prevent fraudulent reattachment of this certificate to unauthorized documents.

### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
X CORPORATE OFFICER

President  
Title(s)

PARTNER(S) LIMITED  
GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

Cycle 1 Storm Drain Improvement Project  
Per Plan No. SD-274  
City of Manhattan Beach  
Bid Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DOCUMENT DATE

### SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

Clarke Contracting Corporation

SIGNER(S) OTHER THAN NAMED ABOVE



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

THIS AGREEMENT, made and entered into this 5th day of December 2017, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Clarke Contracting Corporation, 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:

**Cycle 1 Storm Drain Improvement 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:

**Cycle 1 Storm Drain Improvement 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: \$477,018.00

Total Cost In Writing: Four Hundred Seventy-Seven Thousand, Eighteen

Dollars and 00/100 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.

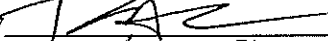
All of the above named documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

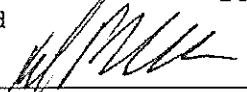
4. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same 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  Brian A. Clarke  
Its President

and  
By  Robert F. Clarke  
Its Secretary

4646 Manhattan Beach Blvd. Lawndale, CA 90260  
Address

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