



# Staff Report

## City of Manhattan Beach

**TO:** Honorable Mayor Powell and Members of the City Council

**THROUGH:** David N. Carmany, City Manager

**FROM:** Jim Arndt, Director of Public Works  
Raul Saenz, Utilities Manager  
Brian Wright, Water Utility Supervisor

**DATE:** June 19, 2012

**SUBJECT:** Construction Contract with Total Concept Sales, Inc. (\$81,285) for the Water and Wastewater Facilities Voltage Surge Suppression Installation Project and Additional Appropriation from the Water Fund Reserves (\$6,134) and Wastewater Fund Reserves (\$8,452).

**RECOMMENDATION:**

Staff recommends that City Council:

1. Award a contract to Total Concept Sales, Inc. in the amount of \$81,285 for the Water and Wastewater Facilities Voltage Surge Suppression Installation Project and authorize the City Manager to execute said contract;
2. Appropriate Water Fund Reserves in the amount of \$6,134 and Wastewater Fund Reserves in the amount of \$8,452 (\$14,586 total) to the Water and Wastewater Facilities Voltage Surge Suppression Installation Project to provide funding for the recommended contract; and,
3. Authorize the City Manager to approve additional work in an amount not-to-exceed \$8,128 (10% contingency).

**FISCAL IMPLICATION:**

Funding for the recommended contract would be provided from appropriations made by City Council for this project as shown in Table 1 below.

**TABLE 1**  
**BUDGET**

2011-2012 Water Pumping Supplemental Budget: <b>501-18-231-5101</b>	\$36,714.00
2011-2012 Sewer Maintenance Supplemental Budget: <b>503-18-321-5101</b>	\$38,113.00
Additional Appropriations from Water and Wastewater Fund Reserves	\$14,586.00
<b>TOTAL BUDGET PLUS APPROPRIATION</b>	<b>\$89,413.00</b>

Estimated project costs are as shown in Table 2 below.

**TABLE 2**

<b>ESTIMATED COSTS</b>	
<b>Budgeted plus appropriations</b>	<b>\$89,413.00</b>
Recommended Construction Contract with Total Concept Sales, Inc.	\$81,285.00
Recommended 10% Contingency	\$8,128.00
<b>Total Estimated Costs</b>	<b>\$89,413.00</b>
<b>Estimated Balance</b>	<b>\$0.00</b>

**BACKGROUND:**

The City of Manhattan Beach operates eight (8) potable water and ten (10) waste water facilities that require electrical power provided by Southern California Edison (SCE). These facilities are equipped with electrical equipment that is vulnerable to damage from power surges entering from Edison’s electrical system. In an effort to protect the equipment, surge suppression systems would be installed under the recommended contract to protect critical electrical systems from power surges. The installation of the voltage suppression systems could potentially save costly electrical equipment and reduce the risk of damage to the City’s supervisory control and data acquisition (SCADA) System components.

This project will involve:

- Correctly sizing individual voltage surge suppression systems to adequately protect each facility based on the size and service of each facility.
- Installing voltage suppression systems according to manufacturer specifications and all applicable electrical construction code.
- Wiring and programming voltage suppression systems according to manufacturer specifications to provide optimum power protection to each facility.
- Providing City with wiring diagrams for each of the installed voltage suppression systems, to include all new and/or modified equipment and materials.

**DISCUSSION:**

Bid Proposals

On April 3, 2012, City Council approved specifications and authorized Staff to solicit bids for the Water and Wastewater Facilities Voltage Surge Suppression Installation Project. On April 12, 2012, this project was advertised for bids in accordance with the City policy. In an effort to enhance competition, staff contacted and mailed Bid Packages to four known local electrical and motor control contractors. Subsequently, bids were submitted by two contractors as follows:

<b>No.</b>	<b>Name of Bidder</b>	<b>Bid Amount</b>
1	Total Concept Sales, Inc.	\$ 81,285.00
2	Control Maintenance and Repair, Inc.	\$ 83,414.96

Lowest Responsive Bidder – Total Concept Sales, Inc.

The Lowest Responsive Bidder is Total Concept Sales, Inc. The Total Concept Sales, Inc. bid was

reviewed by the Public Works Department and found to be responsive. Staff reviewed Total Concept Sales, Inc. contractor's license and found it to be in order. References indicate that Total Concept Sales, Inc. has the knowledge and the capability to complete the work. The project was discussed with a representative of the firm and he expressed confidence in his bid and a desire to perform the work.

Additional Appropriation

An additional appropriation in the amount of \$14,586 is required to cover the recommended contract plus 10% contingency.

Authorization of Additional Work (10% Contingency)

While the project bid package was developed to address costs associated with most of the expected improvements, there is a probability of encountering unforeseen conditions. Authorizing the City Manager to approve additional work in an amount not-to-exceed \$8,128 (10% of the recommended contract amount) would expedite completion of the project. If the additional work authority is approved with this award, a report of any additional work would be provided to City Council at the end of the project.

Schedule

Construction is tentatively scheduled to begin on July 16, 2012 and includes 45 working days for completion.

attachments: Contract Documents (3 sets)

xc: Henry Mitzner, Controller

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

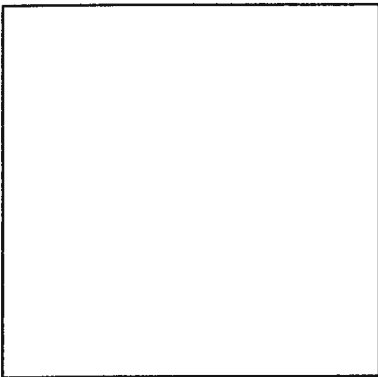
**Water and Wastewater Facilities Voltage Surge Supression System Installation Project**



Completion: 45 Working Days

PUBLIC WORKS DEPARTMENT  
1400 Highland Avenue  
Manhattan Beach, California 90266  
[www.citymb.info](http://www.citymb.info)  
**Project Manager: Raul Saenz**  
**Email: [rsaenz@citymb.info](mailto:rsaenz@citymb.info)**  
**Telephone: (310) 802-5315**

STAMP:



Reviewed by: 

\_\_\_\_\_  
Jim Arndt, Public Works Director

\_\_\_\_\_  
Date

CITY OF MANHATTAN BEACH  
STATE OF CALIFORNIA

**NOTICE TO CONTRACTORS**

\* \* \* \*

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on Tuesday, May 22, 2012, at which time they will be publicly opened and read, for performing work as follows:

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s)

prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.

Dated: April 30, 2012 LIZA TAMURA, City Clerk  
City of Manhattan Beach

**PROPOSAL REQUIREMENTS**Proposal Requirements(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on MAY 22, 2012, sealed proposals for:

(b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

(d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

(e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of

Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded\*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within thirty ( 30 ) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. \*See Paragraph (k) below.

(h) Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

(i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

(j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

(k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.



CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 45 working days in accordance with Drawing No. N/A, Sheets 1 to     , Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

TOTAL CONCEPT SALES, INC.  
2505 Foothill Blvd., Ste G  
La Crescenta, CA 91214

Lic: 907407 818-236-3966

**Water and Wastewater Facilities Voltage Surge Suppression Systems Installation**  
**Project**

**Schedule A**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Mobilization, Demobilization, Site Clean-up and Disposal of Materials	1	LS	1000.00	1000.00
2	Onsite inspection of construction and installation of Voltage Surge Protection Devices	1	LS	2850.00	2850.00
3	Furnish and install new 100 amp Voltage Surge Protection Device at Bell Sewer Lift Station	1	Each	2439.00	2439.00
4	Furnish and install new 600 amp Voltage Surge Protection Device at Block 35 Booster Station	1	Each	2769.00	2769.00
5	Furnish and install new 400 amp Voltage Surge Protection Device at City Hall Sewer Lift Station	1	Each	3439.00	3439.00
6	Furnish and install new 100 amp Voltage Surge Protection Device at Grandview Pressure Station	1	Each	5567.00	5567.00
7	Furnish and Install new 225 amp Voltage Protection Device at Larsson Booster Station	1	Each	2869.00	2869.00

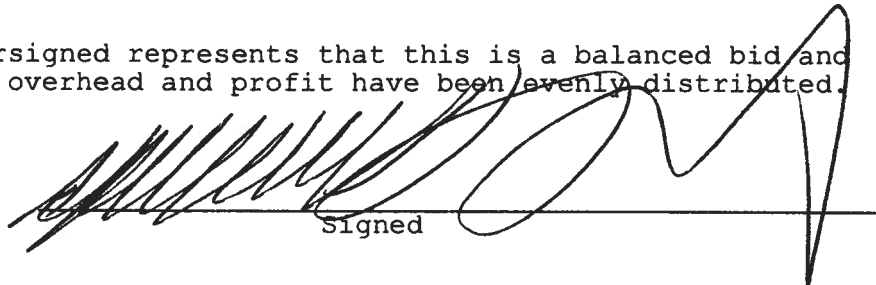
8	Furnish and Install new 400 amp Voltage Surge Protection Device at Marriot Lift Station	1	Each	5537.00	5537.00
9	Furnish and Install new 50 amp Voltage Surge Protection Device at Meadows Lift Station	1	Each	3099.00	3099.00
10	Furnish and Install new 100 amp Voltage Surge Protection Device at Pacific Sewer Lift Station	1	Each	3099.00	3099.00
11	Furnish and Install new 100 amp Voltage Surge Protection Device at Palm Sewer Lift Station	1	Each	3099.00	3099.00
12	Furnish and install new 1200 amp Voltage Surge Protection Device at Peck Reservoir Booster Station	1	Each	5539.00	5539.00
13	Furnish and Install new 150 amp Voltage Surge Protection Device at Manhattan Beach Pier Lift Station	1	Each	3099.00	3099.00
14	Furnish and Install new 50 amp Voltage Surge Protection Device at Manhattan Beach Pier Lift Station	1	Each	3099.00	3099.00
15	Furnish and Install new 100 amp Voltage Surge Protection Device at Poinsettia Sewer Lift Station	1	Each	3099.00	3099.00
16	Furnish and Install new 100 amp Voltage Surge Protection Device at Voorhees Sewer Lift Station	1	Each	3099.00	3099.00
17	Furnish and Install new 800 amp Voltage Surge Protection Device at Well #11-A	1	Each	3099.00	3099.00
18	Furnish and Install new 600 amp Voltage Surge Protection Device at Well #15	1	Each	5537.00	5537.00
19	Furnish and Install new 100 amp Voltage Surge Protection Device at 2nd Street Booster Station	1	Each	2671.00	2671.00

20	Furnish and Install new 300 amp Voltage Surge Protection Device at the 23rd and Peck Lift Station	1	Each	5537.00	5537.00
21	Miscellaneous Parts and Material, Enclosures, Shop Labor and tools.	1	LS	8589.00	8589.00
22	Site Clean-up and disposal of discarded parts and materials	1	LS	2150.00	2150.00

Total Bid Cost: \$ 81,285.00

Total Bid Cost in Writing: \$ Eighty One Thousand Two Hundred Eighty Five Dollars and No Cents.

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

  
 \_\_\_\_\_  
 Signed

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Total Concept Sales, Inc, as principal, and Western Surety Company, as surety are held

and firmly bound unto the City of Manhattan Beach in the sum of Ten Percent (10%) Not to exceed Tweleve\* Dollars, (\$ 12,500.00), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents. \* Thousand Five Hundred

THE CONDITION OF THIS OBLIGATION IS SUCH,

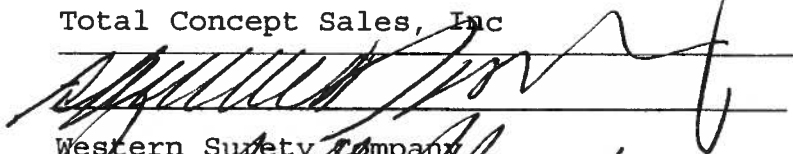
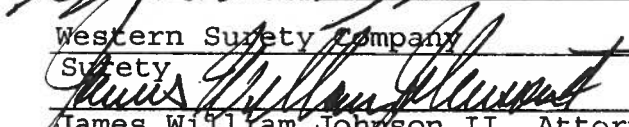
That if the certain proposal of the above bounden Total Concept Sales, Inc to construct Installation of Surge Suppressors on various electrical panels within the City multiple locations within the city of Manhattan Beach.

dated \_\_\_\_\_ is accepted by the City of Manhattan Beach, and if the above bounden Total Concept Sales, Inc,

his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten days (not including Sunday) from the date of the mailing of a notice to the above bounden \*\* by and from the said City of Manhattan Beach that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue; provided, however, that if Principal shall, prior to the mailing of a notice of being awarded the contract notify City of its unwillingness to perform under its bid submittal or request relief from its bid without legal justification, City shall be relieved of any obligation to formally award the contract to Principal and City's rights hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

21st of May, 2012.

Total Concept Sales, Inc  
  
Western Surety Company  
Surety  
  
James William Johnson II, Attorney-in-fact

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71276228

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JAMES WILLIAM JOHNSON II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Total Concept Sales, Inc.

Obligee: City of Manhattan Beach

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice 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 within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 22, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 22nd day of May, 2012.

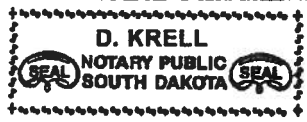


WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 22nd day of May, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell  
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 22nd day of May, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

Acknowledgment of Principal

Acknowledgment of Surety (Attorney-in-Fact)

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO } ss

On \_\_\_\_\_ before me, \_\_\_\_\_,  
date here insert name and title of the officer  
personally appeared JAMES WILLIAM JOHNSON II,  
name(s) of signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(The balance of this page is intentionally left blank.)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Orange

On May 21, 2012 before me, Suzan M. Martinez, Notary Public  
NAME  
personally appeared James William Johnson II  
NAME OF SIGNER

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



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

WITNESS my hand and official seal.

Suzan M. Martinez  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
SIGNER OTHER THAN NAMED ABOVE

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On 5/21/2012 before me, Jill Massehian  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jill Massehian (Seal)





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

State of California )  
County of Los Angeles ) ss.

I, Alfred DerOhanessians, being first duly sworn, deposes and says that he

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

Bidder Alfred DerOhanessians/ Total Concept Sales, Inc.  
By [Signature]  
Title Exec. VP  
Organization Total Concept Sales, Inc.  
Address 2505 Foothill Blvd., Ste G La Crescenta, CA 91214

Subscribed and sworn to before me this 21 day of MAY  
2012

[Notarial Seal] [Signature]  
Notary Public in and for the State of CA

My commission expires \_\_\_\_\_



**STATISTICAL INFORMATION ON CONTRACTOR**

Project

**Firm/Organization Information Form**

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

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

**TOTAL NUMBER OF EMPLOYEES IN FIRM** (including owners): 8

**CULTURAL/ETHNIC COMPOSITION OF FIRM:** (Owners, Partners, Associate Partners, Managers, Staff, etc.).  
**Please break down the total number of employees in your firm into the following categories:**

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others	xxx	xxx	

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

Men	6		
Women	2		

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

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

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

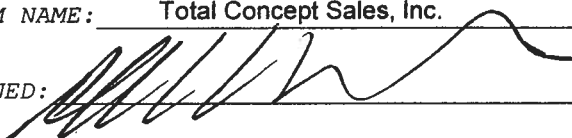
Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

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

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

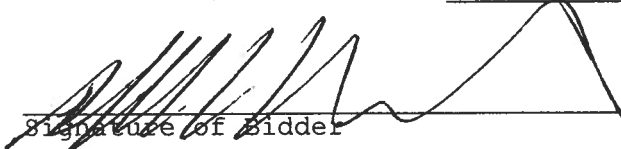
**FIRM NAME:** Total Concept Sales, Inc.

**SIGNED:**  \_\_\_\_\_ **TITLE:** Exec. VP

**DATE:** 5/21/2012

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

Licensed in accordance with an act providing for the registration of Contractors, License No. 907407.

  
Signature of Bidder

Exec. VP  
Title

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Remittance Address:  
501 W Glenoaks Blvd., # 343  
Glendale, CA 91202

Total Concept Sales, Inc.  
(Name of Company or Corporation)

2505 Foothill Blvd., Ste G  
(Address)

La Crescenta, CA 91214  
(City) (State) (Zip)

Dated: May 21, \_\_\_\_\_, 20 12.

CONTRACTOR'S QUESTIONNAIRE

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

Re:

Submitted by Total Concept Sales, Inc.

Principal Office 2505 Foothill Blvd., Ste G La Crescenta, CA 91214

Telephone 818-236-3966

Type of Firm: Corporation XXXXX Co-Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Contractor's License No. 907407

If a corporation, answer these questions:

Date of incorporation May 1996

State of incorporation CALIF

President's name Alfred Der Ohanessian

Vice President's name \_\_\_\_\_

Secretary or Clerk's name Nelly Babaloyan

Treasurer's name Alfred Der Ohanessian

If a co-partnership, answer these questions:

Date of organization \_\_\_\_\_

Name and Address of all partners N/A

Number of years experience as a Contractor in construction work 20

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

Confidential due to on going contracts and specific language within the contract Phone: \_\_\_\_\_

not allowing to discuss until the contracts are completed.

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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

LA County MTA - data center installation of 2 x 300KVA UPS System Phone: 213-922-4719

Harbor Freight Tools

Phone: 805-445-4791

Western U

Phone: 909-469-5656

Phone: \_\_\_\_\_

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? \_\_\_\_\_

NO

If so, when? \_\_\_\_\_

**NOTE:** If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial condition. TCS is a privately held corporation for the benefit of it's owners and stock holders. Issuance of

Bid Bond and Performance bond as speculated should be sufficient of TCS' financial solvency and ability to perform such contract.



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

THIS AGREEMENT, made and entered into this 5th day of June, 2012, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Total Concept Sales, 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:

Voltage Surge Protection Project - Water and Waste Water Facilities Voltage Surge suppression System Installation on various electrical panels in various locations within the City of Manhattan Beach.

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

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

Plan No. \_\_\_\_\_, Sheets 1 to \_\_\_\_\_

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: \$ 81,285.00

Total Cost In Writing: Eighty One Thousand Two Hundred Eighty Five Dollars and No Cents ——— \$ 81,285.00

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

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

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

A G R E E M E N T  
(Continued)

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

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

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

Contractor \_\_\_\_\_  
By \_\_\_\_\_  
Its Alfred DerOhanessians/ Exec VP

and

By \_\_\_\_\_  
Its \_\_\_\_\_

2505 Foothill Blvd., Ste G La Crescenta, CA 91214  
Address  
Ph: 818-236-3966 Fax: 818-236-3969

ATTEST: CITY OF MANHATTAN BEACH

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

The foregoing agreement is hereby approved by me as to form

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

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

**CITY OF MANHATTAN BEACH  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Total Concept Sales, Inc  
as principal, and Western Surety Company,

a corporation, incorporated, organized, and existing under the laws of the State of South Dakota 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 Eighty One Thousand Two Hundred Eighty Five Dollars (\$ 81,285.00 ), lawful money of the

United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, said principal has entered into, or is about to enter into, a certain written contract or agreement, dated as of the 5<sup>th</sup> day of June, 2012, with the said City of Manhattan Beach for Installation of surge Suppressors on various electrical panels within the city multiple locations within the city of Manhattan Beach

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 Total Concept Sales, 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 Total Concept Sales, 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.



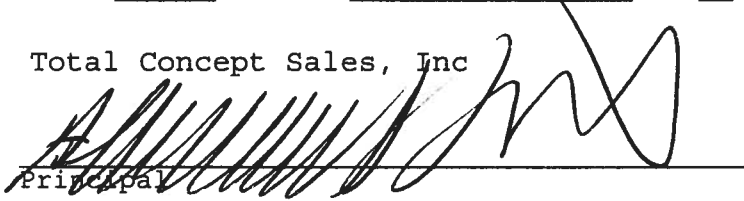
PERFORMANCE BOND  
(Continued)

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 4th day of June, 2012.

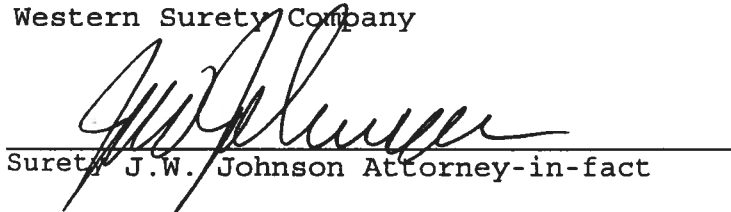
Total Concept Sales, Inc

(CORPORATE SEAL)

  
Principal

Western Surety Company

(CORPORATE SEAL)

  
Surety J.W. Johnson Attorney-in-fact

The foregoing bond is hereby approved  
by me as to form

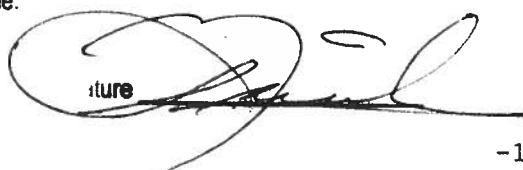
\_\_\_\_\_  
City Attorney

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5th  
day of June, 2012, by Alfred Anohianessians  
proved to me on the basis of satisfactory evidence to be the person(s)  
who appear before me.

(Seal)

  
Notary



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Pamela Paridy, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Katherine G Zerounian, Lisa M Lucas, Susan J Sampson, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Jessica L Nowlin, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof. WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2011.



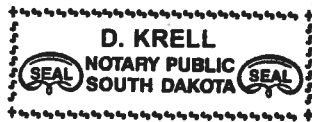
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2012.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**4 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Orange

On June 4, 2012 before me, Suzan M. Martinez, Notary Public  
NAME

personally appeared J. W. Johnson  
NAME OF SIGNER

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



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

WITNESS my hand and official seal.

Suzan M. Martinez  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
SIGNER OTHER THAN NAMED ABOVE

CITY OF MANHATTAN BEACH

Bond No. 71279771

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Total Concept Sales, Inc

2505 Foothill Blvd., Ste G, La Crescenta, CA 91214

as principal, and Western Surety Company

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

Eight One Thousand Two Hundred Eighty Five (\$ 81,285.00 ) lawful money of the

United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that:

WHEREAS, said principal has been awarded and is about to enter into a written contract or agreement with the City of Manhattan Beach for

Installation of surge suppressors on various electrical panels within  
the city multiple locations within the city of Manhattan Beach

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

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

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

LABOR AND MATERIALS BOND  
(Continued)

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

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

WITNESS our hands this 4th day of June, 2012.

Total Concept Sales, Inc

Principal

Western Surety Company

Surety J.W. Johnson, Attorney-in-fact

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

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

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

ATTEST:

\_\_\_\_\_  
City Manager

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

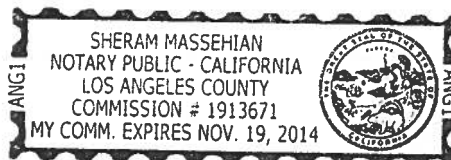
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5th day of June, 2012 Alfred Dechavesians proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]

-17-



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Pamela Paridy, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Katherine G Zerounian, Lisa M Lucas, Susan J Sampson, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Jessica L Nowlin, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2011.



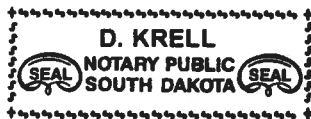
WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



*D. Krell*  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2012.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**4 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Orange

On June 4, 2012 before me, Suzan M. Martinez, Notary Public  
NAME

personally appeared J. W. Johnson  
NAME OF SIGNER

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



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

WITNESS my hand and official seal.

Suzan M. Martinez  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED  
    GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
SIGNER OTHER THAN NAMED ABOVE

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Total Concept Sales, Inc  
as principal, and Western Surety Company,  
a corporation organized and existing under the laws of the State of South Dakota  
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 Eighty One Thousand Two Hundred  
Eighty Five Dollars (\$ 81,285.00), lawful money of the United  
States of America, for which sum, well and truly to be paid, we bind  
ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the said Principal entered into a certain contract with the obligee,  
dated on or about June 5, 2012 for the  
construction of  
Installation of surge suppressors on various electrical panels within  
the City Multiple locations within the city of Manhattan Beach

WHEREAS, the Principal contracted to give the obligee a surety bond in the sum  
of Eighty One Thousand Two Hundred Eighty Five & No cents.....  
Dollars (\$ 81,285.00), conditioned that the Principal would make good  
and protect the said obligee against the results of materials, equipment, or  
workmanship which are inferior, defective, or not in accordance with the terms  
of said contract having been used or incorporated in any part of the work so  
contracted for, which shall have appeared or been discovered, within the  
period of one (1) year from and after the completion and final acceptance of  
the work done under said contract.

NOW, THEREFORE, if the Principal shall well and truly make good and  
protect the said obligee against the results of materials, equipment, or  
workmanship which are inferior, defective, or not in accordance with the terms  
of said contract having been used or incorporated in any part of the work  
performed under said contract, which shall have appeared or been discovered  
within said one (1) year period from and after completion and final acceptance  
of said work, then this obligation shall be null and void; otherwise to remain  
in full force and effect.



DEFECTIVE MATERIALS, WORKMANSHIP, AND EQUIPMENT BOND  
(Continued)

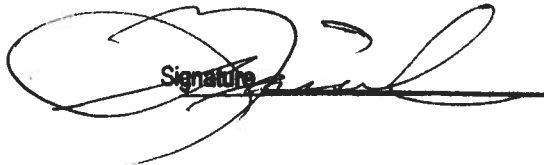
SIGNED, SEALED, and DATED this 4th day of June,  
20 12.

State of California

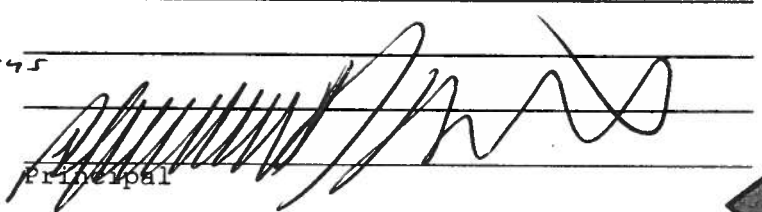
County of Los Angeles

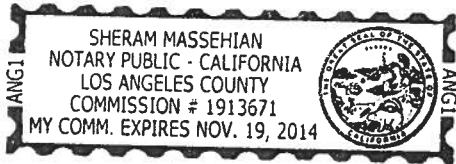
Subscribed and sworn to (or affirmed) before me on this 5th  
day of June, 20 12, by Alfred Derhagossians  
proved to me on the basis of satisfactory evidence to be the person(s)  
who appear before me.

(Seal)

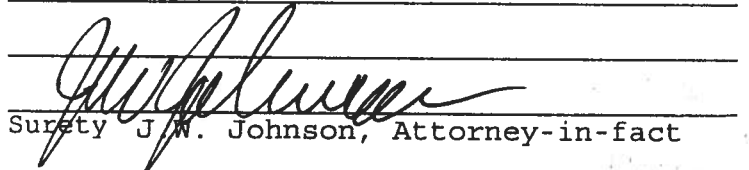
Signature 

Total Concept Sales, Inc

  
Principal



Western Surety Company

  
Surety J.W. Johnson, Attorney-in-fact

The foregoing bond is hereby approved  
by me as to form

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Pamela Paridy, J W Johnson, D Richard Stinson, Scott Gaddy, Jeff Parkhurst, Katherine G Zerounian, Lisa M Lucas, Susan J Sampson, Anthony J D'Asaro, William Phillips Jr, David Alvarado, Jessica L Nowlin, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2011.



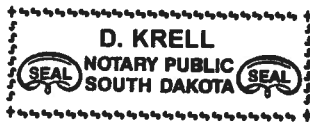
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2011, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of June, 2012.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

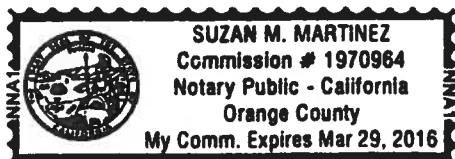
**4 CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California  
County of Orange

On June 4, 2012 before me, Suzan M. Martinez, Notary Public  
NAME

personally appeared J. W. Johnson  
NAME OF SIGNER

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



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

WITNESS my hand and official seal.

Suzan M. Martinez  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER
- TITLE(S) \_\_\_\_\_
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
SIGNER OTHER THAN NAMED ABOVE