



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
Ed Kao, Senior Civil Engineer

DATE: March 6, 2012

SUBJECT: Award a Construction Contract to John S. Meek Company, Inc. for the Manhattan Beach Pier Localized Structural Rehabilitation Project (\$253,250.00); Award a Professional Engineering Services Contract to Arcadis (\$51,900) for Construction Inspection Services; and, Approve an Amendment (\$20,000) to the Existing Design Contract with Moffatt & Nichol for Construction Period Consultation.

RECOMMENDATION:

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

1. Authorize the City Manager to award a contract in the amount of \$253,250.00 to John S. Meek Company, Inc. for the Manhattan Beach Pier Localized Structural Rehabilitation Project
2. Authorize the City Manager to approve additional work in an amount not-to-exceed \$50,650.00 (20%);
3. Authorize the City Manager to execute a Professional Engineering Services contract with Arcadis in an amount not-to-exceed \$51,900 for construction inspection services.
4. Approve an Amendment to the existing design contract with Moffatt & Nichol increasing the not-to-exceed amount from \$37,000 to \$57,000 for Construction Period Consultation.

FISCAL IMPLICATION:

Funding for this project in the amount of \$500,000 was appropriated through the fiscal year 2011-2012 Capital Improvement Plan (CIP).

The following table indicates available project funding, expected costs and anticipated balance:

Manhattan Beach Pier Localized Structural Rehabilitation Project	
Available Project Funding (CIP 12833E)	FY 2011-2012 Budget
State Pier and Parking Fund	\$500,000
Total Budget	\$500,000

Expected Expenditures	
Construction Contract (John S. Meek Company, Inc.) RECOMMENDED	\$253,250.00
Construction Contingency (20%) RECOMENDED	\$50,650.00
Construction Engineering/Project Management Services (Arcadis) RECOMMENDED	\$51,900
Construction Period Design Consultation (Moffatt & Nichol) RECOMMENDED	\$20,000
Design Services (Moffatt & Nichol Design)	\$37,000
Total Moffatt & Nichol Expenses	\$57,000
Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising, etc.)	\$215
Los Angeles County Permitting (Beaches and Harbors and Public Works)	\$500
Total Expected Expenditures	\$413,515
Anticipated balance available upon project completion	\$86,485

BACKGROUND:

The Manhattan Beach Pier is a reinforced concrete structure constructed between 1917 and 1920. In the 1950s, the County of Los Angeles completed a major repair project where pneumatically placed concrete was placed on areas showing deterioration. This project resulted in an almost freeform shape of the piles and girders. In the 1980s, corrosion in the reinforcing steel caused concrete to spall from the structure causing hazardous conditions for persons walking under the pier. In 1988, the City entered into an operating agreement with the State of California where the City took over maintenance responsibilities for the pier. Also in 1988, a full structural assessment of the pier was conducted that identified structural deficiencies and recommended rehabilitation. In 1992, the latest major rehabilitation project was completed. This project included full removal and replacement of the pier deck and much of the support structure. Other than lights and railing repairs, this was the last significant rehabilitation work performed on the pier.

On November 16, 2010, City Council awarded a contract to Moffatt & Nichol to perform a condition assessment of the pier. The assessment was completed and identified that the pier is in fair condition with localized areas of moderate to advanced deterioration requiring localized repairs. On August 2, 2011 City Council awarded a contract to Moffatt & Nichol to prepare plans, specifications and estimates for the pier repairs. On December 20, 2011 City Council approved the plans and specifications for the Pier Structural Rehabilitation Project and authorized the City Manager to solicit bids.

The plans and specifications address needed repairs as follows:

1. Rehabilitation of localized concrete cracks and spalls at 68 locations.
2. Replacement of utility line hangers under the pier deck at 22 locations.
3. Installation of utility conduit at one location.

Los Angeles County Department of Beaches and Harbors

The work will require a Right of Entry Permit from the Los Angeles County Department of Beaches and Harbors. This permit will restrict contractor access to the beach through two routes immediately north and south of the pier only. The permit will allow construction access from the sand above the high-tide line. Grunion habitat will be protected by avoiding contractor contact below the high tide line. Access below the high-tide line and over the water will be gained from

the pier deck utilizing special boom trucks or from temporary work platforms mechanically attached to the pier.

State of California Department of Parks and Recreation

The State of California owns the pier. In 1988, the City and the State Department of Parks and Recreation entered into an operating agreement related to operation and maintenance of the pier.

The agreement was extended in 2008 for another 20-year term. The agreement requires the City to bear all costs to operate and maintain the pier including maintenance efforts of the type included in this project. State staff has been consulted and have been provided a copy of the plans and specifications for the pier rehabilitation.

Coastal Development Permit

The Community Development Department has determined that the pier project is exempt from a Coastal Development Permit pursuant to the City of Manhattan Beach Local Coastal Program Section A.96.050 Exemptions/Categorical Exclusions, C. Repair and Maintenance Activities.

County Lifeguard

City staff has consulted with lifeguard staff and has included provisions in the specifications to coordinate the repair work with lifeguard operations and to protect beachgoers from the contractor's operations.

Other Requirements

The contractor will be required to limit work to three pier spans (four column bents) at a time. This will limit the footprint of the work and minimize impacts to beachgoers during construction. Additionally, all construction debris will be captured in nets below the work and will not contact the sand or water.

Environmental Review

The California Environmental Quality Act (CEQA) requires public agencies to document and consider the environmental implications of their actions. Based on the scope of work, the Pier Rehabilitation Project is categorically exempt pursuant to Section 15301, Class 1(d). The project involves restoration/rehabilitation of deteriorated or damaged existing structures or facilities to meet current standards of public health and safety. A Notice of Exemption has been filed with the Los Angeles County Clerk's office.

DISCUSSION:

Bid Proposals

Bids were solicited on an open competitive basis in accordance with the provisions of the State Public Contract Code. This project was advertised for bids in seven (7) construction industry publications and was listed on the City's website for upcoming bids. Subsequently, twenty (20) sets of plans and specifications were provided to contractors, subcontractors and material suppliers.

A total of six (6) competitive bids were received and opened on February 2, 2012. The bids ranged from the low bid of \$253,250.00 by John S. Meek Company, Inc. to the highest bid of \$456,000.00 in accordance with the following table:

NO.	CONTRACTOR	BID AMOUNT
LOW	John S. Meek Company, Inc.	\$253,250.00
2.	Superior Gunite	\$268,400.00
3.	Kormx Inc.	\$272,572.00
4.	Slater Waterproofing, Inc.	\$325,163.00
5.	Zusser Co. Inc.	\$329,800.00
6.	Garcia Juarez Construction, Inc.	\$456,000.00
	Engineer's Estimate	\$315,000.00

John S. Meek Company's bid was reviewed by the Public Works Department and found to be responsive. Representatives of agencies where work has been performed by John S. Meek Company have indicated that the work performed was to their satisfaction. The current project was discussed with a representative of the firm and he expressed confidence in his bid and a desire to perform the work.

Work to be Done and Additional Work Authority

The work addresses localized structural deterioration. The work will include chipping existing concrete away from cracks where corrosion of the underlying reinforcing steel is evident. The reinforcing steel will be replaced or treated and special concrete patching will be placed to restore the surface flush with adjacent surfaces. The plans and specifications indicate estimated rehabilitation limits. Actual limits may change if more or less corrosion is detected as the contractor chips concrete away to make repairs. Consultant marine engineers and inspectors will monitor the work closely to direct rehabilitation limits during the work. It is likely that removal limits will vary from those indicated on the plans; therefore, a 20% contingency will be requested in lieu of the traditional 10% contingency. If the contingency is approved with this award, a report of any additional would be provided to City Council at the end of the project.

Construction Inspection Services (\$51,900)

A consultant inspector is required that has extensive experience with marine structures and the specialized polymer concrete repair. The City issued requests for proposals (RFPs) to three firms known to have the required experience. The individual, approach and fee proposed by Arcadis were determined by staff to best meet the City's needs. Arcadis will provide a very experienced inspector to monitor the project continuously during construction. The inspector will observe the repairs and provide direction regarding repair limits. Additionally, the inspector will assure compliance with the plans, specifications, permit conditions and safety precautions included in the contract. The recommended contract with Arcadis will provide the inspector for 8 hours per day for the 60 working days on the project.

Construction Period Engineering Consultation (\$20,000)

Moffatt & Nichol prepared the plans and specifications for this project. It is recommended that

Moffatt & Nichol be available during construction to provide recommendations if unforeseen deterioration is encountered during the repairs. On August 2, 2011, The City entered into an agreement with Moffatt & Nichol in the amount of \$37,000 for design. It is recommended that this existing agreement be amended to provide for construction period consultation and the not-to-exceed contract amount be raised from \$37,000 to \$57,000.

Project Schedule

Upon approval of the award of contract, City staff anticipates that construction will start in late March 2012 and conclude in mid-June 2012 (sixty working days). Work would be restricted to non-holiday weekdays.

Attachments:

- 1) Construction Contract with John S. Meek Company, Inc.
- 2) Agreement with Arcadis
- 3) Amendment to Agreement with Moffatt & Nichol

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and ARCADIS U.S., Inc., a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services as necessary for
Construction Inspection Services for the Manhattan Beach Pier Localized Structural Rehabilitation;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 **Termination.** CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

1.2 **Extension** - CITY shall have the right to extend this agreement if CONSULTANT is working on an assignment and it is in the CITY's best interest to have CONSULTANT complete that assignment.

2. **Services to be Provided.** The services to be provided hereunder shall be ***those set forth in Exhibit "A", Scope of Work***, which is attached hereto and incorporated herein by this reference. Written authorization by CITY will be required for all services provided.

3. **Compensation.** CONSULTANT shall be compensated as follows:

3.1 **Amount.** Compensation under this Agreement shall not exceed

Fifty One Thousand and Nine Hundred Dollars (\$51,900.00) for all services provided on all assignments.

3.2 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, ***[payment shall be based on hourly rates in Exhibit "B"]***.

3.3 **Expenses.** CONSULTANT shall not be entitled to any additional compensation for expenses.

4. **Professional Standards.** CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. **Time of Performance.** CONSULTANT shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion may extend the time for performance of any service.

6. **Employees and Subcontractors.** CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. **Insurance Requirements.**

7.1 **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain

in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

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

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

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special

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

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

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

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

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

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

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or

ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. **Ownership of Work Product.** All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

445 South Figueroa Street, Suite 3650, Los Angeles, CA 90071

b. Address of CITY is as follows:

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

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Licenses, Permits, and Fees.** CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. **Indemnification.** CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By



CITY OF MANHATTAN BEACH

By

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Public Works Approval

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

THIS AGREEMENT, made and entered into this 15th day of Feb 2012, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and John S. Meek Company, 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:

Manhattan Beach Pier Localized Structural Rehabilitation

in accordance with the specifications and Special Provisions therefor, and also in accordance with the Specifications entitled "Standard Specifications for Public Works Construction, 2009 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:

Dwg. No. D-905, Sheets 1 to 19

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: \$253,250.00

Total Cost In Writing: Two Hundred Fifty Three Thousand Two Hundred Fifty Dollars and No Cents

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

A G R E E M E N T

(Continued)

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

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

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

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

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

Contractor

BY John S. Meek
Its President

and

BY John S. Meek
Its Secretary

14732 S. Maple Avenue, Gardena CA 90248
Address

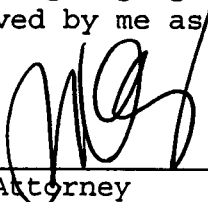
ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby approved by me as to form


City Attorney

Public Works Approval

CITY OF MANHATTAN BEACH
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, John S. Meek Company, Inc.- 14732 So. Maple Ave. Gardena, CA. 90248
as principal, and, SureTec Insurance Company a corporation,
incorporated, organized, and existing under the laws of the State of
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 \$253,250

Two Hundred Fifty Three Thousand Two Hundred and Fifty Dollars (\$253,250), 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 7th day of February
, 2012, with the said City of Manhattan Beach for

Manhattan Beach Pier Localized Structural Rehabilitation per Plan No. D-905,
Sheets 1 to 19 and the Specifications prepared therefor

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 John S. Meek Company, 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 John S. Meek Company, 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)

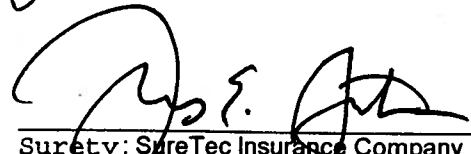
In the event any suit, action, or proceeding is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED, and DATED this 14th day of February, 2012.

(CORPORATE SEAL)


Principal: John S. Meek Company, Inc.

(CORPORATE SEAL)


Surety: SureTec Insurance Company
Attorney-In-Fact: James E. Gutmann

The foregoing bond is hereby approved
by me as to form

City Attorney

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Donald L. Wood, James E. Gutmann, Kevin S. Bogart, Scott M. Milne

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

State of Texas
County of Harris

ss:



SURETEC INSURANCE COMPANY

By: [Signature]
B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]

Michelle Denny, Notary Public
My commission expires August 27, 2012

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

Given under my hand and the seal of said Company at Houston, Texas this 14th day of February, 2012, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

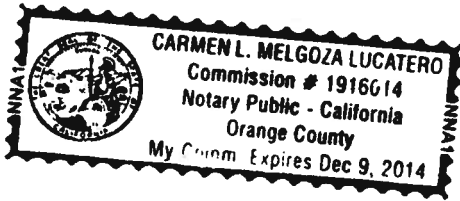
State of California }
County of Orange } ss.

On Feb. 14, 2012 before me, Carmen L. Melgoza
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James E Gutmann
Name(s) of Signer(s)

- Personally known to me
- 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.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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: _____

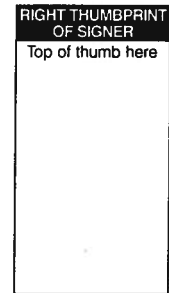
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 2/15/2012 before me, Patrick F. Sullivan, Notary Public
(Here insert name and title of the officer)

personally appeared JOHN S. MEEL

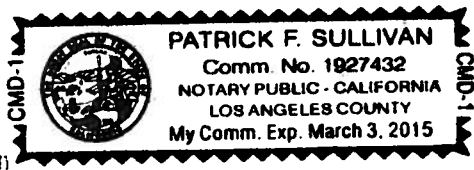
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Patrick F. Sullivan
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

PERFORMANCE Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 2/14/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

CITY OF MANHATTAN BEACH
LABOR AND MATERIALS BOND

Bond No. 5131672
Premium Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, John S. Meek Company, Inc.- 14732 So. Maple Ave., Gardena, CA. 90248
as principal, and SureTec Insurance Company- 3033 5th Ave., Suite 300 San Diego, CA. 92103
as surety, are held and firmly bound unto the CITY OF MANHATTAN BEACH, State
of California, in the sum of

Two Hundred Fifty Three Thousand Two Hundred and Fifty Dollars (\$253,250 _____) 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

Manhattan Beach Pier Localized Structural Rehabilitation per Plan No. D-905,
Sheets 1 to 19 and the Specifications prepared therefor

all as is more specifically set forth in said contract or agreement, a full,
true, and correct copy of which is hereunto attached, and hereby referred to
and by this reference incorporated herein and made a part hereof.

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

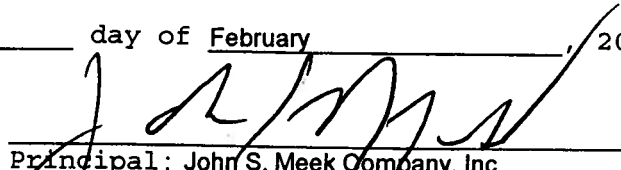
This bond is executed pursuant to the provisions of Chapter 7 of
Division 3, Part 4, Title 15, of the Civil Code of the State of California,
and shall inure to the benefit of any and all persons entitled to file
claims under Chapter 4 of Division 3, Part 4, Title 15 of the Civil Code of
California as 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 14th day of February, 2012.


Principal: John S. Meek Company, Inc.


Surety: SureTec Insurance Company
Attorney-in-Fact: James E. Gutmann

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Donald L. Wood, James E. Gutmann, Kevin S. Bogart, Scott M. Milne

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

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

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

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

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

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

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

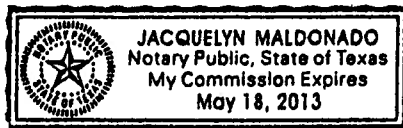
SURETEC INSURANCE COMPANY

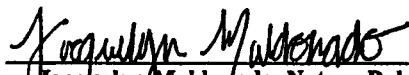
By: 
John Knox Jr., President



State of Texas ss:
County of Harris

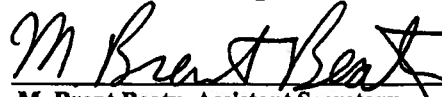
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he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




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

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

Given under my hand and the seal of said Company at Houston, Texas this 14th day of February, 2012, A.D.


M. Brent Beaty, Assistant Secretary

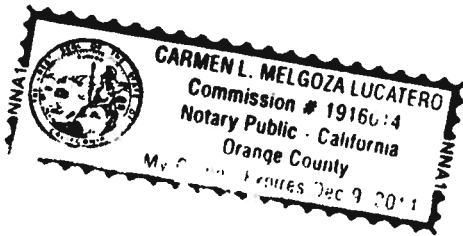
Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On Feb 14, 2012 before me, CARMEN L. MELGOZA
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared James E. Gutman
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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: _____

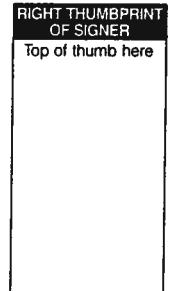
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 2/15/2012 before me, Patrick F. Sullivan, Notary Public
(Here insert name and title of the officer)

personally appeared JOHN S. Meek

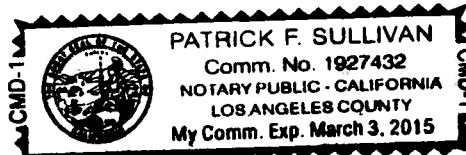
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Patrick F. Sullivan
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 2/14/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

That we, John S. Meek Company, Inc.-14732 So. Maple Ave., Gardena, CA. 90248
as principal, and SureTec Insurance Company-3033 5th Ave., Suite 300 San Diego, CA. 92103,

a corporation organized and existing under the laws of the State of
, and authorized to do a general surety business in the State of California,
as Surety, are held and firmly bound unto the City of Manhattan Beach
(hereinafter called Owner), a municipal corporation of the State of

California, in the full and just sum of Two Hundred Fifty Three Thousand Two Hundred
and Fifty _____ Dollars (\$253,250 _____), 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 February 7, 2012
for the construction of

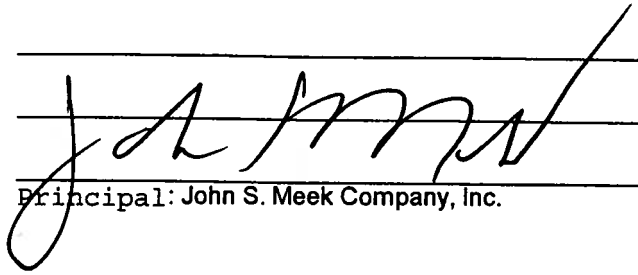
Manhattan Beach Pier Localized Structural Rehabilitation per Plan No. D-905,
Sheets 1 to 19 and the Specifications prepared therefor

WHEREAS, the Principal contracted to give the obligee a surety bond in the
sum of Two Hundred Fifty Three Thousand Two Hundred and Fifty Dollars _____
Dollars (\$253,250 _____), 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.

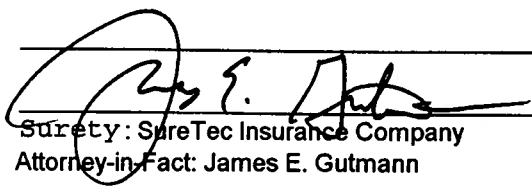
NOW, THEREFORE, if the Principal shall well and truly make good and
protect the said obligee against the results of materials, equipment, or
workmanship which are inferior, defective, or not in accordance with the
terms of said contract having been used or incorporated in any part of the
work performed 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 14th day of February,
2012.



Principal: John S. Meek Company, Inc.



Surety: SureTec Insurance Company
Attorney-in-Fact: James E. Gutmann

The foregoing bond is hereby approved
by me as to form

City Attorney

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Donald L. Wood, James E. Gutmann, Kevin S. Bogart, Scott M. Milne

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/12 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28th day of October, A.D. 2008.

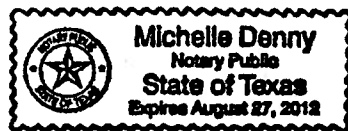
State of Texas ss:
County of Harris

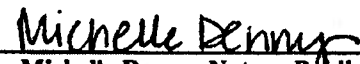


SURETEC INSURANCE COMPANY

By: 
B.J. King, President

On this 28th day of October, 2008 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Michelle Denny, Notary Public
My commission expires August 27, 2012

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

Given under my hand and the seal of said Company at Houston, Texas this 14th day of February, 2012, A.D.


M. Brent Beaty, Assistant Secretary

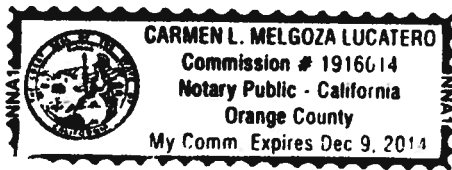
Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange } ss.

On Feb 14, 2012 before me, Carmen L Melgoza
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared James E. Gudmann
Name(s) of Signer(s)

- personally known to me
- 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.

WITNESS my hand and official seal.

Carmen L Melgoza
Signature of Notary Public

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: _____

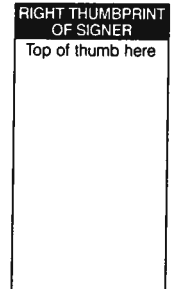
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 2/15/2012 before me, Patrick F. Sullivan, Notary Public
(Here insert name and title of the officer)

personally appeared JOHN S. Meek

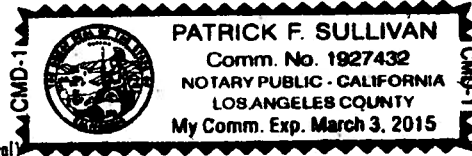
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Patrick F. Sullivan
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>DEFECTIVE MATERIALS</u> <small>(Title or description of attached document)</small></p> <p><u>WORKMANSHIP, AND EQUIPMENT Bond</u> <small>(Title or description of attached document continued)</small></p> <p>Number of Pages _____ Document Date <u>2/14/12</u></p> <p>_____ <small>(Additional information)</small></p>

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input checked="" type="checkbox"/> Corporate Officer</p> <p>_____ <small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #1
(GENERAL)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, The County of Los Angeles and its Special Districts, The State of California Department of Parks and Recreation, and the City of Manhattan Beach, their employees, officers, elected officials, agents, volunteers, and members of boards and commissions shall be named as additional insureds. 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 Los Angeles County Department of Beaches and Harbors, The State of California Department of Parks and Recreation, The County of Los Angeles Fire Department Life Guard Division and 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):

Manhattan Beach Pier Localized Structural Rehabilitation per Plan No. D-905, Sheets 1 to 19 and the Specifications prepared therefor

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.

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
(Continued)

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.

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



AGENCY CUSTOMER ID: 10192159

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED John S. Meek Company, Inc.	
POLICY NUMBER See Certificate Number: 570045260078		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570045260078	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
written contract.

CITY OF MANHATTAN BEACH
1400 HIGHLAND AVENUE
MANHATTAN BEACH, CALIFORNIA 90266
(310) 802-5300

INSURANCE ENDORSEMENT FORM #2
(AUTO)

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, The County of Los Angeles and its Special Districts, The State of California Department of Parks and Recreation, and the City of Manhattan Beach, their employees, officers, elected officials, agents, volunteers, and members of boards and commissions shall be named as additional insureds. 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 Los Angeles County Department of Beaches and Harbors, The State of California Department of Parks and Recreation, The County of Los Angeles Fire Department Life Guard Division and 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):
Manhattan Beach Pier Localized Structural Rehabilitation per Plan No. D-905, Sheets 1 to 19 and the Specifications prepared therefor
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.

INSURANCE ENDORSEMENT FORM #2
(AUTO)
(CONTINUED)

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.

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 2/9/12 at 12:01 a.m. and forms a part of Policy No. WPA102991600.

Named Insured John S. Meek Company, Inc.

Name of Insurance Company Wesco Insurance Company

I, Julie Felix (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 Julie Felix
Signature of Authorized Representative

Approved _____

City Risk Manager

Date

PLEASE ATTACH CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2012

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 Venbrook Ins. Services, CA Lic 0D80832 6320 Canoga Avenue 12th Floor Woodland Hills CA 91367	CONTACT NAME: Julie Felix PHONE (AG, No, Ext): (818) 598-8940 FAX (AG, No): (818) 598-5686 E-MAIL ADDRESS: JFelix@venbrook.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED John S. Meek Company, Inc. 14732 South Maple Avenue Gardena CA 90248	INSURER A: Wesco Insurance Company	
	INSURER B: Federal Insurance Company 20281	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12-13 AL/WC 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPA102991600	2/1/2012	2/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0044724098	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	(USL&H/Jones)			0044724098	1/1/2012	1/1/2013	Ea. Acc 1M Dis/Emp. 1M/1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Los Angeles and its Special Districts, The State of California Department of Parks and Recreation, and the City of Manhattan Beach, their employees, officers, elected officials, agents, volunteers, and members of boards and commissions are named as Additional Insured's under the Automobile Liability policy if required by written contract with the Named Insured but only for coverages and limits provided by the policy and the additional insured endorsement. *10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Others

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

POLICY NUMBER: WPA1029916 00

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

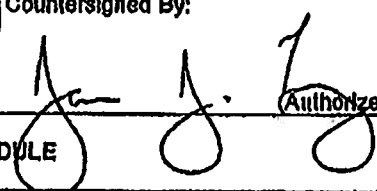
This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/01/12	Countersigned By:  (Authorized Representative)
Named Insured: JOHN B. MEEK COMPANY, INC.	

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS, TO NAME AS ADDITIONAL INSURED.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF SUBROGATION APPLIES

CITY OF MANHATTAN BEACH

Manhattan Beach Pier Localized Structural Rehabilitation

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

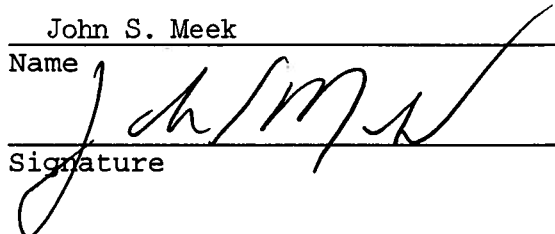
The absence of any proposed security deposits (to be listed above), or information designating an escrow arrangement, and/or the Contractor's signature, shall constitute an acceptance by the Contractor that a five percent (5%) deduction from any and all payments to him shall be withheld by the Agency 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:

President

Title

John S. Meek

Name


Signature

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH
AND MOFFATT & NICHOL**

This First Amendment is to that certain Agreement dated August 2, 2011 ("Agreement") by and between the City of Manhattan Beach, a California municipal corporation ("City") and Moffatt & Nichol ("Consultant") and is hereby entered into as of February 10, 2012.

RECITALS

A. On August 2, 2011, the City and Consultant entered into an agreement for professional services related to the rehabilitation of the Manhattan Beach Pier ("Agreement");

B. City desires to amend that Agreement for additional consulting services during the construction of the Manhattan Beach Pier Localized Structural Rehabilitation project and to provide additional compensation for those services;

C. Consultant desires to provide the additional services;

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in Exhibit A attached to this Amendment No. 1 to the full satisfaction of the City and pursuant to the timeline as directed by City.

Section 2. For the services described in Exhibit A attached to this Amendment No. 1, City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed \$20,000 based on the hourly rates set forth in Exhibit B to this First Amendment. Said compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). City shall pay Consultant said compensation in accordance with the schedule of payment set forth in the Agreement.

Section 3. The services to be provided by Consultant under this First Amendment shall be pursuant to the terms and conditions of the Agreement.

Section 4. Except as specifically amended by this First Amendment, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

MOFFATT & NICHOL

J. McNeill B.U.L.
By Jim McCusker 2/14/12

By _____

[signatures continued on next page]

CITY OF MANHATTAN BEACH
A Municipal Corporation

City Manager, David N. Carmany

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

APPROVED AS TO CONTENT:

Public Works

EXHIBIT A



3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

(562) 426-9551 Fax (562) 424-7489
www.moffattnichol.com

January 30, 2011

Steve Finton, City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266

**Subject: Proposal to Provide Construction Support Services – Pier Rehabilitation 2011-2012,
Rev. 2**

Dear Mr. Finton:

Moffatt & Nichol is pleased to submit this proposal to provide Construction Support Services for the rehabilitation of the Manhattan Beach Pier. Based on our discussions, we have revised the proposal to reduce the number of hours in the field and remove the bid support task. We propose to provide the following services:


Task 1: Construction Support

- A. Review of Contractor submittals for conformance to plans and specifications (24 hours)
- B. Respond to requests for information (RFIs) (20 hours)
- C. Attend weekly construction meetings (24 hours)
- D. Provide engineering inspection as needed (57 hours)

This proposal is based on one trip to the City per week for an estimated construction duration of 60 days. The weekly trip will be to attend the construction meeting and to provide engineering inspection as needed. We have also budgeted for office time to review submittals and RFIs. If the hours shown above are exceeded, we would need prior written authorization. We propose to provide these services on a time and materials basis in an amount not to exceed \$20,000.

Please contact me or Matt Trowbridge by phone at (562) 426-9551 or by e-mail at jcrumpley@moffattnichol.com or mtrowbridge@moffattnichol.com if you have any questions.

MOFFATT & NICHOL


Jim Crumpley, SE
Project Manager

Attachment: Project Fee Proposal

EXHIBIT B

AGREEMENT

THIS AGREEMENT is made this 2nd day of August, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and MOFFATT & NICHOL, a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to prepare plans and specifications for the rehabilitation of the Manhattan Beach pier per the recommendations included in the Pier Condition Assessment Report prepared by Moffatt & Nichol dated May 20, 2011;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. Services to be Provided. The services to be provided hereunder shall be those set forth in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Thirty Seven Thousand Dollars (\$37,000)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, [payment shall be based on hourly rates in Exhibit "B"].

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY [as set forth in Exhibit "C"]. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

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

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

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

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-

renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

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

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

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

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

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

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Moffatt & Nichol
3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

b. Address of CITY is as follows:

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

(with a copy to):

City Attorney
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

15. Consultant's Proposal. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. Time of Essence. Time is of the essence in the performance of this Agreement.

19. Limitations Upon Subcontracting and Assignment. Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. The provisions of this paragraph shall survive the expiration or termination of this agreement.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be

resolved without resorting to the presumption that ambiguities should be construed against the drafter.


27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By 
J. MILLER + MICHAEL

CITY OF MANHATTAN BEACH

By 
City Manager

ATTEST:

 8-5-11
City Clerk

APPROVED AS TO FORM:


Christi Hagan
City Attorney


Public Works Approval



3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

(562) 426-9551
www.moffattnichol.com

July 13, 2011

Steve Finton, City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266-4795

Subject: Proposal to Provide Structural Engineering Services – Pier Rehabilitation 2011

Dear Mr. Finton:

Moffatt & Nichol is pleased to submit this proposal for engineering services for rehabilitation of the Manhattan Beach Municipal Pier. We proposed to provide the following services:

- A. Prepare repair plans based on the finding of the Pier Condition Assessment study.
- B. Develop repair details for each type of repair anticipated.
- C. Prepare construction specifications and bid documents for the rehabilitation of the pier.
- D. Prepare an engineer's opinion of probable construction cost organized to correspond to the bid items in the bid documents.
- E. Meet with the City at the beginning of the project to clarify scope and schedule; and periodically as necessary to review progress.

We propose to provide these engineering services for a Fixed Fee of \$37,000.

Please contact me by phone at (562) 426-9551 or by e-mail at jcrumpley@moffattnichol.com if you have any questions about this proposal.

MOFFATT & NICHOL

A handwritten signature in black ink, appearing to read "James R. Crumpley".

James R. Crumpley, SE
Project Manager

Time of Performance

Completion of all tasks under this agreement shall be complete within 90 calendar days from the effective date of the Agreement.

AGREEMENT

THIS AGREEMENT is made this 2nd day of August, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and MOFFATT & NICHOL, a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to prepare plans and specifications for the rehabilitation of the Manhattan Beach pier per the recommendations included in the Pier Condition Assessment Report prepared by Moffatt & Nichol dated May 20, 2011;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. Services to be Provided. The services to be provided hereunder shall be those set forth in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Thirty Seven Thousand Dollars (\$37,000)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, [payment shall be based on hourly rates in Exhibit "B"].

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY [as set forth in Exhibit "C"]. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

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renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

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

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12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

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3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

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- (1) it has investigated the work to be performed;
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20. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. The provisions of this paragraph shall survive the expiration or termination of this agreement.

22. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

25. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be

resolved without resorting to the presumption that ambiguities should be construed against the drafter.

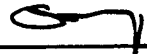
27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.


CONSULTANT

By 
J. MILLER + MICHAEL

CITY OF MANHATTAN BEACH


By 
City Manager

ATTEST:

 8-5-11
City Clerk

APPROVED AS TO FORM:


Christi Hagan
City Attorney


Public Works Approval



moffatt & nichol

3780 Kieroy Airport Way, Suite 600
Long Beach, CA 90808

(562) 428-9551 Fax: (562) 428-9552
www.moffattnichol.com

July 13, 2011

Steve Finton, City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90286-4795

Subject: Proposal to Provide Structural Engineering Services – Pier Rehabilitation 2011

Dear Mr. Finton:


Moffatt & Nichol is pleased to submit this proposal for engineering services for rehabilitation of the Manhattan Beach Municipal Pier. We proposed to provide the following services:

- A. Prepare repair plans based on the finding of the Pier Condition Assessment study.
- B. Develop repair details for each type of repair anticipated.
- C. Prepare construction specifications and bid documents for the rehabilitation of the pier.
- D. Prepare an engineer's opinion of probable construction cost organized to correspond to the bid items in the bid documents.
- E. Meet with the City at the beginning of the project to clarify scope and schedule; and periodically as necessary to review progress.

We propose to provide these engineering services for a Fixed Fee of \$37,000.

Please contact me by phone at (562) 426-9551 or by e-mail at jcrumpley@moffattnichol.com if you have any questions about this proposal.

MOFFATT & NICHOL


James R. Crumpley, SE
Project Manager

COST PROPOSAL

Moffatt & Nichol
Project Bid Proposal

Pub Work-up: 10A
CIP Work-up: 0A

Date: 09/22/11

Project Number: 132101
Project Title: Pier Rehabilitation 2011 - Construction Month Bid
Project Manager: James R. Diamond
Revision: 01/01/11

Item	Task	Description	Principal		Supervisory		Skilled		EIT		CLASSIFICATION/AMT		Material	Subcontractor	Permit	Design	Construction	General	Labor		
			Req./Hrs	Rate	Req./Hrs	Rate	Req./Hrs	Rate	Req./Hrs	Rate	Req./Hrs	Rate								Req./Hrs	Rate
A	1	North Side Repair Plans	2.0	\$187.50	2.0	\$187.50	8.0	\$187.50	8.0	\$187.50	P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10	11A, 11B, 11C, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 11N, 11O, 11P, 11Q, 11R, 11S, 11T, 11U, 11V, 11W, 11X, 11Y, 11Z									
	2	South Side Repair Plans	2.0		2.0		8.0		8.0												
	3	Final Repair Plans	4.0		4.0		16.0		16.0												
	4	Structural Detailing	2.0		2.0		8.0		8.0												
	5	Detailing Revisions	2.0		2.0		8.0		8.0												
B	1	Provide Basic Specifications	4.0		4.0		16.0		16.0												
	2	Utility Survey Stakes	2.0		2.0		8.0		8.0												
C	1	Construction Estimate	4.0		4.0		16.0		16.0												
M	1	Insurance	4.0		4.0		16.0		16.0												
	2	Quality Review	4.0		4.0		16.0		16.0												
TOTAL			24.0	\$7,310.00	24.0	\$7,310.00	96.0	\$214,000.00	96.0	\$214,000.00											
TOTAL LABOR			24.0	\$7,310.00	24.0	\$7,310.00	96.0	\$214,000.00	96.0	\$214,000.00											
TOTAL MATERIAL																					
TOTAL SUBCONTRACTOR																					
TOTAL PERMIT																					
TOTAL DESIGN																					
TOTAL CONSTRUCTION																					
TOTAL GENERAL																					
TOTAL LABOR			24.0	\$7,310.00	24.0	\$7,310.00	96.0	\$214,000.00	96.0	\$214,000.00											
TOTAL MATERIAL																					
TOTAL SUBCONTRACTOR																					
TOTAL PERMIT																					
TOTAL DESIGN																					
TOTAL CONSTRUCTION																					
TOTAL GENERAL																					
TOTAL PROJECT ESTIMATE																					

Total Subcontractor Labor Cost: \$214,000.00
 Total Other Direct Costs: \$14,000.00
 Add-up on Subcontractor's Estimate on LSC: \$37,000.00
Total Project Estimate: \$337,000.00

Time of Performance

Completion of all tasks under this agreement shall be complete within 90 calendar days from the effective date of the Agreement.