



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer
Ish Medrano, Project Manager

DATE: December 6, 2011

SUBJECT: Award a Construction Contract to Harbor Construction Co., Inc. for the Joslyn Center, Begg Pool and Manhattan Heights Community Center Renovation Projects (\$3,173,000.00), Approve Change Order No. 1 (-\$69,115) and Appropriate Additional CIP Funds (\$1,678,145)

RECOMMENDATION:

Staff recommends that City Council pass a motion authorizing the City Manager to:

1. Award a contract in the amount of \$3,173,000.00 to Harbor Construction Co., Inc. for the Joslyn Center, Begg Pool and Manhattan Heights Community Center Renovation Projects;
2. Approve Change Order Number 1 deleting roofing work at the Begg Pool Locker Room facility and providing a credit in the amount of \$69,115; and,
3. Approve additional work, if necessary, in an amount not to exceed of \$310,389 (10% of contract amount).
4. Appropriate Capital Improvement Funds in the amount of \$1,678,145 for the Joslyn Center, Begg Pool and Manhattan Heights Community Center Renovation Projects

FISCAL IMPLICATION:

Funding for this project has been appropriated by City Council in the amounts indicated in Table 1 below.

Table 1	Budget	
Joslyn Center Renovation CIP 11841E		\$718,000
Manhattan Heights Renovation CIP 11842E		\$508,000
Begg Pool Renovation CIP 11843E		\$706,000
	Total Appropriations	\$1,932,000

Bids for the project were opened on November 17, 2011. An additional appropriation in the amount of \$1,678,145 is required to proceed with the recommended contract with 10% contingency.

Table 2 SUMMARY OF EXPENDITURES - ALL THREE FACILITIES	
Total Appropriations	\$1,932,000
Design Contract (Andresen Architects, Inc.)	\$128,900
Additional Design Expenses (Andresen Architects, Inc.)	\$15,000
Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising)	\$971
Fumigation	\$31,000
Asbestos Testing and Abatement	\$20,000
Total Recommended Construction Contract Harbor Construction Co. Inc.	\$3,173,000
Credit Change Order	(\$69,115)
Construction Contingency 10% Recommended	\$310,389
Total Estimated Project Cost	\$3,610,145
Additional Appropriation Recommended	\$1,678,145

The following is a breakdown of individual facility expenses.

Table 3 EXPENDITURE DETAIL	
Joslyn Center	
Portion of Andresen Architects, Inc. contract chargeable to Joslyn Center	\$43,000
Additional Design Expense (Andresen Architects, Inc.)	\$9,745
Fumigation	\$17,000
Asbestos Testing and Abatement	\$10,000
Misc. Expenses	\$324
<i>Construction Contract - Base Bid</i>	<i>\$1,361,000</i>
<i>Additive Alternate to paint sides and rear of structure</i>	<i>\$19,000</i>
<i>Additive Alternate to include audio system</i>	<i>\$26,000</i>
Total Contract (Base Bid + Alternates)	\$1,406,000
10% Contingency	\$140,600
Total Joslyn Center Renovation	\$1,626,669
Manhattan Heights Community Center	
Portion of Andresen Architects, Inc. contract chargeable to Manhattan Heights	\$43,000
Additional Design Expense (Andresen Architects, Inc.)	\$5,255
Fumigation	\$14,000
Asbestos Testing and Abatement	\$10,000
Misc. Expenses	\$324
<i>Construction Contract - Base Bid</i>	<i>\$1,410,000</i>
<i>Additive Alternate to paint sides and rear of structure</i>	<i>\$14,000</i>
Contract amount (Base Bid Plus Alternate)	\$1,424,000
10% Contingency	\$142,400
Total Manhattan Heights Renovation	\$1,638,979
Begg Pool and Locker Room	
Portion of Andresen Architects, Inc. contract chargeable to Begg Pool	\$42,900
Misc. Expenses	\$323
Construction Contract - Base Bid	\$343,000
Change Order to Eliminate Re-roofing	(\$69,115)
10% Contingency	\$27,389
Total Begg Pool Renovation (Maintenance Items Only)	\$344,497
Total	\$3,610,145

BACKGROUND:

On August 2, 2011, City Council awarded a contract to Andresen Architects, Inc. in the amount of \$128,900 to prepare plans and specifications for the Joslyn Center, Manhattan Heights Community Center and Begg Pool Renovation Projects. On October 18, 2011, City Council approved plans and specifications Manhattan Heights Community Center and Begg Pool Locker Room renovations. On November 1, 2011, City Council approved plans and specifications for the Joslyn Center Renovation Project. Staff combined the three renovation projects into a single bid package.

DISCUSSION:

A pre-qualification process was conducted for this project due to the specialized expertise required to complete the renovations. Public Contract Code section 20101 authorizes local public agencies to prequalify contractors before allowing them to bid for public works projects. A pre-qualification notice was advertised in the Beach Reporter and in several industry publications. Completed prequalification questionnaires were received from four contractors on or before the September 1, 2011 submittal deadline. Staff and the architect reviewed the questionnaires and deemed all four contractors to be qualified.

Staff issued plans and specifications to the four prequalified contractors on October 19, 2011. Three bids were received and opened on November 17, 2011 as follows:

NO.	CONTRACTOR	TOTAL BASE BID AMOUNT
1.	Harbor Construction Co., Inc.	\$3,114,000.00
2.	Icon West Inc.	\$3,576,493.00
3.	2 H Construction	\$4,230,000.00
	Engineer's Estimate	\$1,959,900

Harbor Construction's bid was reviewed by the Public Works Department and found to be responsive. During the prequalification process, staff reviewed Harbor Construction's contractor's license and found it to be in order. Additionally, references indicate Harbor Construction has the knowledge and capability to complete the work. It is recommended that a contract be awarded to Harbor Construction Co., Inc. for completion of the Manhattan Heights Community Center and Begg Pool Locker Room Renovation Projects.

Base Bids and Alternate Bids

The project was bid using base bids and additive alternate bids. The base bids were used to establish the lowest bidder. Harbor Construction Co., Inc. submitted the lowest base bid of \$3,114,000. Additive alternate bids were included in the bid package to provide the flexibility to add work if desired. Staff is recommending that three additive alternates valued at \$59,000 be included in the contract as follows:

1.	Additive Alternate to paint sides and rear of the Joslyn Center	\$19,000
2.	Additive Alternate to include audio system at Joslyn	\$26,000
3.	Additive Alternate to paint sides and rear of Manhattan Heights Comm.Ctr.	\$14,000
	Total	\$59,000

Change Order

It is recommended that the roofing portion of the Begg Pool Locker Room renovation be deleted from the contract by change order. The recommended change order would remove the roofing work and would reduce the contract amount by \$69,115. The existing roof appears to be serviceable condition and replacement is not critical.

Disparity in Original Estimate vs. Recommended Contract Amount

The recommended contract cost is significantly higher than original estimates. This is due to additional requirements added during City and Health Department reviews and higher costs than anticipated. Major additional items include fire sprinklers, commercial kitchen requirements and handicap accessibility improvements at Joslyn Center and Manhattan Heights.

Appropriation

It will be necessary to appropriate an additional \$1,678,145 from the Capital Improvement Fund to fund the construction contract and to provide sufficient contingency funding.

Additional Work Authority

It is recommended that City Council authorize the City Manager to approve additional work, if needed, in an amount not-to-exceed \$310,389 (10% of contract amount). Doing so would expedite construction of this project. If the contingency is approved with this award, an accounting of additional work would be provided to City Council at the end of the project.

Project Schedule

Construction of the improvements is scheduled to begin in late December 2011 and be complete by March 30, 2012. If City Council elects to award the contract at this time, the project can be completed within this period. Any delay in awarding the contract will delay construction of the project 12 months.

Environmental Review

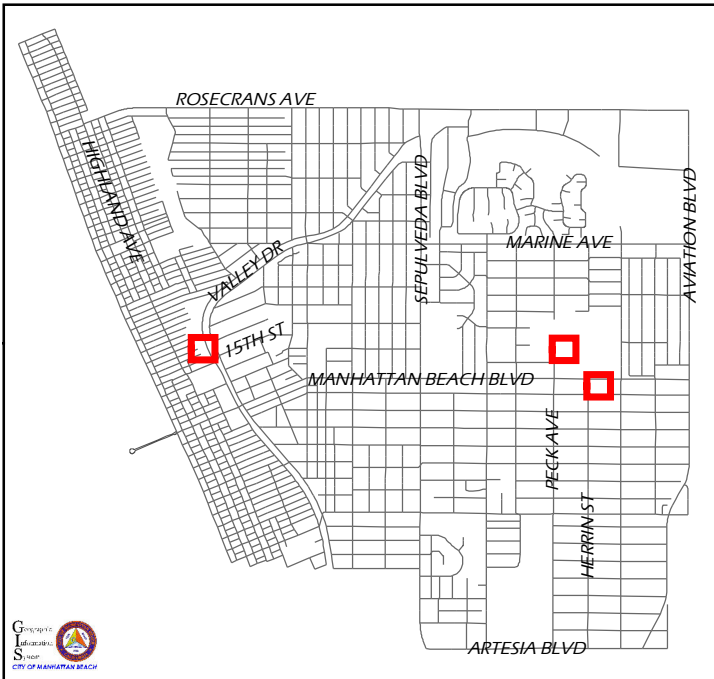
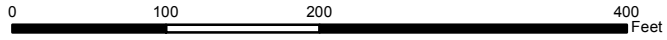
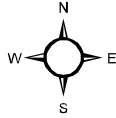
In accordance with the California Environmental Quality Act (CEQA) of 1970, this project is Categorical Exempt (Sections 15301, Class 1(a, e)). A Notice of Exemption has been filed with the County Clerk's office.

Attachment:

1. Map of Project Locations
2. Construction Contract

City of Manhattan Beach

Manhattan Heights, Joslyn Center and Begg Pool Remodel Improvement Project



ATTACHMENT
2

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

Renovations to
Manhattan Heights Center
Begg Pool Lockers
and
Joslyn Center
(D-902,903,904)



PLAN NO. D-902, Sheets 1-18, N-1, N-2 (general notes), 21-45, FP-1, FP-2, T001H, T201H, T501H and T601H. **Total 51 sheets**

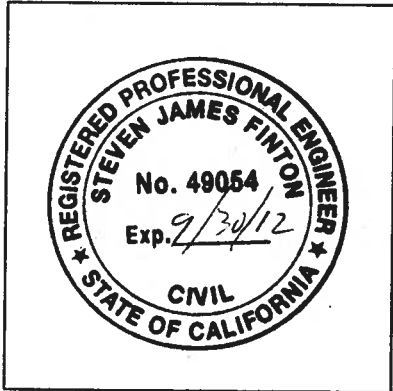
PLAN NO. D-903 Sheets 1-8, 14-18, and N-1, N-2. **Total 15 sheets**

PLAN NO. D-904 Sheets 1-18, N-1, N-2, 22-45, FP-1, FP-2, T001J, T201J, T501J and T601J. **Total 50 sheets**

Completion: 60 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info
Telephone: (310) 802-5357
Project Manager: Ish Medrano

STAMP:



Reviewed by:



Steve Finton, City Engineer

11/28/11

Date

CONTRACTOR'S PROPOSAL - Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902, 903, 904)

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 60 working days in accordance with PLAN NO. D-902, Sheets 1 to 50; PLAN NO. D-903, Sheets 1 to 15; and PLAN NO. D-904, Sheets 1 to 51, Specifications and Special Provisions, for the lump sums as set forth in the following schedules:

Manhattan Heights Center (D-902)		
	DESCRIPTION	TOTAL COST
1.	Division 1 - General Requirements	\$ 65,000 ⁰⁰
2.	Allowance of \$5,000 for hood alarm & \$5,000 for fire alarm	\$10,000
3.	Division 2 - Existing Conditions	\$ 42,000 ⁰⁰
4.	Division 3 - Concrete	\$ 109,000 ⁰⁰
5.	Division 5 - Metals	\$ 103,000 ⁰⁰
6.	Division 6 - Wood, Plastics & Composites	\$ 76,000 ⁰⁰
7.	Division 7 - Thermal & moisture Protection	\$ 42,000 ⁰⁰
8.	Division 8 - Openings	\$ 88,000 ⁰⁰
9.	Division 9 - Finishes	\$ 180,000 ⁰⁰
10.	Division 10 - Specialties	\$ 17,000 ⁰⁰
11.	Division 11 - Equipment	\$ 52,000 ⁰⁰
12.	Division 12 - Furnishings	\$ 1,000 ⁰⁰
13.	Division 21 - Fire Suppression	\$ 62,000 ⁰⁰
14.	Division 22 - Plumbing	\$ 136,000 ⁰⁰
15.	Division 23 - Heating, Ventilation & Air Conditioning	\$ 205,000 ⁰⁰
16.	Division 26 - Electrical	\$ 80,000 ⁰⁰
17.	Division 27 - Communications	\$ 14,000 ⁰⁰
18.	Division 32 - Exterior Improvements	\$ 128,000 ⁰⁰
Total Base Bid Amount (SUBTOTAL ITEMS 1 - 18)		\$ 1,410,000 ⁰⁰

Total Base Bid Amount: In writing one million four hundred ten thousand
 Add Alternate #1 \$14,000⁰⁰ thousand
 In writing Fourteen thousand

Begg Pool Lockers (D-903)

	DESCRIPTION	TOTAL COST
1.	Division 1 - General Requirements	\$ 35,000 ⁰⁰
2.	Cost for 400 sq. ft. roof sheathing removal & replacement	
3.	Division 2 - Existing Conditions	\$ 21,000 ⁰⁰
4.	Division 3 - Concrete	\$ 8,000 ⁰⁰
5.	Division 5 - Metals	\$ 10,000 ⁰⁰
6.	Division 6 - Wood, Plastics, and Components	\$ 10,000 ⁰⁰
7.	Division 7 - Thermal & Moisture Protection	\$ 72,000 ⁰⁰
8.	Division 8 - Openings	\$ 72,000 ⁰⁰
9.	Division 9 - Finishes	\$ 15,000 ⁰⁰
10.	Division 32 - Exterior Improvements	\$ 100,000 ⁰⁰
Total Base Bid Amount (SUBTOTAL ITEMS 1 - 10)		\$ 343,000 ⁰⁰

Total Base Bid Amount: In writing Three hundred forty three
 Add Alternate #1 \$ 225,000⁰⁰ thousand
 In writing Two hundred twenty-five thousand

Joslyn Center (D-904)

	DESCRIPTION	TOTAL COST
1.	Division 1 - General Requirements	\$ 65,000 ⁰⁰
2.	Allowances: \$5,000 hood alarm, \$5,000 fire alarm, \$2,500 lobby sign	\$ 12,500
3.	Division 2 - Existing Conditions	\$ 42,000 ⁰⁰
4.	Division 3 - Concrete	\$ 40,000 ⁰⁰
5.	Division 5 - Metals	\$ 43,000 ⁰⁰
6.	Division 6 - Wood, Plastics & Composites	\$ 43,000 ⁰⁰
7.	Division 7 - Thermal & moisture Protection	\$ 42,000 ⁰⁰
8.	Division 8 - Openings	\$ 141,000 ⁰⁰
9.	Division 9 - Finishes	\$ 180,000 ⁰⁰
10.	Division 10 - Specialties	\$ 17,000 ⁰⁰
11.	Division 11 - Equipment	\$ 52,000 ⁰⁰
12.	Division 12 - Furnishings	\$ 3,000 ⁰⁰
13.	Division 14 - Conveying Equipment	\$ 15,000 ⁰⁰
14.	Division 21 - Fire Suppression	\$ 67,000 ⁰⁰
15.	Division 22 - Plumbing	\$ 90,000 ⁰⁰
16.	Division 23 - Heating, Ventilation & Air Conditioning	\$ 205,000 ⁰⁰
17.	Division 26 - Electrical	\$ 147,000 ⁰⁰
18.	Division 27 - Communications	\$ 6,000 ⁰⁰
19.	Division 32 - Exterior Improvements	\$ 150,000 ⁰⁰
Total Base Bid Amount (SUBTOTAL ITEMS 1 - 19)		\$ 1,361,000 ⁰⁰

Total Base Bid Amount: In writing one million three hundred sixty
Add Alternate #1 \$26,000⁰⁰ In writing Twenty-six thousand
Add Alternate #2 \$19,000⁰⁰ In writing Nineteen thousand
Add Alternate #3 \$ 8,000⁰⁰ In writing Eight thousand

Total Base Bid Amount for Heights (D-902): \$ 1,410,000
 In writing one million four hundred ten thousand
 Total Base Bid Amount for Begg (D-903): \$ 343,000
 In writing three hundred forty thousand
 Total Base Bid Amount for Joslyn (D-904): \$ 1,361,000
 In writing one million three hundred sixty one
 Total Base Bid Amount for Heights, Begg & Joslyn \$ 3,114,000⁰⁰
 in Writing: Three million one hundred fourteen thousand

Note: The Basis of Bids used to determine the lowest bidder shall be the sum of the base bids for Manhattan Heights Center (D-902), Begg Pool Lockers (D-903) and Joslyn Center (D-904)

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

Donald E. Desjardin
 Signed
 DONALD E. DESJARDIN, VICE PRESIDENT

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. 761803

Donald E. Desjardin
 Signature of Bidder-DONALD E. DESJARDIN
 VICE PRESIDENT
 Title

~~HARBOR ACKNOWLEDGES RECEIPT OF ADDENDUMS: 1, 2, 3, 4, 5,~~ DD

(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.)
 STEVEN R. PADULA-PRESIDENT, SECRETARY, TREASURER

HARBOR CONSTRUCTION CO., INC. A CALIFORNIA
 (Name of Company or Corporation)CORPORATIO
15550 ROCKFIELD BLVD., B-100
 (Address)
IRVINE, CA 92618
 (City) (State) (Zip)

Dated: NOVEMBER 17, , 2011

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u> <u>Receipt</u>	<u>Dated</u>	<u>Acknowledge</u> (initial)
<u>ADDM# 1</u>	<u>OCT 24, 2011</u> <u>NO DATE</u>	<u>[Signature]</u>
<u>ADDM# 2</u>	<u>NOV 4, 2011</u>	<u>[Signature]</u>
<u>ADDM# 3</u>	<u>NOV 8, 2011</u>	<u>[Signature]</u>
<u>ADDM# 4</u>	<u>NOV 11, 2011</u>	<u>[Signature]</u>
<u>ADDM# 5</u>	<u>NOV 14, 2011</u>	<u>[Signature]</u>
<u>ADDM# 6</u>	<u>NOV 16, 2011</u>	<u>[Signature]</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: HARBOR CONSTRUCTION Co/NE
(Name of Bidder)

By: Donald E Desjardin
(Signature of Authorized Representative)

Name: DONALD E DESJARDIN
(Print or Type)

Title: VICE PRES

Date: 11/16/11

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>Craftsman</u>	<u>634469</u>	<u>5455 Diaz St.</u> <u>Irwindale 91706</u>	<u>DEMOLITION</u>
<u>Cliffside</u>	<u>325634</u>	<u>Castro Valley</u>	<u>MASONRY</u>
<u>Cliffside</u>	<u>325634</u>	<u>Castro Valley</u>	<u>STRUCTURAL & MISC. IRON</u>
<u>South Co Salco</u>	<u>940803</u>	<u>Santa Clara</u>	<u>INSTALL DOORS & HARDWARE</u>
<u>Taber</u>	<u>807154</u>	<u>Santa Ana</u>	<u>CASEWORK</u>
<u>Alert</u>	<u>746781</u>	<u>La Puente</u>	<u>INSULATION</u>
<u>Chaney</u>	<u>762715</u>	<u>Valencia</u>	<u>ACOUSTIC CEILINGS</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.

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Name Under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
Vance Roofing Letner 68996d	168933 Orange	2550 E. Miraloma Anaheim 92802	ROOFING
Glaz Con	831799	79919 Country Club Bermuda Dunes 92203	GLASS/GLAZ
Eastbrook	673570	403 E. Arrow Hwy #302 San Dimas 91773	DRYWALL / PLASTER
RDM	049587	Oceanside	CERAMIC
J. Colavin	26803	Los Angeles	TILE
			DRYWALL
Progress Paint	939341	Santa Clarita	PAINTING
Kitcor	244236	Sun Valley	KITCHEN EQUIP.
Etobal	418396	Santa Fe Springs	LOCKERS
ESS	356011	Azusa	

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.

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Name Under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
<u>RFP</u>	<u>911531</u>	<u>17202 Lynn St Huntington Beach 92649</u>	<u>FIRE SPRINKLER</u>
<u>Kincaid</u>	<u>695797</u>	<u>31-065 Plantation Dr. Thousand Palms 92276</u>	<u>PLUMBING</u>
<u>Comfort</u>	<u>783512</u>	<u>1251 Carbide Dr. Corona 92881</u>	<u>HVAC</u>
<u>A-1 Electric</u>	<u>714959</u>	<u>4204 South Sepulveda Culver City, 90230</u>	<u>ELECTRIC</u>
<u>Morre Flooring</u>	<u>472436</u>	<u>Chino</u>	<u>RESILIENT FLOORING</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.

STATISTICAL INFORMATION ON CONTRACTOR

(D-902) Project

Firm/Organization Information Form

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

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

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 14

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			2
Asian American			
American Indian/Alaskan Native			
All Others	2	2	8

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

Men	2	2	6
Women			4

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	%	%	%	%	100
Women	%	%	%	%	

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

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: HARBOR CONSTRUCTION CO., INC.

SIGNED: Donald E. Desjardin **TITLE:** VICE PRESIDENT

DATE: NOVEMBER 17, 2011

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

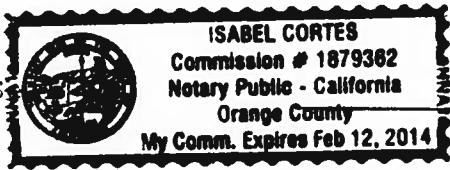
State of CALIFORNIA)
) ss.
County of ORANGE)

I, DONALD E. DESJARDIN, being first duly sworn, deposes and says that he

~~or she~~ is VICE PRESIDENT of HARBOR CONSTRUCTION CO., INC. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Bidder HARBOR CONSTRUCTION CO., INC.
By Donald E. Desjardin
DONALD E. DESJARDIN
Title VICE PRESIDENT
Organization A CALIFORNIA CORPORATION
Address 15550 ROCKFIELD BLVD., B-100, IRVINE, CA 92618

Subscribed and sworn to before me this 17TH day of NOVEMBER
20 11

[Notarial Seal]  Isabel Cortes

Notary Public in and for the State of CALIFORNIA,
My commission expires FEBRUARY 12, 2014

CONTRACTOR'S QUESTIONNAIRE

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

Re:

Submitted by HARBOR CONSTRUCTION CO., INC.

Principal Office 15550 ROCKFIELD BLVD., B-100, IRVINE, CA 92618

Telephone 949-457-1888

Type of Firm: Corporation X Co-Partnership _____

Individual _____

Contractor's License No. 761803

If a corporation, answer these questions:

Date of incorporation FEB. 1999

State of incorporation CALIFORNIA

President's name STEVEN R. PADULA

Vice President's name DONALD E. DESJARDIN

Secretary or Clerk's name STEVEN R. PADULA

Treasurer's name STEVEN R. PADULA

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 _____

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

DC TILLMAN RECLAMATION PLANT-ENVIRONMENTAL MONITORING MIKE SARULLO
Phone: 310-648-6120

GOLDEN WEST COLLEGE-LEARNING RESOURCE CENTER RICK TASKER
Phone: 949-724-9600 X16

Phone: _____

Phone: _____

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

PALM SPRINGS INT'L AIRPORT-ALLEN SMOOT Phone: 760-285-6058

BGS BLDG. @ SADDLEBACK COLLEGE-WALT RICE Phone: 949-348-6008

KATELLA HIGH SCHOOL MODERNIZATION-DAVID BANNON Phone: 714-665-8030

SAN BERNARDINO COUNTY MORGUE EXPANSION-DARLYNN WISSERT Phone: 909-387-8907

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

If so, when? _____

NOTE: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition.

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Harbor Construction Co., Inc., 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 (10%) of the total amount bid --- Dollars, (\$ _____),
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 Harbor Construction Co., Inc.

to construct Renovations to Manhattan Heights, Begg Pool and Joslyn - Project No. D-902, D-903 and D-904

dated November 17, 2011 is accepted by the City of Manhattan
Beach, and if the above bounden Harbor Construction Co., Inc.,

his heirs, executors, administrators, successors and assigns, shall duly enter
into and execute a contract for such construction, and shall execute and
deliver the two bonds described within ten days (not including Sunday) from
the date of the mailing of a notice to the above bounden Harbor Construction Co., Inc. 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 10th
day of

November, 20 11.

Harbor Construction Co., Inc.

Donald E. DesJardin
Donald E. DesJardin, Vice President
Safeco Insurance Company of America

Virginia D. Black
Virginia D. Black, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Francisco }

On November 10, 2011 before me, Betty L. Tolentino, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Virginia L. Black
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [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: _____

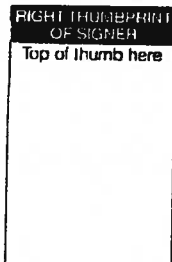
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

459236

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of May, 2011.



SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10th day of November, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-822-8240

CERTIFICATE OF CORPORATION

State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 9 - 1999



Bill Jones

Secretary of State

CONTRACTOR'S LICENSE



State Of California

**CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **761803**

Entity **CORP**

Business Name **HARBOR CONSTRUCTION CO INC**

Classification(s) **B A**

Expiration Date **04/30/2013**

www.cslb.ca.gov



LETTER OF AUTHORIZATION FOR SIGNATURE



Harbor Construction Co., Inc.
GENERAL CONTRACTORS • LICENSE #761803

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF HARBOR CONSTRUCTION CO., INC.**

HELD AT 9:30 A.M., JANUARY 21, 2004

Present was the following Director:

Steven Padula

The only item of business on the agenda was the designation and authorization of a certain representative of the Corporation to sign bid offers, construction contracts, prequalifications and other legal documents for contract performance.


After much discussion, the following resolution was proposed and adopted by unanimous consent of the Director present.

RESOLVED THAT THE FOLLOWING REPRESENTATIVE OF HARBOR CONSTRUCTION CO., INC. IS DESIGNATED EMPOWERED, AND AUTHORIZED TO SIGN AND EXECUTE CONTRACT BIDS, PREQUALIFICATIONS, CONSTRUCTION CONTRACTS AND OTHER DOCUMENTS THAT REQUIRE EXECUTION FOR THE PERFORMANCE OF CONSTRUCTION CONTRACTS.

Donald E. DesJardin

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously adopted the meeting was adjourned.

The Director, by signing these minutes, waives notice of the time, place and purpose of the meeting which are reflected in these minutes.



Steven Padula / President

Jan 21, 2004
Date

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

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Harbor Construction Co., Inc., hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the: **Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902,903,904)**

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

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

PLAN NO. D-902, Sheets 1-18, N-1, N-2, 21-45, FP-1, FP-2, T001H, T201H, T501H and T601H. (total 51 sheets)

PLAN NO. D-903 Sheets 1-8, 14-18, N-1 and N-2 (total 15 sheets)

PLAN NO. D-904 Sheets 1-18, N-1, N-2, 22-45, FP-1, FP-2, T001J, T201J, T501J and T601J. (total 50 sheets),

and as also indicated in **Addenda 1 through 6**.

Including all Base-Bid Items and the following Additive Alternate Items:

Add Alternate #1 Manhattan Heights Center (paint sides and rear of structure)

Add Alternate #1 Joslyn Center (install audio system)

Add Alternate #2 Joslyn Center (paint sides and rear of structure)

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: \$3,173,000

Total Cost In Writing: Three Million One Hundred and Seventy-three Thousand and 00/100 Dollars

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

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

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

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-Harbor Construction Co., Inc.

By  _____
Its Steven R. Padula, President

and

By _____
Its

15550 Rockfield Blvd., B-100
Address

Irvine, CA 92618

ATTEST:


CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form

Public Works Approval



City Attorney

CITY OF MANHATTAN BEACH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Harbor Construction Co., Inc., as principal, and Safeco Insurance Company of America, a corporation, incorporated, organized, and existing under the laws of the State of Washington and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Manhattan Beach, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of

Three Million One Hundred Seventy Three Thousand and 00/100

Dollars, (\$ 3,173,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20 _____, with the said City of Manhattan Beach for

Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902, 903, 904)

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

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

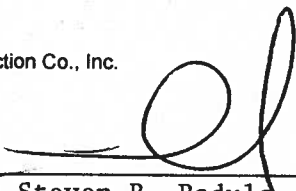
PERFORMANCE BOND
(Continued)

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

EXECUTED, SEALED, and DATED this 28th day of November, 20 11.

Harbor Construction Co., Inc.

(CORPORATE SEAL)



Principal Steven R. Padula, President

Safeco Insurance Company of America

(CORPORATE SEAL)



Surety -M. Moody, Attorney-in-Fact

The foregoing bond is hereby approved
by me as to form

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On November 28, 2011 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

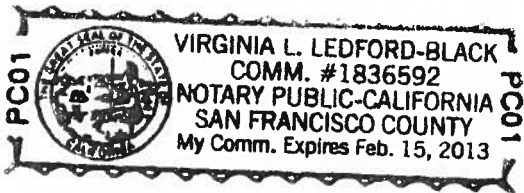
personally appeared M. Moody
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Virginia L. Ledford-Black
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888805

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September 2011.



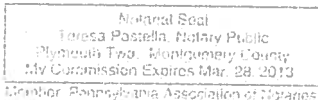
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of November, 2011.



Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF MANHATTAN BEACH

Bond No. 070-010-280

Premium Included in Performance Bond

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Harbor Construction Co., Inc., 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

Three Million One Hundred Seventy Three Thousand and 00/100 Dollars, (\$ 3,173,000.00),

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

Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902, 903, 904)

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

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

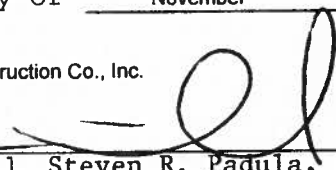
LABOR AND MATERIALS BOND
(Continued)

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

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

WITNESS our hands this 28th day of November, 20 11.

Harbor Construction Co., Inc.


Principal Steven R. Padula, President

Safeco Insurance Company of America


Surety - M. Moody, Attorney-in-Fact

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

City Attorney

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

ATTEST:

City Manager

City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On November 28, 2011 before me, Virginia L. Ledford-Black, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared M. Moody

Name(s) of Signer(s)

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

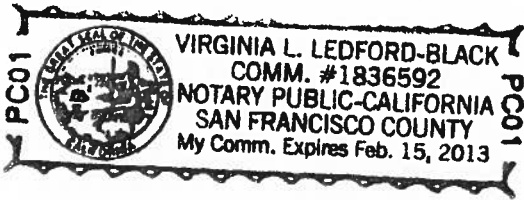
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Virginia L. Ledford-Black

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

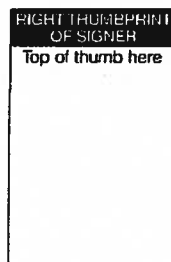
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4888806

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLENTINO, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100 DOLLARS (\$ 400,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of September 2011.



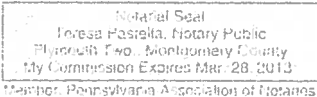
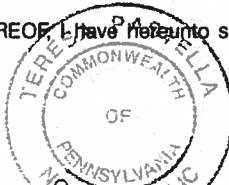
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of November, 2011.



By Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Harbor Construction Co., Inc., as principal, and Safeco Insurance Company of America, a corporation, incorporated, organized, and existing under the laws of the State of Washington and authorized to execute bonds and undertakings and 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, as Surety, are held and firmly bound unto the City of Manhattan Beach (hereinafter called Owner), a municipal corporation of the State of California, in the full and just sum of

Three Hundred Seventeen Thousand Three Hundred and no/100ths

Dollars, (\$ 317,300.00), lawful money of the United States of America, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee, dated on or about _____ for the construction of Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902, 903, 904)

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum of Three Hundred Seventeen Thousand Three Hundred and no/100ths

Dollars (\$ 317,300.00), 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.

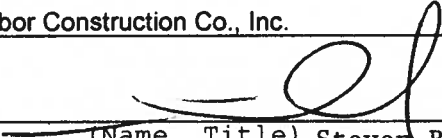
DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND
(Continued)

SIGNED, SEALED, and DATED this 28th day of November, 20 11.

Principal

Harbor Construction Co., Inc.

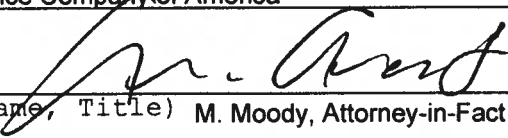
BY:


(Name, Title) Steven R. Padula, President

Surety

Safeco Insurance Company of America

BY:


(Name, Title) M. Moody, Attorney-in-Fact

The foregoing bond is hereby approved
by me as to form

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Francisco }

On November 28, 2011 before me, Virginia L. Ledford-Black, Notary Public
Date Here Insert Name and Title of the Officer

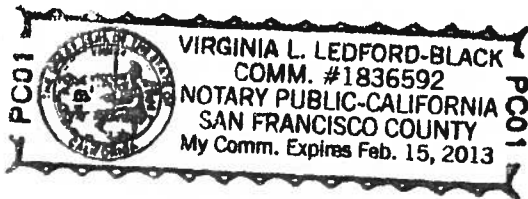
personally appeared M. Moody
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Virginia L. Ledford-Black
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

SAFECO INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JANET C. ROJO, SUSAN HECKER, BETTY L. TOLentino, M. MOODY, MAUREEN O'CONNELL, J. M. ALBADA, BRIAN F. COOPER, ROBERT WRIXON, VIRGINIA L. BLACK, KEVIN RE, MARICELA SANTOS, ALL OF THE CITY OF SAN FRANCISCO, STATE OF CALIFORNIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FOUR HUNDRED MILLION AND 00/100..... DOLLARS (\$ 400,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of May 2011



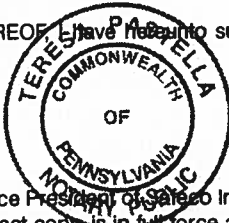
SAFECO INSURANCE COMPANY OF AMERICA

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 28th day of November, 2011.



By Gregory W. Davenport
Gregory W. Davenport, Vice President

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/29/2011

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER LIC #0726293 1-415-391-1500 Gallagher Construction Services/ Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. 1 Market St., Spear Tower #200 San Francisco, CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROPERTY CAS CO OF AMER NAIC # 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

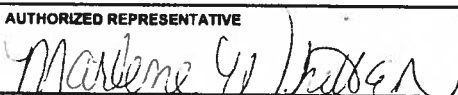
COVERAGES **CERTIFICATE NUMBER: 24215902** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902,903,904)
Builder's Risk Contract Value: \$3,173,000

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD	<input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BUILDING <input type="checkbox"/> CONTENTS			<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> CRIME <input type="checkbox"/> TYPE OF POLICY	TYPE OF POLICY Blk Builder's Risk POLICY NUMBER QT6605441B02ATIL11	03/01/11	03/01/12	<input checked="" type="checkbox"/> Occ Limit <input checked="" type="checkbox"/> Blk Flood <input checked="" type="checkbox"/> Blk EQ <input checked="" type="checkbox"/> Prop Off-site	\$ 25,000,000 \$ 5,000,000 \$ 1,000,000 \$ 500,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER RE: Renovations to Manhattan Heights Center City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies Insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS: THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
11/29/2011

NAME OF INSURED: Harbor Construction Co., Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Valuation: Replacement Cost

Coverage: Special Form, including Flood & Code 7105 Earthmovement.

Other terms, conditions and exclusions subject to the policy.

Ded.: \$10,000-AOP; 2.5%VATOL/\$50,000 min.-EQ; 2%VATOL/\$50,000 min.-Flood

Cancellation Notice Endorsement Form ILT4001209



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2011

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).

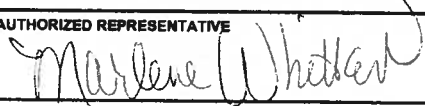
PRODUCER LIC #0726293 1-415-391-1500 Gallagher Construction Services/ Arthur J. Gallagher & Co. Insurance Brokers of CA Inc. 1 Market St., Spear Tower #200 San Francisco, CA 94105	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Harbor Construction Co., Inc. 15550 Rockfield, Bldg.B,#100 Irvine, CA 92618	INSURER A: TRAVELERS PROPERTY CAS CO OF AMER 25674	
	INSURER B: TRAVELERS IND CO OF CT 25682	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24215756 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 (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Blanket Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	DTECO7181B304TIL11	03/01/11	03/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <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 <input checked="" type="checkbox"/> Comp. <input checked="" type="checkbox"/> Collis.	X	DT8107181B304TCT11	03/01/11	03/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTJUB365K894311	03/01/11	03/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Renovations to Manhattan Heights Center, Begg Pool Lockers and Joslyn Center (D-902,903,904)
 ADDITIONAL INSURED(S) / PRIMARY INSURANCE: The City of Manhattan Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions and The Los Angeles County Regional Park and Open Space District
 General Liability: Cross Liability Applies

CERTIFICATE HOLDER RE: Renovations to Manhattan Heights Center City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266 USA	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 
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POLICY NUMBER: DTECO7181B304TIL11 COMMERCIAL GENERAL LIABILITY
NAMED INSURED: HARBOR CONSTRUCTION CO., INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - II. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional

COMMERCIAL GENERAL LIABILITY

Insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4.

As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

COMMERCIAL GENERAL LIABILITY

- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Extension of Coverage – Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- C. Blanket Waiver of Subrogation
- D. Blanket Additional Insured – Managers or Lessors of Premises
- E. Incidental Medical Malpractice
- F. Extension of Coverage – Bodily Injury
- G. Contractual Liability – Railroads
- H. Additional Insured – State or Political Subdivisions
- I. Other Insurance Condition
- J. Increased Supplementary Payments
 - Cost of bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- K. Knowledge and Notice of Occurrence or Offense
- L. Unintentional Omission
- M. Personal Injury – Assumed by Contract
- N. Blanket Additional Insured – Lessor of Leased Equipment

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "Insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible



"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.
6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

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

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

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

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

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

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

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

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

B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:



- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

COMMERCIAL GENERAL LIABILITY

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- 3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
- 4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies Insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS: THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
- F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE - GLASS
- H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., Policy Term, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE.

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

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

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

6. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

1. REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS:

THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: DTJUB365K894311

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any Person or Organization(s) as required by the written contract.

DATE OF ISSUE: 03-01-2011 ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 11 (A)**

POLICY NUMBER: DTJUB365K894311

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

- 1. Name: ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:
 - a) REFERS TO THIS POLICY AND STATES THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE PROVIDED TO THAT PERSON OR ORGANIZATION; AND
 - b) IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION.

ADDRESS: SUCH NOTICE WILL BE MAILED TO THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE.

- 2. Number of Days Written Notice: 30 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/01/2011

Policy No. DTJUB365K894311

Endorsement No.

Insured Harbor Construction Co., Inc.

Premium \$

Insurance Company

Countersigned by

Travelers Property Casualty Company of America

M. Whalen

DATE OF ISSUE: 03 -01 - 2011

ST ASSIGN:

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
11/29/2011

NAME OF INSURED: Harbor Construction Co., Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

General Liability:

Blanket Additional Insured-Contractor Endorsement Form CGD2460805

Blanket Additional Insured-Lessor of Leased Equipment Endorsement Form CGD3160704

Blanket Waiver of Subrogation Endorsement Form CGD3160704

Cancellation Notice Form ILT4001209

Automobile:

Blanket Additional Insured and Waiver of Subrogation Endorsement Form CAT3530609

Cancellation Notice Form ILT4001209

Workers' Compensation:

Blanket Waiver of Subrogation Endorsement Form WC990376

Cancellation Notice Form 990601

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.

(GENERAL)
(Continued)

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

A. General Liability

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

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

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

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

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

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

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

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

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.

(AUTO)
(CONTINUED)

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

A. Auto Liability

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

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

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Named Insured _____

Name of Insurance Company _____

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

By _____
Signature of Authorized Representative

Approved _____
City Risk Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

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 _____
 PROJECT NO. _____
 Contractor _____
 Address _____
 Telephone _____
 Submitted by: _____
 Date _____
 Progress Estimate No. _____
 Contract Award Amount \$ _____

No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This Estimate	Total Quantity To Date	Total Amount To Date
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

City Approval: _____ Date: _____