



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Public Works Director
Juan Price, Maintenance Superintendent

DATE: June 21 2011

SUBJECT: Consideration to Authorize the City Manager to Award a Contract to C.T. Georgiou Painting Co. for the Facilities Maintenance Painting 2011 Project for an Amount Not-to-Exceed \$45,500.00

RECOMMENDATION:

It is recommended that the City Council pass a motion to:

1. Authorize the City Manager to Award a contract in the amount of \$ 45,500.00 to C.T. Georgiou Painting Co. for the Facilities Maintenance Painting 2011 Project;
2. Authorize the City Manager to approve additional work in an amount not-to-exceed \$4,550.00 (10%), if required.

FISCAL IMPLICATION:

There is adequate funding in the Contract Services portion of the Building Maintenance operating budget (615-18-041-5101) approved by City Council for fiscal year 2010-2011 to cover contract costs.

Expenditures		
Construction Contract (C.T. Georgiou Painting Co.)	\$45,500.00	45,500.00
Contingency (10%)	\$4,550.00	4,550.00
TOTAL ESTIMATED EXPENDITURES	\$00.00	\$50,55000
Estimated Balance After Completion		\$70,000.00

BACKGROUND:

In developing a sustainable and programmed approach to the City's facilities maintenance programs, there is an established a goal to paint the exterior of structures every 5 years and the

interiors every 3 years. The facilities included in the current contract include the City Hall plaza area including railings, elevator structure, Live Oak Recreation Hall, Live Oak tennis monitor office, and the Public Works Facility.

The project bidding was split into “base” work and the ability to add additional work as budget allowed in the form of additive alternates. The basis of award was predicated upon the “base” portion of the project. The chosen contractor submitted the lowest bid on both the base project, as well as additive alternates, and the combinations of costs are reflected in the recommended award.

Environmental Review

In accordance with the California Environmental Quality Act (CEQA) of 1970, this project is Categorically Exempt (Section 15301, Class 1(c)). A Notice of Exemption has been filed with the County Clerk’s office.

DISCUSSION:

Bid Proposals

This project was advertised for bids in the Beach Reporter, the City’s publisher of record and several standard construction industry publications, including the Dodge Green Sheet, Reed Construction Data, and Associated General Contractors of America. Additionally, potential bidders were invited and strongly encouraged to attend a guided job walk that was conducted at all identified locations, allowing clarification of contract expectations and familiarization with site specifics. Subsequently, 13 sets of plans and specifications were provided to contractors, subcontractors and material suppliers. A total of six bids were received and opened on May 12, 2011, as follows:

Bidders

No.	Contractor	Base Bid Amount	Additive Alternate	Total
1	C T Georgiou Painting Co	\$21,400	\$24,100	\$45,500
2	Color New Company	\$28,300	\$33,330	\$61,630
3	Omega Construction Company Inc	\$24,400	\$50,350	\$74,750
4	AJ Fistes Corporation	\$49,896	\$28,312	\$78,208
5	Pacific Painting Company Inc	\$34,000	\$49,000	\$83,000
6	Piana Construction & Painting Inc	\$47,400	\$41,900	\$89,300
7	Everlast Painting Co	\$41,000	\$58,000	\$99,000
8	Escazu Painting	\$54,269	\$52,947	\$107,216
9	Leo’s A-C Inc	\$50,000	\$60,500	\$110,500
10	Fix Painting Company	\$51,700	\$91,000	\$142,700
11	Union Construction	\$53,000	\$90,000	\$143,000
12	KM Industrial, Inc	\$71,400	\$80,800	\$152,200
13	Tony’s Painting	\$124,750	\$86,500	\$211,250
	Engineers Estimate			\$150,000

C.T. Georgiou Painting Co.’s bid was reviewed by the Public Works Department and found to be

responsive. Though lower than staff's estimate, C.T. Georgiou Painting Co. has indicated that they wish to proceed with the project. Detailed discussion with the company owner indicated that he is familiar with public works contracts and has over 20 years experience working with them, understands that this is a prevailing wage contract, and is secure in his knowledge of the specifications contained within the submitted contract documents. Staff reviewed C.T. Georgiou Painting Co.'s, contractor's license, license bond, and Workmen's Compensation Insurance history and found them to be in order. C.T. Georgiou Painting Co. has completed projects as a prime contractor for the City of Burbank Water and Power as well as a subcontractor for work completed at Los Angeles Community College District; Citrus Continuation High School, Fontana; Riverside Community College; La Sierra/La Vista High School, Riverside; and Rosedale Middle School, Bakersfield among others. Additionally, references indicate C.T. Georgiou Painting Co. has the knowledge and capability to complete the work in a timely and workmanlike fashion.

Authorization of Additional Work by the City Manager

It is recommended that the City Manager be authorized to approve contingency funds in an amount not-to-exceed \$4,550.00 (10% of contract cost) to complete unforeseen work. A report of any additional work will be provided to the City Council at the end of the project

Schedule

It is estimated that construction will begin in late June, 2011 and be complete in 30 working days.

Attachments: A. Construction Contract- C.T. Georgiou Painting, Inc.

cc: Henry Mitzner, Controller
Jeanne D. O'Brien, Accountant

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA
Bid No. 839-11

Facilities Maintenance Painting 2011



Completion: **45** Working Days

Richard Montgomery, Mayor

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266

Telephone: (310) 802-5310

PROJECT MANAGERS:

Juan Price, Maintenance Superintendent
Keith Darling, Maintenance Supervisor
Clay Curtin, Management Analyst

Reviewed by:

for 
Jim Arndt
Public Works Director

CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

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

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 May 12, 2011, at which time they will be publicly opened and read, for performing work as follows:

Facilities Maintenance Painting 2011

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: Liza Tamura /s/
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 May 12, 2011, sealed proposals for:

Facilities Maintenance Painting 2011

(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 45 working days in accordance with 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
1.	Civic Center Plaza			
a.	Civic Center Plaza Hand Rails	1	lump sum	2,800
b.	Plaza Architectural Walls	1	lump sum	1,200
c.	Elevator Structure and Stairwell	1	lump sum	4,000
2.	Live Oak Recreation Center	1	lump sum	3,800.
3.	Live Oak Recreation Hall	1	lump sum	1,800
4.	Public Works Facility Bldg "A" Utilities Office Interior			2,800
5.	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	Not to Exceed Lump Sum	\$5,000
*BASIS OF BID = Total Base Bid (sum of items 1a., 1b., 1c., 2, 3, 4, 5) =				21,400.
ADDITIVE ALTERNATE BID ITEMS - The City reserves the right to include any or all additive alternate Items at the time of contract award. Bidders must include a price for all Additive Alternate Items. The Price entered for an Additive Alternate Bid Item would be added to the Base Bid amount.				
6.	Public Works Facility			
a.	Building A	1	lump sum	11,500
b.	Building B	1	lump sum	1,900
c.	Building C	1	lump sum	6,500
d.	Hazmat, Compressor, Paint Storage	1	lump sum	2,200
e.	Misc Structures, Containers, Shed	1	lump sum	2,000

Total Base Bid Cost (Numerals): \$ 21,400.⁰⁰

Total Base Bid Cost in Writing: \$ _____

Twenty one thousand four hundred Dollars

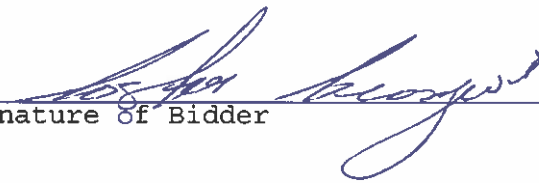
The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.


Signed _____

* Award will be based on the Base Bid only, specifically items 1a., 1b., 1c., 2, 3, 4.

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. 635916.


Signature of Bidder

Owner
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.)

C.T. GEORGIU PAINTING CO
(Name of Company or Corporation)

433 LECOUVEUR AVE
(Address)

Wilmington, CA 90744
(City) (State) (Zip)

Dated: 05.09, 2011.

STATISTICAL INFORMATION ON CONTRACTOR

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: SOLE PROPRIETORSHIP
(Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 12

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		1	
Asian American			
American Indian/Alaskan Native			
All Others			10

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

Men	9		
Women	3		

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

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: C.T. GEORGIU PAINTING CO

SIGNED: [Signature] **TITLE:** Owner

DATE: 05.09.2011

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

State of CALIFORNIA)

County of LOS ANGELES) ss.
)

I, COSTAS GEORGIU, being first duly sworn, deposes and says that he

or she is OWNER of C.T. GEORGIU PAINTING CO 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 C.T. GEORGIU PAINTING CO
By [Signature]
Title OWNER
Organization SOLE PROPRIETORSHIP
Address 433 LECOUVEUR AVE, WILMINGTON, CA 90744

Subscribed and sworn to before me this 9th day of MAY
2011

[Notarial Seal]

[Signature]
PLEASE SEE ATTACHED

Notary Public in and for the State of

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 05-11-11 before me, Triny Garcia Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Costas Georgiou
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(e) 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: Triny Garcia
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

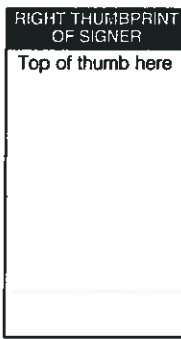
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CONTRACTOR'S QUESTIONNAIRE

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

Re: FACILITIES MAINTENANCE PAINTING 2011

Submitted by C.T. GEORGIU PAINTING CO

Principal Office _____

Telephone (310) 834-8015

Type of Firm: Corporation _____ Co-Partnership _____

Individual

Contractor's License No. 635916

If a corporation, answer these questions:

- Date of incorporation _____
- State of incorporation _____
- President's name _____
- 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 18

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

- CITRUS CONTINUATION H.S. (55% completed) Phone: (909) 484-1009
- SOUTH REGION #1 SPAN K-8 (LAUSD) (65% completed) Phone: (310) 684-4038
- WOODBRIDGE H.S. (IRVINE UNIFIED) (40% completed) Phone: (949) 697-3919
- PA-40 (IRVINE USD) (20% completed) Phone: (949) 939-8851

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

- PLEASE SEE ATTACHED . Phone: _____
- Phone: _____
- 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? _____

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

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
<u>No Subs</u>			

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

Bond No. 1103

KNOW ALL MEN BY THESE PRESENTS,

That we, C.T. Georgiou Painting Co., as principal, and

Safeco Insurance Company of America, as surety are held

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

TEN PERCENT OF THE 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 _____

C.T. Georgiou Painting Co.

to construct Facilities Maintenance Painting 2011 - #839-11

dated May 12, 2011 is accepted by the City of Manhattan

Beach, and if the above bounden C.T. Georgiou Painting Co.,

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 *SEE BELOW* 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 3rd day of May, 2011.

C.T. Georgiou Painting Co.
Principal

By: [Signature]
Costas T. Georgiou - Owner

Safeco Insurance Company of America
Surety

By: [Signature]
Ryan Mantle - Attorney in Fact

****C.T. Georgiou Painting Co.****

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange }
 On 5-3-2011 before me, Mary Martignoni - Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Ryan Mantle
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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 Mary Martignoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

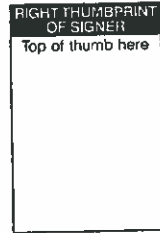


Signer Is Representing: _____

Safeco Insurance
Company of America

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9018

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LES M. MANTLE; RYAN MANTLE; Fullerton, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13 - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business ... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3rd day of May, 2011



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

C. T. GEORGIU PAINTING CO.

433 LECOUVREUR AVE. WILMINGTON CA 90744
LICENSE # 635916 B, C-33

TEL: (310)834-8015

FAX: (310) 834-1660

05/09/2011

EMAIL: GEOR123@PACBELL.NET

WORK IN PROGRESS

PROJECTS CURRENTLY ON HAND

- *RUSD- Redondo Unified School District
Small Gym & Aquatics Center
99% completed
Amount: \$77,000.00
Manuel Galvan 310-937-3101*
- *Citrus Continuation High School
(Fontana Unified School District)
55% completed
Amount: \$216,900.00
Ruben G. Acosta: 909-484-1009*
- *South Region #1 Span K-8 (LAUSD)
65% completed
Amount: \$265,000.00
P.J. Roach: 310-684-4038*
- *Woodbridge High School
(Irvine Unified School District)
40% completed
Amount: \$72,450.00
David Kelly 949-697-3919*

- *Dr. Augustine Ramirez Intermediate School
(Corona Norco Unified School District)
40% completed
Amount: \$367,770.00
Jim Lewis 909-947-3768*

- *PA-40 Middle School
(Irvine Unified School District)
20% completed
Amount: \$212,770.00
Jonathan Keene 949-939-8854*

THANK YOU
COSTAS GEORGIU, OWNER



C. T. GEORGIU PAINTING CO.

433 LECOUVREUR AVE. WILMINGTON CA 90744

LICENSE # 635916 B, C-33

TEL: (310)834-8015
FAX: (310) 834-1660

05/09/2011

WORK REFERENCES

- (VARIOUS PROJECTS-LAUSD)
\$50,000.00 DOLLARS
OCTOBER 28, 2008
ATHENA ENGINEERING INC
RICHARD CHIERA: (909) 599-0947 / (909) 971-8433
- ADELANTO S.D. OFFICE EXPANSION
\$402,000.00 DOLLARS
SEPTEMBER 2009
GOTT CONSTRUCTION
TERRY GOTT: (909) 982-7916 / (909) 982-8951
- SOLANO ELEM. SCHOOL
\$197,000.00 DOLLARS
APRIL 2009
LOS ANGELES UNIFIED S.D
RUDY LOPEZ: (213) 633-3526 / (213) 215-0759
- BUCHANAN ELEM. SCHOOL
\$717,000.00 DOLLARS
MAY 2009
LOS ANGELES UNIFIED S.D.
RUDY LOPEZ: (213) 633-3526 / (213) 215-0759
- MESA COLLEGE- ALLIED HEALTH BLDG.
\$140,000.00 DOLLARS
OCTOBER 2009
SAN DIEGO COMMUNITY COLLEGE DISTRICT
GIL CAMARENA: (858) 569-0193 / (858) 569-6681
- JOC BAKERSFIELD - VARIOUS PROJECTS
\$500,000.00 DOLLARS
JULY 2008
VERONICA MENDOZA: (661) 868-3091



C. T. GEORGIYOU PAINTING CO.

433 LECOUVREUR AVE. WILMINGTON CA 90744

LICENSE # 635916 B, C-33

TEL: (310)834-8015
FAX: (310) 834-1660

05/09/2011

WORK REFERENCES

- CITRUS VALLEY HIGH SCHOOL
\$560,000.00 DOLLARS
NOVEMBER 2009
REDLANDS UNIFIED SCHOOL DIST.
BOB CAMBRIDGE: (909) 947-3768 / (909) 947-3823
- COLLEGE OF THE CANYONS
\$155,000.00 DOLLARS
AUGUST 2009
SANTA CLARITA COMM. COLLEGE DIST.
GINA DE TOLVE: (661) 362-5702 / (661) 362-5703
- (VARIOUS PROJECTS-LAUSD)
\$500,000.00 DOLLARS
2006-2008
LOS ANGELES UNIFIED S.D
STACY HAYES: (213) 792-2179 / (213) 763-3098
- FLOURNOY ELEM. SCHOOL
\$757,000.00 DOLLARS
DECEMBER 2009
LOS ANGELES UNIFIED S.D
RUDY LOPEZ: (213) 633-3526 / (213) 215-0759
- MIRAMONTE ELEM. SCHOOL
\$202,750.00 DOLLARS
OCTOBER 2010
LOS ANGELES UNIFIED S.D.
SERGIO INFANZON (213) 745-1479 / (213) 745-1488



C. T. GEORGIU PAINTING CO.

433 LECOUVREUR AVE. WILMINGTON CA 90744

LICENSE # 635916 B, C-33

TEL: (310)834-8015
FAX: (310) 834-1660

05/09/2011

WORK REFERENCES

- STREET LIGHT POLE PAINTING
\$125,000.00 DOLLARS
JUNE 2009
BURBANK WATER & POWER
RIAD SLEIMAN: (818) 238-3654 / (818) 238-3594
- CARMELITOS HOUSING DEVELOPMENT
\$450,000.00 DOLLARS
THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
NOVEMBER 2010 MAUREEN NG (323)260-3473
- RIVERSIDE COMMUNITY COLLEGE (STUDENT SUCCESS CENTER)
\$68,000.00 DOLLARS
AUGUST 2010
PROWEST CONSTRUCTORS
CINDY NECARATO (951) 273-0510 / (951) 678-1034
- LACCD NORTHEAST CAMPUS (VDK-BAKERY)
\$358,000.00 DOLLARS
SEPTEMBER 2010
USSCAL BUILDERS, INC.
SHARON ESPINOSA (323) 550-8192 / (323) 550-8136
- LACCD FRANKLIN HALL MODERNIZATION
\$210,000.00 DOLLARS
JUNE 2010
USSCAL BUILDERS, INC.
BING MARTINO (714) 828-4882 / (714) 828-9498
- LA SIERRA/LA VISTA HIGH SCHOOL
\$329,000.00 DOLLARS
AUGUST 2010
LUNDGREN MANAGEMENT
SHAWNA GOMEZ (909) 574-8988



C. T. GEORGIU PAINING CO.

433 LECOUVREUR AVE. WILMINGTON CA 90744

LICENSE # 635916 B, C-33

TEL: (310)834-8015

FAX: (310) 834-1660

05/09/2011

WORK REFERENCES

- **RIALTO ELEMENTARY SCHOOL #19**
\$174,000.00 DOLLARS
SEPTEMBER 2010
LEDESMA & MEYER CONSTRUCTION CO.
JENNY JOHNSON (909) 476-0592
- **CLEVELAND HIGH SCHOOL**
\$159,770.00 DOLLARS
MARCH 2011
LOS ANGELES UNIFIED S.D.
JOHN NICHOLAS (818) 654-3583



CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **635916**

Entity **INDIV**

Business Name **C T GEORGIU PAINTING CO**

Classification **C33 B**

Expiration Date **01/31/2012**



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.

Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

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

THIS AGREEMENT, made and entered into this 21st day of June, 2011 by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and C.T. Georgiou Painting CO., 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 two 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:

Facilities Maintenance Painting 2011 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 and specifications:

Facilities Maintenance Painting 2011

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: 21,400.⁰⁰

Total Cost In Writing: Twenty one thousand four hundred Dollars.

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

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

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

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 C.T. Georgiou Painting CO.
Its

and

By [Signature]
Its

433 Lecouvreur Ave
Address

Wilmington CA 90744

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form

[Signature]
Public Works Approval

[Signature]
City Attorney

**\$271.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO
ADJUSTMENT BASED ON FINAL CONTRACT PRICE**

**Bond No. 024038382
EXECUTED IN 3 ORIGINALS**

**CITY OF MANHATTAN BEACH
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, C.T. Georgiou Painting Co.

as principal, and Safeco Insurance Company of America

a corporation, incorporated, organized, and existing under the laws of the State of WA 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 TWENTY ONE THOUSAND FOUR HUNDRED ***** Dollars (\$ 21,400.00*****), 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 23rd day of May 2011, with the said City of Manhattan Beach for

Facilities Maintenance Painting 2011

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 C.T. Georgiou Painting Co. 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 C.T. Georgiou Painting Co., 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 27th day of May, 2011.

(CORPORATE SEAL)

C.T. Georgiou Painting Co.
Principal

By: *Costas T. Georgiou*
Costas T. Georgiou - Owner

(CORPORATE SEAL)

Safeco Insurance Company of America

By: *Ryan Mantle*
Ryan Mantle - Attorney in Fact

The foregoing bond is hereby approved
by me as to form

Christ Hogan
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5-27-2011 before me, Mary Martignoni - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Ryan Mantle

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person ~~or~~ whose name ~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity ~~and~~, and that by his/~~her~~ signature ~~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

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

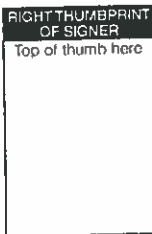
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Safeco Insurance
Company of America

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9018

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LES M. MANTLE, RYAN MANTLE; Fullerton, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS .. the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect.

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of May, 2011



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

PREMIUM INCLUDED IN PERFORMANCE BOND

EXECUTED IN 3 ORIGINALS

CITY OF MANHATTAN BEACH Bond No. 024038382

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C.T. Georgiou Painting Co.

as principal, and Safeco Insurance Company of America

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

TWENTY ONE THOUSAND FOUR

HUNDRED AND NO/100 DOLLARS

is 21,400.00***** 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

Facilities Maintenance Painting 2011

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 18805 of the Revenue and Taxation Code with respect to such work or labor, the surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond.

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

LABOR AND MATERIALS BOND
(Continued)

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and to all amendments thereto, and the obligors so interdo 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 27th day of May, 2011.

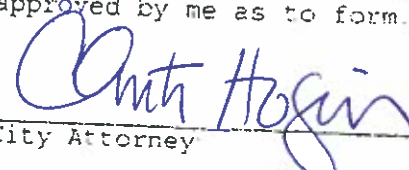
C.T. Georgiou Painting Co.
Principal

By: 
Costas T. Georgiou - Owner

Safeco Insurance Company of America
Surety

By: 
Ryan Mantle - 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.

City Manager

ATTEST:

City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5-27-2011 before me, Mary Martignoni - Notary Public

personally appeared Ryan Mantle



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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Safeco Insurance
Company of America

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9018

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LES M. MANTLE; RYAN MANTLE; Fullerton, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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(iii) Certifying that said power-of-attorney appointment is in full force and effect.

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of May 2011



Dexter R. Legg

Dexter R. Legg, Secretary

PREMIUM INCLUDED IN PERFORMANCE BOND

Bond No. 024038382
EXECUTED IN 3 ORIGINALS

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

KNOW ALL MEN BY THESE PRESENTS:

That we, C.T. Georgiou Painting Co.
as principal, and Safeco Insurance Company of America

a corporation organized and existing under the laws of the State of WA,
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 TWENTY ONE THOUSAND FOUR HUNDRED
AND NO/100***** Dollars (\$ 21,400.00*****), 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 May 23, 2011 for the
construction of

Facilities Maintenance Painting 2011

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum
of TWENTY ONE THOUSAND FOUR HUNDRED AND NO/100*****


Dollars (\$21,400.00*****), 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 27th day of May
2011.

C.T. Georgiou Painting Co.

By: 
Costas T. Georgiou - Owner

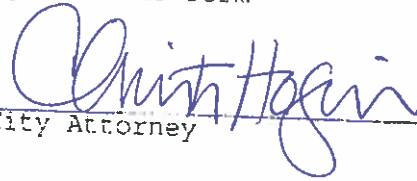
Principal

Safeco Insurance Company of America

By: 
Ryan Mantle - Attorney in Fact

Surety

The foregoing bond is hereby approved
by me as to form


City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 5-27-2011 before me, Mary Martignoni - Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

Ryan Mantle

Name(s) of Signer(s)



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

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Safeco Insurance
Company of America

Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 9018

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****LES M. MANTLE; RYAN MANTLE; Fullerton, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of May 2011



Dexter R. Legg, Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 11

DATE (MM/DD/YYYY)

06/01/11

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

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

PRODUCER United Agencies, Inc. (1) CA License #0252636 301 E. Colorado Blvd. Ste. 200 Pasadena, CA 91101 Rene J. Brancheau	626-449-0301	CONTACT NAME: _____ PHONE (A/C, No, Ext): 626-564-6565 FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CTGEO-1														
	INSURED C T Georgiou Painting Co. Costas Georgiou 433 Lecouvreur Ave. Wilmington, CA 90744	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Peerless Insurance Co. A XV</td> <td>24198</td> </tr> <tr> <td>INSURER B : Praetorian Insurance Company A-IX</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Peerless Insurance Co. A XV	24198	INSURER B : Praetorian Insurance Company A-IX		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		GL9814785	02/12/11	02/12/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			PICCA0001669	08/25/10	08/25/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER <input type="checkbox"/> Y/N <input type="checkbox"/> N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

Subject to all policy terms, exclusions and conditions. RE: Facilities Maintenance Painting 2011 Project, Contract #839-11; City of Manhattan Beach its officers, employees elected officials, volunteers and members of boards and commissions are named as an Additional Insured with respects to the General Liability and Auto Liability if required by ** SEE ATTACHMENT

6/6/11

CERTIFICATE HOLDER CITYMAN City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert Bader</i>
--	---

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NOTEPAD:

HOLDER CODE CITYMAN
INSURED'S NAME C T Georgiou Painting Co.

CTGEO-1
OP ID: 11

PAGE 2
DATE 06/01/11

** written contract and subject to all policy terms and conditions.
General Liability Additional Insured CG 2010 0704 endorsement, Primary
Wording 22-11 (01/07) endorsements are attached. Auto Liability Additional
Insured ADDLINS-BCA100 attached. Auto Liability Primary Wording ME100
endorsement attached.

*PLEASE NOTE COPYRIGHT LAWS APPLY TO THE ACORD FORM PROHIBITING US FROM
MODIFYING THE CANCELLATION CLAUSE. HOWEVER, PER UNITED AGENCIES, INC.
PROCEDURES WILL NOTIFY YOU WITHIN 30 DAYS IF SAID POLICY CANCELS.

Policy Number: GL9814785	
Coverage is Provided in PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: C T GEORGIU PAINTING CO. COSTAS GEORGIU	Agent: UNITED AGENCIES INC Agent Code: 4295289 Agent Phone: (626)-535-8300

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

6/6/11

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.

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.

PRAETORIAN INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT, EFFECTIVE ON 08/25/2010 AT 12:01 A.M. STANDARD TIME, FORMS
A PART OF POLICY NUMBER PICCA0001669 OF THE PRAETORIAN INSURANCE
COMPANY ISSUED TO C T GEORGIU PAINTING CO

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN
ADDITIONAL INSURED HEREUNDER BUT ONLY AS RESPECTS LIABILITY
ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THAT THE
INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE
THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS OF
THIS POLICY. THIS ENDORSEMENT APPLIES TO ADDITIONAL INSUREDS ADDED,
AS REQUIRED BY WRITTEN CONTRACT, PRIOR TO THE OCCURRENCE OF ANY
LOSSES.

BLANKET AS REQUIRED BY WRITTEN CONTRACT

ADDLINS-B CA100

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: PICCA0001669	ENDORSEMENT EFFECTIVE DATE: 10/07/2010	COMPANY: PRAETORIAN INSURANCE COMPANY
NAMED INSURED: C T GEORGIU PAINTING CO		COVERAGE PARTS AFFECTED: COMMERCIAL AUTOMOBILE

IT IS HEREBY UNDERSTOOD THAT THE FOLLOWING CHANGES ARE MADE TO THE ABOVE POLICY.

THIS ENDORSEMENT MODIFIES OR CLARIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written agreement specifically requires that this insurance be either primary or non-contributory.

IN NO WAY DOES THIS ENDORSEMENT WAIVE THE OTHER INSURANCE CLAUSE OF THE POLICY NOR MAKE THIS POLICY PRIMARY IN REGARD TO THIRD PARTIES HIRED BY THE INSURED TO PREFORM WORK FOR THE INSURED OR ON THE INSURED'S BEHALF.

NOTHING HEREIN CONTAINED SHALL BE HELD, VARY, ALTER, WAIVE, OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

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):

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 6/1/11 at 12:01 a.m. and forms a part of Policy No. GL 9819785

Named Insured CT GEORGION RESTAURANT CO.

Name of Insurance Company PEERLESS INS. CO.

I, RENE BRUNHEIM (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] Signature of Authorized Representative

Approved [Signature] City Risk Manager Date 6/6/11

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):

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 6/6/11 at 12:01 a.m. and forms a part of Policy No. 222220001669

Named Insured CT GEORGIA PARTIAL CO.

Name of Insurance Company PRATORIN IN. CO.

I, KEVIN BRANCHER (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]
Signature of Authorized Representative

Approved [Signature] City Risk Manager 6/6/11 Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

CITY OF MANHATTAN BEACH

PROPOSED SECURITY DEPOSITS IN LIEU OF RETENTION

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

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

<u>Escrow Office</u>	<u>Escrow Agent</u>	<u>Address</u>	<u>Telephone</u>
----------------------	---------------------	----------------	------------------

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 **Facilities Maintenance Painting 2011**
 PROJECT NO.

FROM: Contractor _____ Date _____
 Address _____
 Telephone _____ Progress Estimate No. _____
 Submitted by: _____ 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: _____

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 existing monuments 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 10% 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”:

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

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:

Prepared by (please print): _____ Date: _____

Contractor Signature: _____ Phone Number: _____

* 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).

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

TECHNICAL SPECIFICIATIONS
EXTERIOR PAINTING

(A) Scope of Work

1. The work to be performed consists of furnishing all paints, primers, patching compounds, labor, tools, equipment, scaffolding and any and all equipment and supplies to perform a complete job to accepted industry standards of repainting the designated surfaces for the named facilities. Each item or area in these specifications is described by the most commonly used name.

Storage

2. The contractor's operations for the preparation of paints and storage of materials shall be limited to a City designated area, and such space shall be kept clean and orderly at all times. The contractor shall employ all safety measures during operations for the prevention of fire.

General Information

3. The contractor shall at all times take any and all necessary steps to protect the public and all property from damage during his operations, and shall be responsible for any and all damages to the work or property caused by the contractor's employees.
4. All proposals are to provide a list of paint products and/or coating systems proposed for use on this project, as specified. All products to be first quality, and comply with all Federal, State, County, and local health, safety, and environmental regulations.

Cleanup and Safety

1. During the progress of the work, safety shall be of the utmost importance at all times, and the contractor shall safeguard persons during the progress of the work by providing barricades, signs, or other approved devices to warn of obstruction. Upon completion of the work and before acceptance and final payment shall be made, the contractor shall clear the entire project and all grounds occupied by him in connection with his work of all rubbish, excess material, and any other debris caused by his operations.

Materials

1. All materials herein specified are manufactured and or supplied by Benjamin Moore and are listed by name and number, unless otherwise noted.

Workmanship

1. All work shall be done by experienced, skilled craftsmen. Surface preparation shall be in accordance With Standard Specifications For Public Works Construction, Latest Edition unless specifically identified otherwise and per manufacturers specification. All finishes shall be applied evenly and be free from runs, sags, skips, crawls, or other defects. All unpainted masonry or concrete is to be protected from overspray or paint spatter depending on the application method. Paints shall be applied in

accordance with the manufacturer's printed directions. Painting shall not be performed when the temperatures become extreme. Precautions should be taken when temperature exceeds 90 F, or when the temperature falls below 50 F. The new and old coatings must be compatible. The determination of compatibility may be accomplished through examination of the owner's records, laboratory analysis, and by field testing.

2. A variety of cleaning and removal systems are available for the Contractor to employ. The use of any one or a combination of more than one is dependent upon the condition of existing coatings, the material applied, manufacturers instructions, and the substrate involved. Because of varying substrates, the selection of tools must be left to the Contractor, with consultation with the paint manufacturer and the City of Manhattan Beach.

(B) Exterior Masonry And Concrete Surfaces

Surface Preparation

1. Remove all dirt, chalk, and any surface contaminates that will interfere with adhesion of subsequent coats without damaging the substrates or adjacent areas.
2. Wirebursh all loose and peeling paint and dust all surfaces before spot priming or applying finish coats.
3. Powerwash all areas to be painted using a mild detergent surface prep. Then rinse with clear clean water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting. Contractor is to comply with all environmental laws and regulations during surface preparation, including NPDES discharge requirements of wash water effluent.
4. Moisture content for Masonry and Stucco must not exceed 17%.
5. After washing the surfaces, the areas must be carefully examined for cracking, blistering, peeling or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed.
6. Mildew may be dealt with at this time by metering a mildecide in the power wash. If not metering a solution in the power wash, scrub affected areas with the following solution:

Trisodium Phosphate (TSP)	2/3 Cup
Household Bleach (Clorox)	1 Quart
Powder Detergent	1/3 Cup

7. Add warm water to make 1 Gallon or use a commercially available mildecide. Rinse all surfaces with clear tap water to remove any remaining residue. Severe mildew may require additional treatment. Allow the surfaces to thoroughly dry before proceeding with preparation or painting. Caution: Bleach may be harmful to eyes, clothing, and surrounding vegetation, take all precautions to ensure safety.
8. Efflorescence, White residue salt deposits, shall be removed by wire brushing and acid etching with phosphoric acid. Rinse all surfaces with clear tap water to remove any remaining residue.

9. Note: Efflorescence, which appears on cementitious or plaster surfaces, is caused by moisture entering or contained in the substrate. Water soluble salts in the masonry are brought to the surface where the water evaporates, leaving white residues and/or salt deposits. Defects which cause this problem must be corrected before any painting is attempted. Where rust stains are present, the source must be identified and corrected (i.e. nail heads, flashing handrails, etc.) through removal or remediation. Surfaces should then be cleaned and spot primed with the appropriate primer or sealer as stated in the Finish Schedule.
10. Large cracks must be routed (v-grooved) out and all other surface defects, such as holes and the like, must be repaired using the appropriate patching materials to match the surrounding surface profile. Dust surface and spot prime all patched areas with the appropriate primer or finish coat as stated in the Finish Schedule.
11. Spot prime all patched and sanded areas with the appropriate primer or finish coat as stated in the finish schedule.

(C) Exterior Metal

Surface Preparation

1. Remove all loose and peeling paint, dirt, chalk, and all surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrates of adjacent areas. Pay special attention to rusting window lintels. These areas may require sandblasting, bead blasting, or dry ice blasting to produce a satisfactory surface for rust protective coatings prior to prime and finish coats. Contractor is to ensure all glass surfaces adjacent to sandblasting operations are protected from damage of sandblasting operations
2. Wirebrush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats.
3. Powerwash all areas to be painted using a mild detergent if required. Upon completion, rinse with clear clean water until all residue has been removed from all surfaces. Allow the surfaces to thoroughly dry before proceeding with preparation or painting.
4. After washing the surfaces, the areas must be carefully examined for cracking, blistering, peeling or flaking of existing paint. All loose, unsound, or non-adhering paint must be removed.
5. Power sand or hand sand all areas of loose unsound or non-adhering paint. All thick edges of the remaining paint shall be feather edged, filled as necessary, and then dusted.
6. Rust, scale, and corrosion must be removed either by power sanding or hand sanding and spot primed with the appropriate primer or finish coat as stated in the Finish Schedule.
7. Unpainted galvanized metal should be solvent washed, treated with an approved etchant and primed with a system compatible primer or finish coat as stated in the finish schedule. Refer to ASTM D6386-99 (2005) Standard Practice for Preparation of (Hot-Dipped Galvanized) Coated Iron and Steel and Hardware Surfaces for

Painting

8. Degloss all glossy and previously enameled surfaces to provide a roughened surface or "tooth" for good adhesion of subsequent coats.

(E) Exterior Wood

Surface Preparation

1. Remove all dirt, chalk, and all surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrates or adjacent areas.
2. Wirebrush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats.
3. Spot prime all patched and sanded areas with the appropriate primer or finish coat as stated in the finish schedule.

FINISH SCHEDULE

All products specified comply with the current Southern California AQMD air quality regulations governing architectural coatings. Regulatory changes may affect the formulation, availability, or use of specified coatings. It shall be the Contactors responsibility to determine if the coatings or other materials specified meet current requirements

The products listed in this Repaint Specification are supplied by Supreme Paint and Tenemec Coatings and cannot be changed without the express written consent of the City Engineer.

EXTERIOR MASONRY AND CONCRETE SURFACES

Exterior Wood/Stucco

Spot Prime	Benjamin Moore N023-00
Finish Semi Gloss	Moorelife Soft Gloss
Finish Eggshell	Mooreglo Modified Low Luster

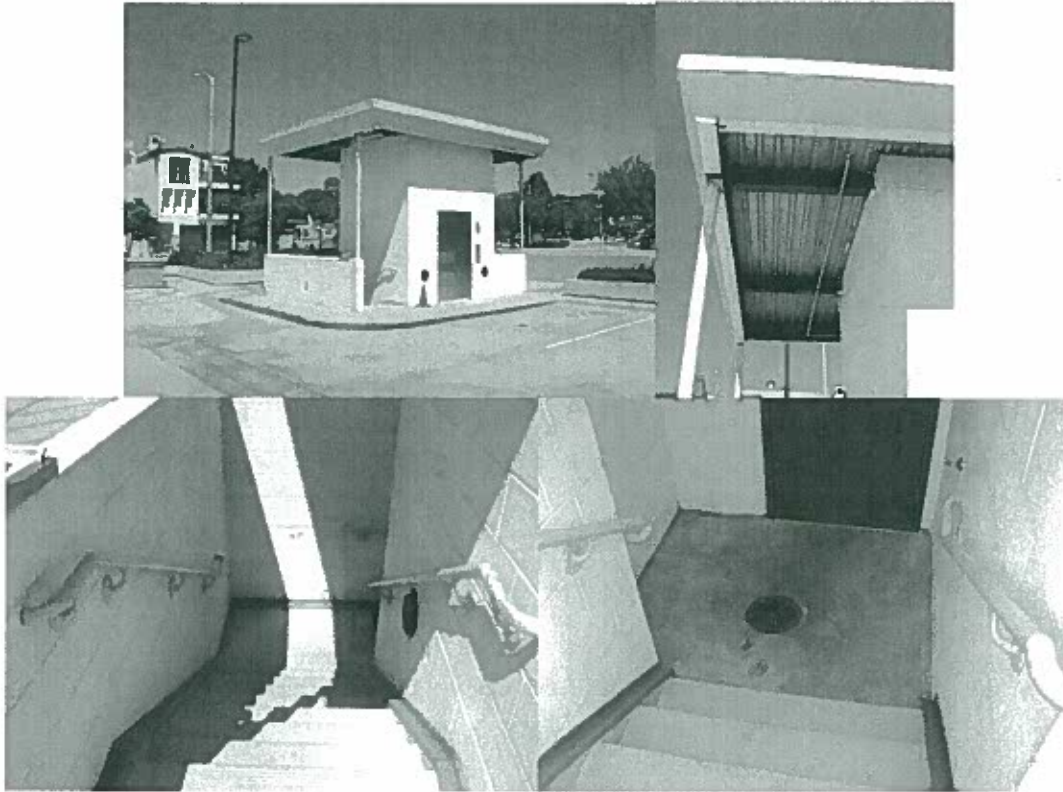
Exterior Metals

All Metals

Spot Prime	Red Oxide 3970 Primer
Primer	XIM UMA
Finish	Benjamin Moore M28-02

Location Listing and Site Measurements

Civic Center 1400 Highland Ave



Parking Lot Elevator and Stairs

Block Wall Square Footage
1,332 sq. ft.

Door (both sides) and Trim Area
140 sq. ft.

Structure Poles
4- 4" X 9'

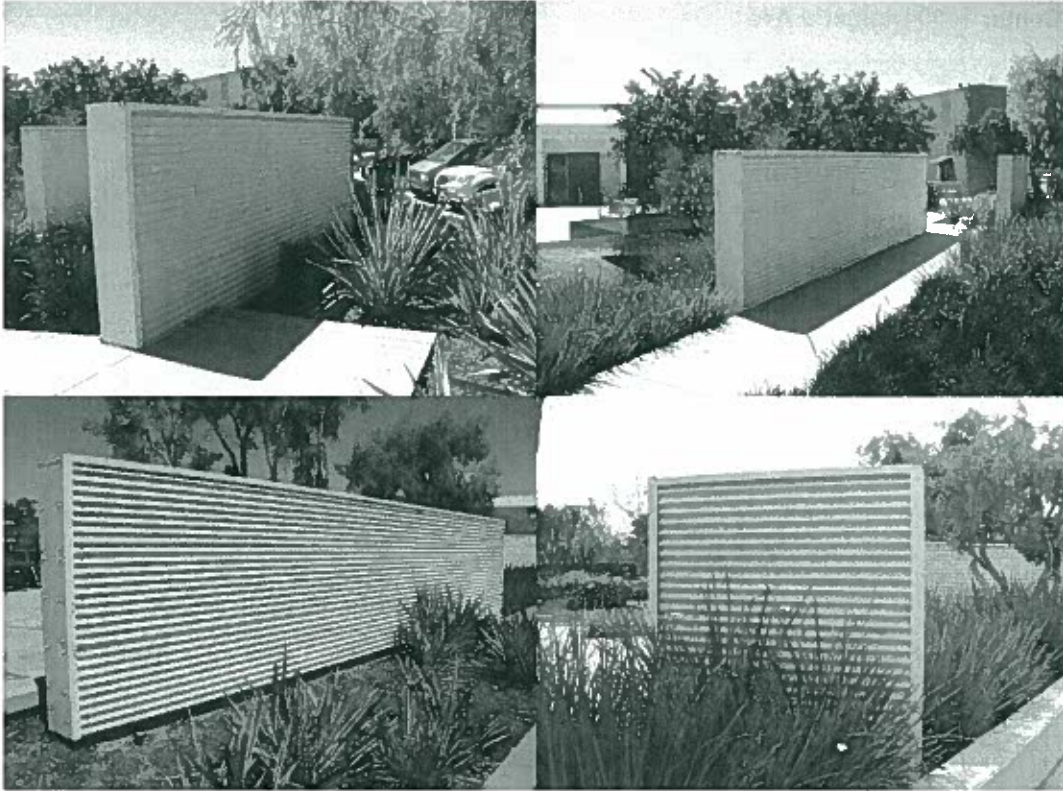
Roof Beams Square Footage
Field Measure

Stair Structure Railing
60 linear feet
20 Brackets

Wall Color: Benjamin Moore Limestone 513 Semi-Gloss
Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss
Door Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss
Railing Color: Benjamin Moore Nickel 2119-50 Semi-Gloss
Corrugated Roof: Remain as is (remove existing paint roller marks)

*Apply minimum of one coat of rust-inhibitive primer and two top coats 12 hours between coats minimum

Civic Center 1400 Highland Ave



Plaza Planter Architectural Walls

Wall Dimensions

Height by Length by Wall Thickness

6'-8.5" X 30' X 1'-1.25"

6'-2" X 28'-4" X 1'-1.25"

6'-2.75" X 16'-5" X 1'-1.25"

6'-.5" X 5'-6.25" X 1'-1.25"

Wall Surface Color: Benjamin Moore Limestone 513 Semi-Gloss

Wall Cap and Trim Color: Benjamin Moore Limestone 513 Semi-Gloss

*Apply minimum of one coat of rust-inhibitive primer and two top coats 12 hours between coats minimum
Make sure all metal at or just below grade is exposed, prepared and treated per specifications.

Civic Center 1400 Highland Ave



Civic Center Plaza Hand Rails

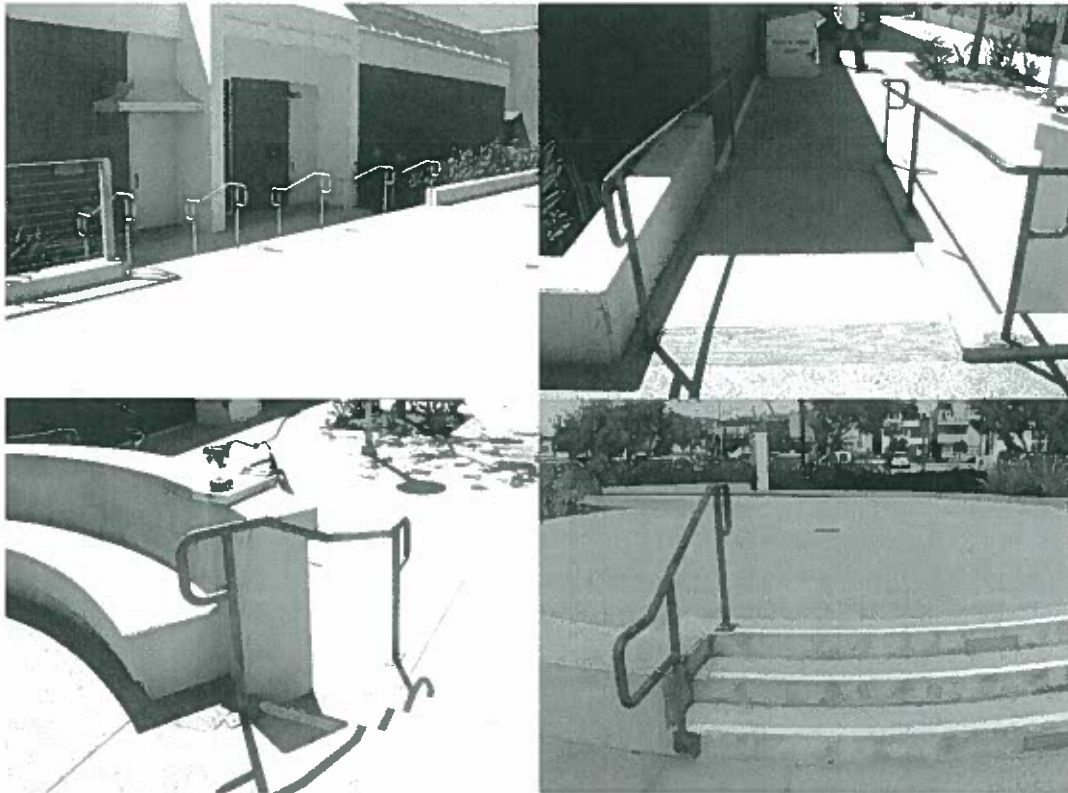
South Plaza Steps and Handicap Ramp Railing Police Department South Entrance
357 Linear Feet
50 Brackets

Railing Color: Benjamin Moore Nickel 2119-50 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

Extreme Care Shall be taken to NOT drip or over-paint onto the Walls and Concrete Surfaces

Civic Center 1400 Highland Ave



Civic Center Plaza Hand Rails

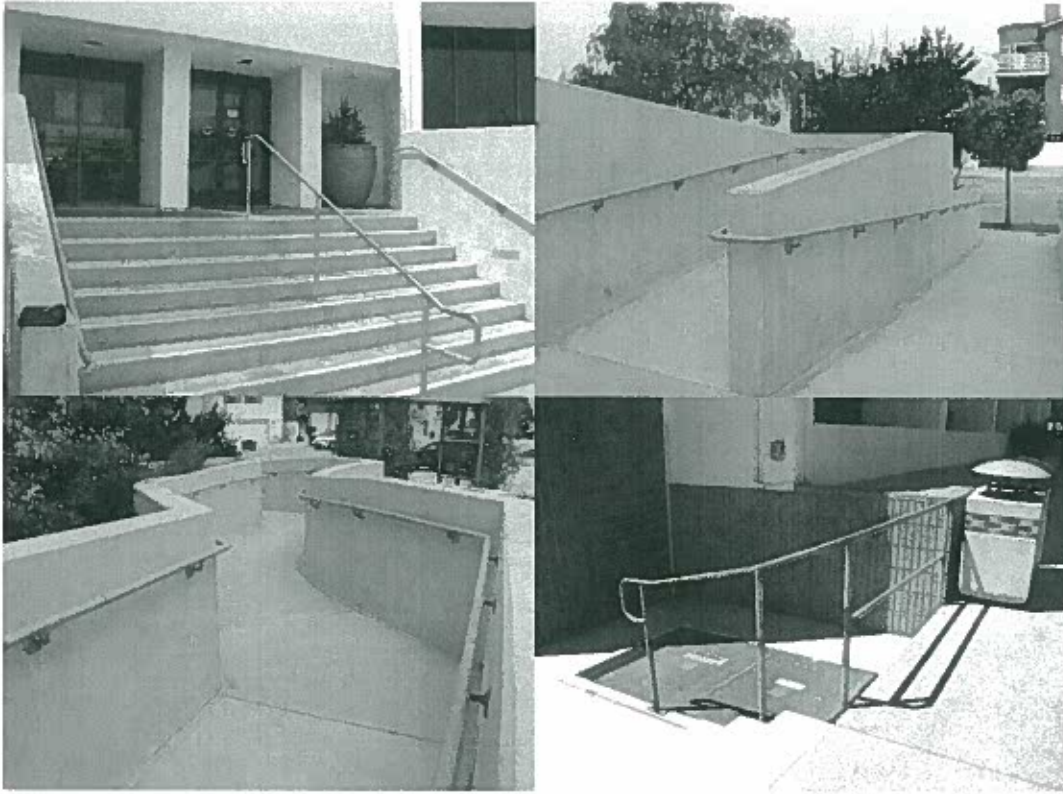
Library and Plaza Concrete Stage
135 Linear Feet
13 Base Plates

Railing Color: Benjamin Moore Nickel 2119-50 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

Extreme Care Shall be taken to NOT drip or over-paint onto the Walls and Concrete Surfaces

Civic Center 1400 Highland Ave



Civic Center Plaza Hand Rails

City Hall Main Entrance Railing Including Handicap Ramp

297 Linear Feet

81 Brackets

South East City Hall Steps Railing

48 Linear Feet

3 Base Plates

Railing Color: Benjamin Moore Nickel 2119-50 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

Extreme Care Shall be taken to NOT drip or over-paint onto the Walls and Concrete Surfaces

Live Oak Recreation Center 1901 Valley Dr



Exterior Walls, Doors, Trim and Trellis

Total Wall Square Footage (glazing excluded)
2,774 sq. ft.
Building Trim/Doors and Awning Surfaces
577 sq. ft.
Trellis Structure
1,389 sq. ft.
Total Paintable Surface
4,740 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Semi-Gloss
Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss
Trellis Structure Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*All surfaces shall be pressure washed following applicable containment codes
All wood and stucco surfaces shall have one coat of primer followed by two top coats; allow 12 hours between coats
On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

Live Oak Recreation Hall 1901 Valley Dr

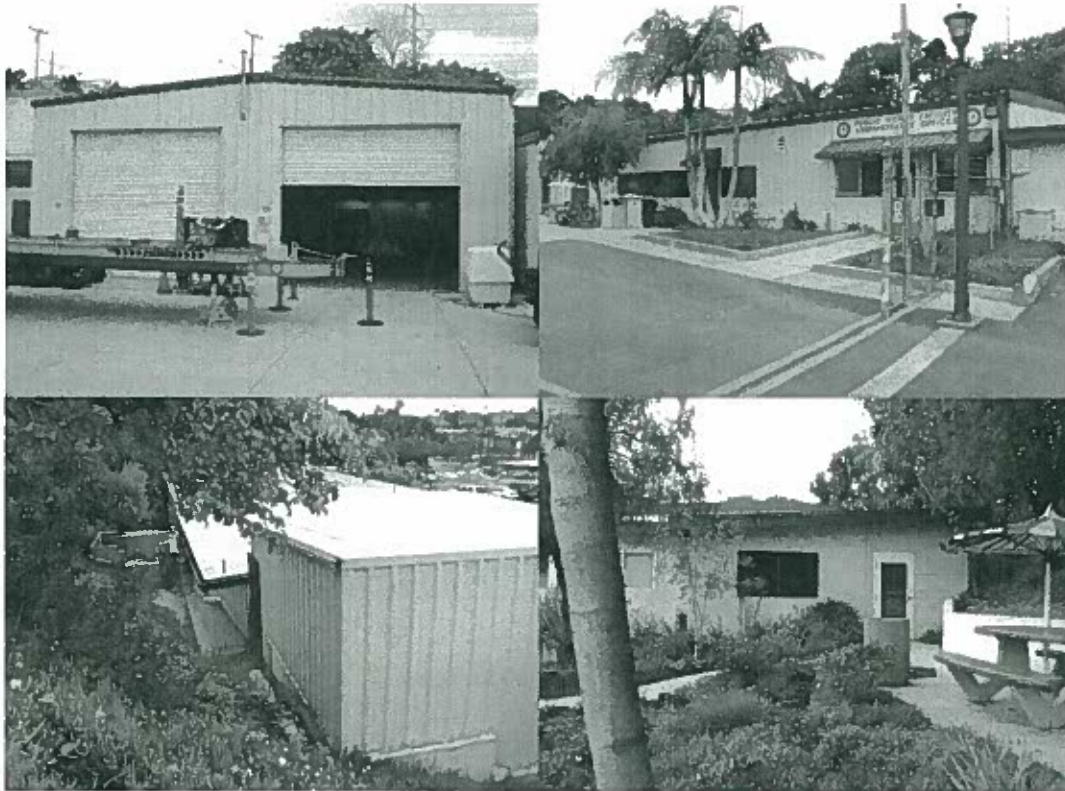


Exterior Building Walls and Trim

Total Wall Square Footage (glazing excluded)
2,319 sq. ft.
Building Trim/Doors and Awning Surfaces
605 sq. ft.
Total Paintable Surface
2,924 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Semi-Gloss
Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss
Trellis Structure Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

All surfaces shall be pressure washed following applicable containment codes
All wood and stucco surfaces shall have one coat of primer followed by two top coats; allow 12 hours between coats
On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats



**Building C
Administration and Garage**

Total Wall Square Footage (glazing excluded)
4,382 sq. ft.

Building Trim/Doors and Awning Surfaces
782 sq. ft.

Overhead Garage Doors
364 sq. ft.

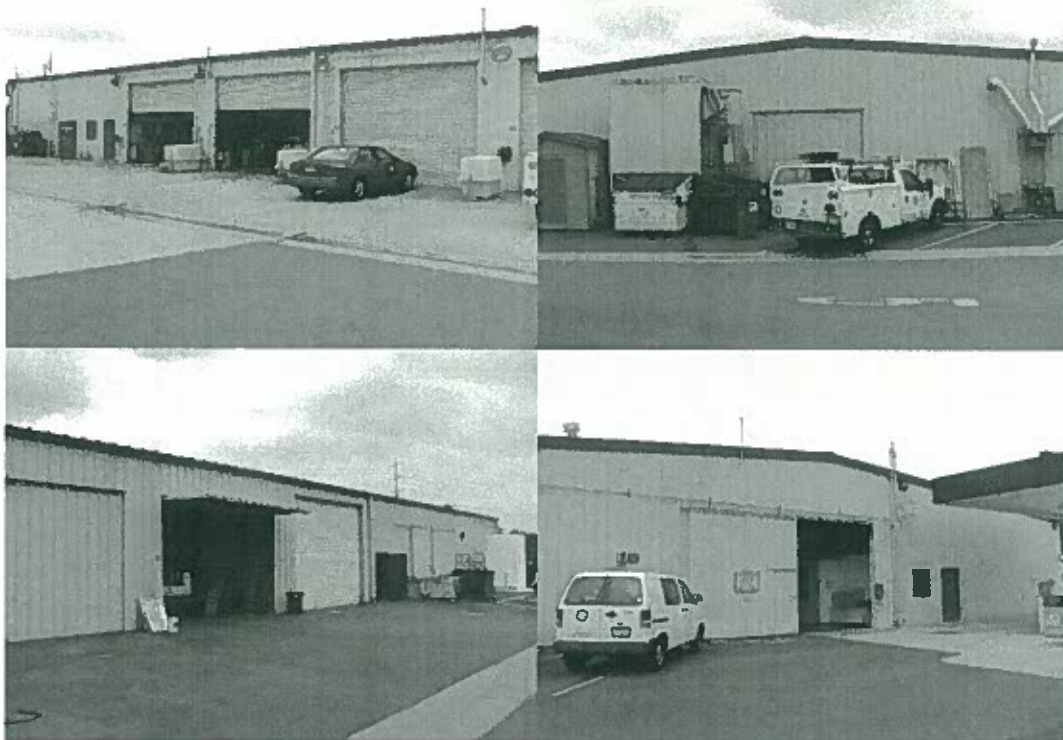
Total Paintable Surface
5,528 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Eggshell

Overhead Door Color: Benjamin Moore Limestone 513 Eggshell

Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats



Building B
Fleet Maintenance, Warehouse/Purchasing and PW Garages

Total Wall Square Footage (glazing excluded)

5,158 sq. ft.

Building Trim/Doors and Awning Surfaces

524 sq. ft.

Overhead Garage Doors

1,504 sq. ft.

Total Paintable Surface

7,186 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Eggshell

Overhead Door Color: Benjamin Moore Limestone 513 Eggshell

Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats



**Building A
Offices and Public Works Garages**

Interior of Utilities Office (Included in base bid (see Contractor's Proposal pages 10 , 11)

Utilities Office

3983 sq. ft walls and ceiling

300 sq. ft. trim, includes interior doors

Total Wall Square Footage (glazing excluded)

9,980 sq. ft.

Building Trim/Doors and Awning Surfaces

1,290 sq. ft.

Overhead Garage Doors

1,564 sq. ft.

Total Paintable Surface

12,834 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Eggshell

Overhead Door Color: Benjamin Moore Limestone 513 Eggshell

Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats



Hazmat Storage Building, Compressor Cage and Traffic Paint Storage

Hazmat Walls Square Footage

474 sq. ft.

Hazmat Trim

78 sq. ft.

Compressor Cage Concrete Wall

144 sq. ft.

Compressor Trellis

200 sq. ft.

Hoppers Concrete Surface

2,274 sq. ft.

Hoppers Metal Surface

891 sq. ft.

Traffic Paint Storage Block Wall

183 sq. ft.

Traffic Paint Storage Trim/Door

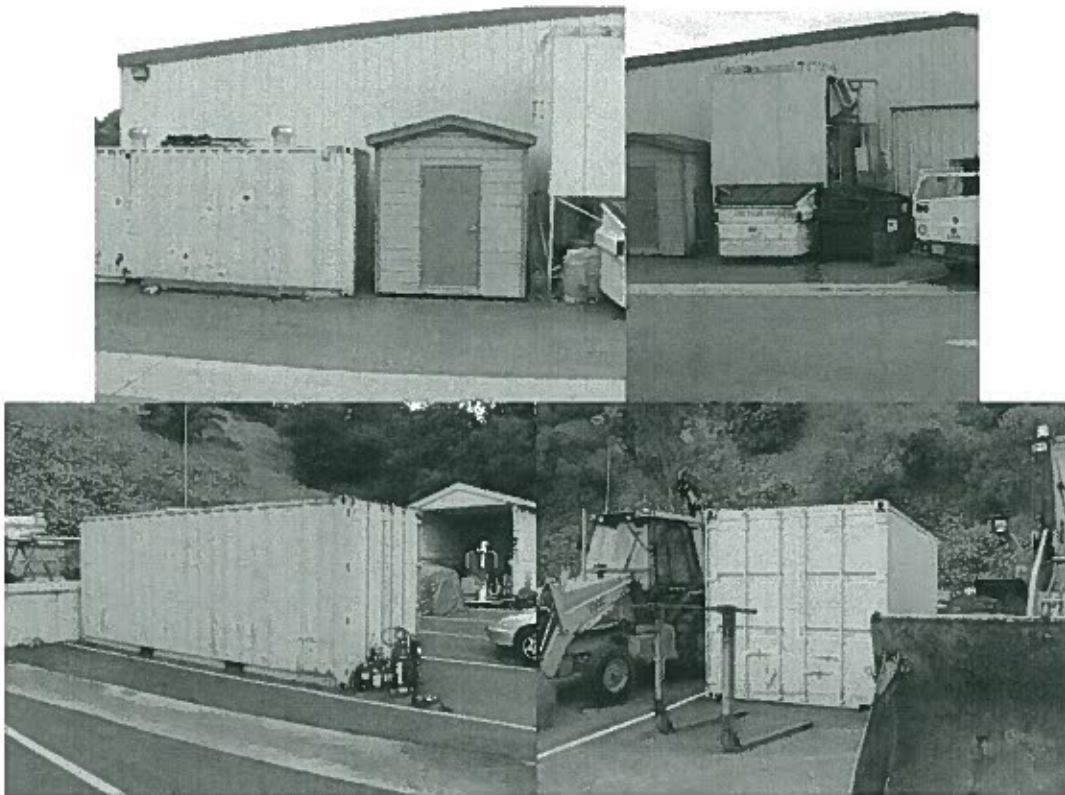
21 sq. ft.

Concrete and Block Wall Color and Hopper: Benjamin Moore Limestone 513 Semi-Gloss

Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

Concrete and Masonry prime coat and two top coats 12 hour minimum apart



Miscellaneous Structures: Containers, Shed and Dust Collector

Metal Storage Containers Wall and Door Surface Area
1,824 sq. ft.

Wood Shed Wall Surface Area
252 sq. ft.

Wood Shed Door and Trim
55 sq. ft.

Dust Collection Structure

All Metal Surfaces Top, Bottom, Inside and Out
Approximate square footage (measurements not taken)
725 sq. ft.

Wall Color: Benjamin Moore Limestone 513 Eggshell

Door and Trim Color: Benjamin Moore Classic Brown 2109-10 Semi-Gloss

*All wood surfaces shall have one coat of primer followed by two top coats; allow 12 hours between coats
On metal surfaces apply minimum of one coat of rust-inhibitive primer and two top coats; allow 12 hours between coats

