City Council Meeting
09-14-26
Item 1.B.4.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Nathaniel McLean, Associate Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 13, 2026 Meeting date: September 14, 2026

Subject: Award Encinal Canyon Road Storm Drain Repairs Project

---

RECOMMENDED ACTION: 1) Authorize the Mayor to execute an agreement with The Adjul Corporation dba Lee Construction Company (Lee Construction) in the amount of $476,508 for the construction of Encinal Canyon Road Storm Drain Repairs Project, Specification No. 2113; and 2) Authorize the Public Works Director to approve any potential change orders up to 20% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-2027 in Account No. 310-9110-5100 (Encinal Canyon Storm Drain Repairs).

Project Funding	
General Fund	$1,000,000
Project Total Funding	**$1,000,000**
Project Estimate	
Design	$179,200
Estimated Construction Cost	$476,508
Contingency (20%)	$95,302
Project Total Costs	**$751,010**

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: The Encinal Canyon Storm Drain Repairs Project will repair a heavily damaged 60-inch corrugate metal pipe (CMP) crossing beneath Encinal Canyon. Following additional inspections of the current pipe's condition and to avoid significant cost increases to the project, staff revised the project to address the damaged and constricted portions of the pipe through the installation of a 48-inch slip liner. The 48-inch slip liner will provide sufficient drainage at the location. The revised project was re-advertised, and the City received four bids. Staff is now recommending that the City Council award the construction contract to the lowest bidder.

The 2022 Storm Drain Master Plan identified the deteriorated 60-inch CMP as requiring rehabilitation or replacement. The original project proposed installing a spiral-wound polyvinyl chloride (PVC) liner to restore the pipe's structural integrity and extend its service life.

The project was initially presented to the City Council on September 8, 2025, at which time the City Council rejected all bids because the lowest bid was deemed non-responsive for failing to comply with the prime contractor self-performance requirement specified in the construction bid documents, while the remaining bids were significantly higher in cost. The project was re-advertised for formal competitive bidding on September 11, 2025. On October 9, 2025, the City received four bids, with Lee Construction identified as the apparent low bidder.

While the staff was reviewing the submitted bids, the apparent low bidder conducted preliminary construction inspections and observed that the existing 60-inch corrugated metal pipe (CMP) on Encinal Canyon Road had significantly deteriorated beyond what was identified in the original design documents. City staff investigated the 60-inch CMP and confirmed the following conditions of the pipe. An offset joint was found around 15 feet into the pipe, resulting in a reduced vertical clearance of approximately 40 inches from the floor to ceiling. In addition, a severe deformity was observed protruding downward from the top of the pipe, leaving an available clearance of only about 41 inches in another section. These conditions have significantly changed since developing the original project design.

The spiral-wound PVC liner specified in the original contract documents required the host pipe to retain sufficient circular geometry for the liner to be properly installed and perform as intended. Because of the offset joint, deformation, and other documented damage, the proposed spiral-wound liner could no longer be installed as designed. Proceeding with the original contract documents would have likely resulted in significant change orders, construction delays, and constructability issues.

On January 12, 2026, the City Council rejected all bids for a second time and directed staff to revise the scope of work based on the newly documented pipe conditions. Staff subsequently revised the project to include a localized repair of the constricted portion of the existing 60-inch CMP, followed by the installation of a 48-inch slip liner. Although smaller in diameter, the 48-inch liner has a smoother interior surface than the existing CMP and will provide slightly greater hydraulic capacity while restoring the structural integrity and serviceability of the storm drain.

On June 18, 2026, the final project plans and specifications for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project were re-advertised for formal competitive bidding. On July 30, 2026, a total of four (4) bids were received for the project, and the apparent low bidder was Lee Construction.

Contractor	Bid Amount
The Adjul Corporation dba Lee Construction Co.	**$476,508**
Clarke Contracting Corporation	$711,171
Bosco Constructors, Inc.	$804,328
GMZ Engineering, Inc.	$874,251

Staff reviewed the bid submitted by Lee Construction and found it to be in order and in conformance to the contract bid requirements. Staff has checked the contractor's license with the Contractor's State License Board and found it to be current and active. References contacted by staff have verified Lee Construction's work and found their work to be satisfactory. Lee Construction has previously completed numerous storm drain repair projects, and other type projects for the City of Malibu. Staff have determined that Lee Construction is qualified to complete the proposed work for the project.

Staff recommends the Council authorize the Mayor to execute an agreement with Lee Construction and authorize the Public Works Director to approve potential change orders up to 20% of the total contract amount. Once approved, staff will process the agreement and issue a Notice to Proceed for the project

ATTACHMENTS:

1. Public Works Agreement with The Adjul Corporation dba Lee Construction Co.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between the Adjul Corporation dba Lee Construction Company (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for Encinal Canyon Road 60-Inch Storm Drain Repairs Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On September 14, 2026, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Encinal Canyon Road 60-Inch Storm Drain Repairs Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this Agreement, and the Standard Specifications, in that

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. PREVAILING WAGES:

A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Department of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Tatiana Holden, Interim Public Works Director/City Engineer

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CONTRACTOR
The Adjul Corporation dba Lee Construction Company
4288 Adam Road
Simi Valley, CA 93063
Richard Smith, President

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this ____ day of _____, 2026, at Malibu, California, and effective as of _____, 2026.

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

The Adjul Corporation
dba Lee Construction Company:

Signed by:
E8BCE0F247184AA...
Richard Smith, President

CONTRACTOR'S State of California License No.

726736

CONTRACTOR'S Business Phone No.

805-522-5195

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

805 432-8986

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT SPECIFICATION NO. 2113, will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265 at or before 3:30 p.m. on Thursday, JULY 23, 2026, at which time they will be publicly opened and read by the City Clerk (or designated representative).

SCOPE OF WORK

In general, the proposed improvements consists of furnishing and installing a 48-inch slip liner within an existing 60-inch corrugated metal pipe including: cleaning and preparing the host pipe, CCTV inspections, grouting the bottom of the host pipe, localized repair of constricted section of existing host pipe, annular space grouting, construction of inlet and outlet end seals and transitions, bypass pumping or flow control if required, and protection of existing facilities and restoration of disturbed areas and all other appurtenant work included and shown in the Contract Documents and Specifications.

Alternate Bid Item is provided for 42-inch slip liner.

PRE-BID CONFERENCE

A mandatory pre-bid conference will be conducted on JULY 9, 2026 AT 10:00 A.M. at City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265. A site walk-through will be conducted immediately following the pre-bid conference.

The bid shall be submitted and the work shall be performed by a Class “A” State of California licensed contractor in strict conformance with the project specifications for ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT Specification No. 2113 now on file in the City’s Public Works Department.

An electronic copy of plans and specifications may be obtained by prospective bidders from the Public Works Department through mpublicworks@malibucity.org.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project’s specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive nonsubstantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor’s overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for California Department of Industrial Relations Prevailing Wage Unit is currently located at www.dir.ca.gov, prevailing wages are located on the website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 18th day of June, 2026

CITY OF MALIBU, CALIFORNIA

Tatiana Holden, Assistant Public Works Director/City Engineer

Published: Malibu Times on June 25, 2026 and July 2, 2026

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT

Specification No. 2113 Including 7 Sheets of Plans located in Appendix E

Bids to be Received on or before JULY 23, 2026 AT 3:30 P.M.

Completion Time: 45 Consecutive Working Days

Liquidated Damages:

A. Failure to complete work on time: **$500.00 Per Calendar Day** (Sec. 6-9.1)

B. Failure to keep traffic lanes open: **$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 17

CONTRACTOR

Name The Adjul Corporation DBA Lee Construction Co

Street Address 4288 Adam Road

City Simi Valley State CA Zip Code 93063

Telephone 805-522-5195

Fax Number 805-522-5495 (Optional)

Email leeconstco@aol.com

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

CONTRACTOR SHALL SUBMIT PAGES 13 THROUGH 30 FULLY EXECUTED WITH THIS BID

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT

Corporations

a) Give name of Corporation.
b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
c) Affix corporate seal and notary's acknowledgment where noted or required.
d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

a) Signatures: All members of partnership. One may sign if City has a copy of authorization
b) Affix notary's acknowledgment where noted or required.

Joint Ventures

a) Give the names of the joint venturers.
b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
c) Affix notary's acknowledgment where noted or required.

Individuals

a) Signature: The individual.
b) Affix notary's acknowledgment where noted or required.
c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

a) Show fictitious names.
b) Satisfy all pertinent requirements show above.

Bonds

a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CONTRACTOR'S BID STATEMENT

City of Malibu
Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

Licensed in accordance with an act providing for the registration of Contractor's License No. 726736 Class A, B, C12 Expiration Date 8/31/2026

Names of Co-Partners or Corporation Officers and Titles: Richard L. Smith, President

Debra E. Reilly, Corporate Secretary

Signature of Bidder _____ President
Title

Signature of Bidder _____ Corporate Secretary
Title

Name of Contractor or Firm The Adjul Corporation DBA Lee Construction Co

Date of Submittal _____

Telephone No. 805-522-5195

Address 4288 Adam Road Simi Valley, CA 93063

Corporation
Doing Business as Individual/Partnership/Corporation

California
State of Incorporation

Federal Tax Identification Number 95-4586118

California Department of Industrial Relations Identification Number 1000007361

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form, and Corporate Seal if Applicable

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 27, 2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

personally appeared Debra E Reilly,
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.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 27,2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

personally appeared Richard L Smith,
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.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

PROPOSED BID SCHEDULE OF WORK AND PRICES

FOR THE CONSTRUCTION OF

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

Base Bid

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1.	902-2	Mobilization	1	LS	XXXX	23,450.-
2.	901-10	Traffic Control	1	LS	XXXX	15,500.-
3.	906-5	48-Inch Slip Line Material	172	LF	1,250.-	215,000.-
4.	906-5	Cleaning and Hydrojetting of Existing CMP	1	LS	XXXX	11,800.-
5.	906-5	CCTV Inspection	5	EA	1,800.-	9,000.-
6.	906-5	Localized Repair of Existing Host Pipe	50	LF	350.-	17,500.-
7.	906-5	CMP Mortar Repair/Concrete Void Filling	50	CY	500.-	25,000.-
8.	906-5	Annular Space Grouting	45	CY	1,400.-	63,000.-
9.	906-5	Debris/Sediment Bollards	7	EA	2,173.-	15,211.-
10.	906-5	Concrete Grade Beam	2.5	CY	3,000.-	7,500.-
11.	906-5	End Seals, and Structural Ties	2	EA	5,000.-	10,000.-
12.	906-5	Site Restoration (Grading and Native Planting)	1	LS	XXXX	34,546.-
13.	906-5	Clearing and Grubbing	1	LS	XXXX	15,000.-
14.	906-5	Allowance for Earthwork and Grading Import/Export	1	LS	XXXX	7,000.-
15.	904-6	Record of Construction Changes	1	LS	XXXX	1,200.-
16.	905-4	SWPPP	1	LS	XXXX	5,800.-
17.	7-6	Release on Contract	1	LS		$1.00
					TOTAL	476,508.-

Bid Alternate

	Payment Reference	Description	Quantity	Unit	Unit Price	Total
BA-1.	908-2	42-Inch Slip Line Material	172	LF	1,250.-	215,000.-
					TOTAL	215,000.-

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

TOTAL AMOUNT OF BASE BID IN WORDS: Four Hundred Seventy-Six Thousand, Five Hundred Eight Dollars.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

TOTAL AMOUNT OF BID ALTERNATE IN WORDS: Two Hundred Fifteen Thousand. Dollars

Contractor Submitting Bid: The Adjul Corporation DBA Lee Construction Co

By: Debra E. Reilly, Corporate Secretary

Date: 7/22/2026

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	1	7-21-26
	2	7-29-26

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name The Adjul Corporation DBA Lee Construction Co Date 7/22/2026

Title Debra E. Reilly, Corporate Secretary Signature

Contractor's Name The Adjul Corporation DBA Lee Construction Co Date 7/22/2026

Title Richard L. Smith, President Signature

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

MINUTES OF MEETING

OF THE BOARD OF DIRECTORS

OF

THE ADJUL CORPORATION

August 21, 2009

The meeting of the Board of Directors of The Adjul Corporation was held at 11:00 a.m, on August 21, 2009, at the company offices at 3354 Lathrop Avenue, Simi Valley, California, 93063.

The meeting was attended by Debra E. Reilly, and Richard L. Smith.

The meeting was held pursuant to notice that was duly *served*. A copy of said notice is attached hereto.

The meeting was chaired by Debra E. Reilly.

The first order of business was consideration to authorize Richard L. Smith or Debra E. Reilly to sign and execute contracts on behalf of the corporation.

It was moved, seconded and resolved that Richard L. Smith or Debra E. Reilly are authorized to sign and execute contracts on behalf of the corporation.

There being no further business, the meeting was adjourned at 11:50 a.m.

Dated: August 21, 2009

DEBRA E. REILLY, Secretary

RICHARD L. SMITH, President

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BIDDER'S BOND TO ACCOMPANY BID

(in lieu of cash, certified or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co., as Principal, and _____ Philadelphia Indemnity Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 16th day of July, 2026.

The Adjul Corporation DBA Lee Construction Co.
Contractor

By _____
Debra E. Reilly
Title Corporate Secretary

By _____

Title _____

Philadelphia Indemnity Insurance Company
Surety

By _____
Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____ subscribed to the within instrument as the _____ of said _____

And the said _____ duly acknowledge to me that he/she subscribed the name of_____ thereto as Surety and his/her own name as _____.

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.

_____
Notary Public in and for said
County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____ and Amount $_____.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On July 22nd, 2026 before me, Francisco J Pesantez, Notary Public
(insert name and title of the officer)

personally appeared Debra E Reilly,
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.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On JUL 16 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
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.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of July, 2026.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The Bidder is required to state the bidder's financial ability and a general description of similar work performed. The City reserves the right to determine that any Bidder is not non-responsible if it finds the information provided herein is inaccurate, misleading or false, or upon evidence of collusion or other illegal practices on the part of a Bidder. Failure by Bidder to complete this form completely and accurately and submit it with its bid may result in rejection of the bid as non-responsive.

Required Qualifications: Bidders must hold a valid State of California Contractor's License "A" at the time the bid is submitted to the City.

The bidder must have a minimum of seven (7) years of experience removing and replacing storm drain lines. Do you have a minimum of seven (7) years of experience removing and replacing storm drain lines?

Yes X No _____

To demonstrate the required experience, bidders shall provide evidence of the following: Contractors must show that they completed five (5) projects within the last seven (7) years that include a minimum of 150 linear feet of storm drain replacement per project. The projects should include a minimum of 24-inch storm drain replacement. The required information shall be attached to the Statement of Bidder's Qualifications and References. Failure to provide the required information may be grounds for the City to deem the bid non-responsive.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 29

List and describe fully the last three recent contracts performed by your **current firm** which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Los Angeles Board of Public Works

Contact Individual: Hugo Rico Phone No. 213-485-4564

Contract Amount: $76,040.00 Year 2023

Address: 1271 N Monument Street Los Angeles, CA

Description of work done: Storm drain repair of existing CMP and replaced with polypropylene pipe.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

Reference No. 2

Customer Name: Racho Simi Recreation and Park District

Contact Individual: Jonathan Schwartz Phone No. 805-584-4431

Contract Amount: $2,600,000.00 Year

Address: Holly Tree Drive Oak Park

Description of work done: Pond Clean out, Site Restoration, Pump Station.

Reference No. 3

Customer Name: Ventura County Community College District

Contact Individual: John Sintuko Phone No. 805-378-1454

Contract Amount: $2,837,000.00 Year

Address: Moorpark College Flexible Learning Rooms

Description of work done: Basin, Concrete work, Base work, AC Paving Electrical.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTYOF Ventura County

I am the Corporate Secretary

of The Adjul Corporation DBA Lee Construction Co , the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 7/22/2026 (Date) at Simi Valley (Place), California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Bidder

Debra E. Reilly, Corporate Secretary
Title

Signature of Bidder

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No X

2. If Yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Executed on 7/22/2026 at Simi Valley, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature(s) of Authorized Bidder

Debra E. Reilly, Corporate Secretary
Title

_____
Signature(s) of Authorized Bidder

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?
   Yes ( ) No (X)

2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bids other than bid depositories?
   Yes ( ) No (X)

4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
   Yes ( ) No (X)

5. If the answer to No. 4 is "yes", please explain the following details:
   a) Date:
   b) Name of person or group:
   c) Job involved (if applicable):
   d) Nature of threats:
   e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 22nd day of July, 2026.

The Adjul Corporation DBA
Lee Construction Co
Name of Company

By _____

Debra E. Reilly, Corporate Secretary
Title

By _____

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
Morrow Trenchless	1097898	1061 Avenida Pico Ste C-420 San Clemente CA	lining

Signature(s) of Bidder — Date: 7/22/2026

Signature(s) of Bidder — Date: 7/22/2026

Debra E. Reilly, Corporate Secretary
Title

Richard L. Smith, President
Title

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

TO THE CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares 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 to 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.

The Adjul Corporation DBA
Lee Construction Co

Name of Bidder

Debra E. Reilly,
Corporate Secretary

Signature of Bidder

The Adjul Corporation DBA
Lee Construction Co

Name of Bidder

Richard L. Smith,
President

Signature of Bidder

4288 Adam Road Simi Valley, CA 93063

Bidder Address

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

The Adjul Corporation DBA Lee Construction Co

Name of Bidding Company

By _____

Authorized Signature

Debra E. Reilly, Corporate Secretary

Title (Typed)

7/22/2026

Date

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-3356

DATE: 07/21/2026

ADDENDUM NO. 1

TO

ENCINAL CANYON 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. **Change:** The Bid Opening Date Has Changed.

   "NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, ENCINAL CANYON 60-INCH STORM DRAIN REPAIRS PROJECT SPECIFICATION NO. 2113, will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265, at or before 3:30 p.m. on **Thursday, July 30, 2026**, at which time they will be publicly opened and read by the City Clerk (or designated representative)."

2. **Change:** On page 98, Section 903-2, STORM DRAIN CCTV AND DIMENSIONAL SURVEY, delete the first sentence and replace with the following:

   "CCTV inspection is required at construction start, after cleaning, after host-pipe repairs, after HDPE installation before annular grout, and after final completion. Dimensional survey is required after cleaning, after host-pipe repairs, and after annular grouting."

3. **Delete:** On page 112, Section 907-1.8, PRE-GROUT INSPECTION, delete the words "and survey":

   "After HDPE installation and before grouting, the Contractor shall perform CCTV ~~and survey~~ to document pipe condition, alignment, joint condition, grade, and cleanliness."

4. **Change:** On page 118, Section 907-2.6, HDPE FUSION AND JOINT TESTING, 3., delete the paragraph and replace with the following

   "One (1) successful trial fusion is required for each combination of fusion machine, fusion operator, and pipe size/DR, performed at the start of fusion operations. All production joints shall be recorded with an electronic data logger, and records shall be submitted to the City for review and acceptance. Production fusion shall be not proceed until trial fusion results are accepted. Fusion operators shall hold current qualifications in accordance with manufacturer's certification."

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

DRAWINGS:

1. **Change**: Sheet C4.0, Detail 3 – Debris Barrier Bollards & Footing. Changes include the addition of the following bollard information "Debris bollards shall be 12-inch diameter, Schedule 40 (0.406-inch min. wall) steel pipe conforming to ASTM A 53 Grade B, concrete-filled, and embedded in the footing per the detail on Sheet C4.0. Bollards shall be hot-dipped galvanized after fabrication in accordance with ASTM A123, without epoxy or polyurethan finish coat or color."

Acknowledgement of this addendum by returning the signed Addendum No. 1 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Assistant Public Works Director/ City Engineer

Tatiana Holden, P.E., PH.D.

07/22/26
Date

BIDDER'S CERTIFICATION

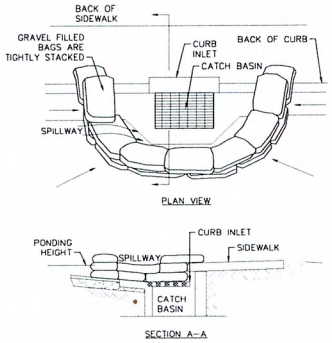
I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein:

Debra E. Reilly
Bidder Name (print)

Bidder Signature

7-28-2026
Date

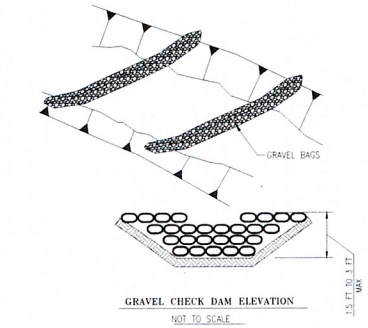
Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9



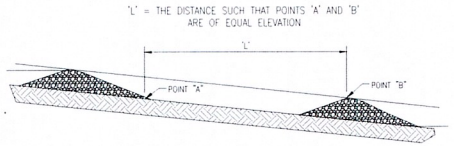
NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. GRAVEL BAG MATERIAL: POLYPROPYLENE, POLYETHYLENE OR POLYMIDE WOVEN FABRIC, MINIMUM UNIT WEIGHT 4 OUNCES PER SQUARE YARD, MULLEN BURST STRENGTH EXCEEDING 300 PSI AND ULTRAVIOLET STABILITY EXCEEDING 70%
3. GRAVEL BAG SHALL BE FILLED WITH 3/4" ROCK OR 1/4" PEA GRAVEL.
4. PLACE SEVERAL LAYERS OF SAND BAGS (12" MINIMUM HIGH) OVERLAPPING THE BAGS AND PACKING THEM TIGHTLY TOGETHER.
5. LEAVE GAP OF ONE BAG ON THE TOP ROW TO SERVE AS A SPILLWAY.
6. PLACE FILTER FABRIC OVER WIRE MESH. FILTER FABRIC SHALL BE MANUFACTURED FROM UV RESISTANT POLYPROPYLENE, NYLON, POLYESTER, OR ETHYLENE FABRIC WITH AN EQUIVALENT OPENING SIZE NOT GREATER THAN 20 SIEVE AND WITH A MINIMUM FLOW RATE OF 40 GALLONS/MINUTE/SQ. FT.
7. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

CURB INLET SEDIMENT BARRIER (1)
N.T.S.



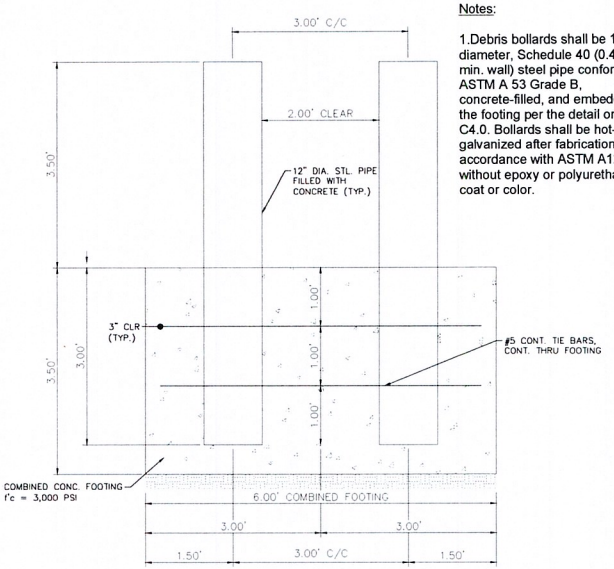
GRAVEL CHECK DAM ELEVATION
NOT TO SCALE



NOTES:

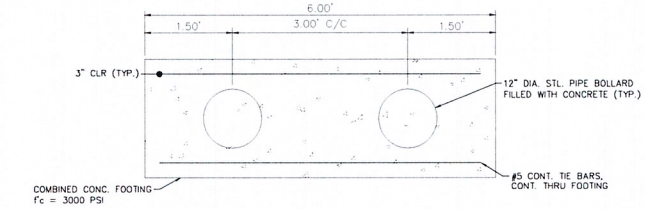
1. INSTALL THE FIRST CHECK DAM APPROXIMATELY 16 FT FROM THE OUTFALL DEVICE AND AT REGULAR INTERVALS BASED ON SLOPE GRADIENT AND SOIL TYPE.
2. CHECK DAMS SHOULD BE PLACED AT A DISTANCE AND HEIGHT TO ALLOW SMALL POOLS TO FORM BETWEEN EACH CHECK DAM.
3. FOR MULTIPLE CHECK DAM INSTALLATION, BACKWATER FROM A DOWNSTREAM CHECK DAM SHOULD REACH THE TOES OF THE UPSTREAM CHECK DAM.
4. A SEDIMENT TRAP PROVIDED IMMEDIATELY UPSTREAM OF THE CHECK DAM WILL HELP CAPTURE SEDIMENT. DUE TO THE POTENTIAL FOR THIS SEDIMENT TO BE RESUSPENDED IN SUBSEQUENT STORMS, THE SEDIMENT TRAP SHOULD BE CLEANED FOLLOWING EACH STORM EVENT.
5. GRAVEL BAGS USED FOR CHECK DAMS SHOULD CONFORM TO THE REQUIREMENTS OF SE-6, GRAVEL BAG BERMS.
6. TIGHTLY ABUT BAGS AND STACK ACCORDING TO FIGURE ABOVE. GRAVEL BAGS SHOULD NOT BE STACKED ANY HIGHER THAN 3 FT.
7. UPPER ROWS OR GRAVEL AND SAND BAGS SHALL OVERLAP JOINTS IN LOWER ROWS.

GRAVEL BAG CHECK DAM (2)
N.T.S.



Notes:

1.Debris bollards shall be 12-inch diameter, Schedule 40 (0.406-inch min. wall) steel pipe conforming to ASTM A 53 Grade B, concrete-filled, and embedded in the footing per the detail on Sheet C4.0. Bollards shall be hot-dipped galvanized after fabrication in accordance with ASTM A123, without epoxy or polyurethan finish coat or color.



DEBRIS BARRIER BOLLARDS & FOOTING (3)
N.T.S.

CITY OF MALIBU
PUBLIC WORKS DEPARTMENT

ENCINAL CANYON STORM DRAIN REPAIR PROJECT

CIVIL DETAILS

PLANS PREPARED BY:
Kimley»Horn
660 SOUTH FIGUEROA STREET, SUITE 2050, LOS ANGELES, CA 90017
PHONE: 213-261-4040
WWW.KIMLEY-HORN.COM

RECOMMENDED BY:
TATIANA HOLDEN, P.E., PH.D. DATE
ASSISTANT PUBLIC WORKS DIRECTOR
RCE NO.81995

NO.	REVISION	BY	CHKD.	DATE

DESIGNED BY	DATE
P.WONG	6/16/26
DRAWN BY	DATE
R.WOLL	6/16/26
CHECKED BY	DATE
S.CHAKR.	6/16/26

SCALE: NTS
PROJECT NUMBER

APPROVED BY: DATE
TATIANA HOLDEN, P.E, PH.D.
ASSISTANT CITY ENGINEER
RCE NO.81995

Sheet C4.0 of C4.0

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

City of Malibu

23825 Stuart Ranch Road Malibu, California 90265-4861
(310) 456-2489 fax (310) 456-3356

DATE: 07/29/2026

ADDENDUM NO. 2

TO

ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT
SPECIFICATION NO. 2113

All Prospective Bidders:

NOTICE IS HEREBY GIVEN to all prospective bidders that the following modifications are made to the above project plans and specifications:

SPECIFICATIONS:

1. **Change:** Remove "PROPOSED BID SCHEDULE OF WORK AND PRICES" on page 16, and replace with Attachment 1.

ATTACHMENTS:

- Attachment 1 - Revised "PROPOSED BID SCHEDULE OF WORK AND PRICES"

Acknowledgement of this addendum by returning the signed Addendum No. 2 with the bid proposal is required. Failure to do so may result in the disqualification of your bid.

By Order of the Assistant Public Works Director/ City Engineer

Tatiana Holden, P.E., PH.D.

07/29/26
Date

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein:

Richard L. Smith
Bidder Name (print)

Bidder Signature

7/29/26
Date

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR FAITHFUL PERFORMANCE

BOND NO. PB11510401838
Premium: $6,862.00

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co. hereinafter referred to as "Contractor" as principal, and Philadelphia Indemnity Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ** Dollars ($476,508.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

** Four Hundred Seventy Six Thousand Five Hundred Eight and 00/100s

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Malibu, California, for the construction of ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT, Specification No. 2113, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 13th day of August, 2026.

The Adjul Corporation DBA Lee Construction Co.

Contractor

By Debra E. Reilly
Corporate Secretary

Title

By

Title

Philadelphia Indemnity Insurance Company

Surety

By Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____,2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ and the said _____ duly acknowledged to me that he/she subscribed the name of _____ _____ thereto as Surety and his/her own name as _____.

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.

_____

Notary Public in and for said
County and State aforesaid.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

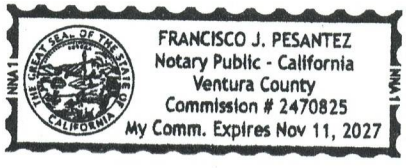
On 08/17/2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

personally appeared Debra E Reilly,
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)**



Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 13 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
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.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 20 26.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR MATERIAL SUPPLIERS AND LABORERS

Bond No.: PB11510401838
Premium included with performance bond

KNOW ALL PERSONS BY THESE PRESENTS:

That we, The Adjul Corporation DBA Lee Construction Co. hereinafter referred to as "Contractor" as principal, and Philadelphia Indemnity Insurance Company hereinafter referred to as "Surety," are held and firmly bound unto the City of Malibu, California, hereinafter referred to as "City", or "Obligee" in the sum of ** Dollars ($476,508.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

** Four Hundred Seventy Six Thousand Five Hundred Eight and 00/100s

The Condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City, for the construction of ENCINAL CANYON ROAD 60-INCH STORM DRAIN REPAIRS PROJECT, Specification No. 2113, and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors, fails to pay for any materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

BOND FOR MATERIAL SUPPLIERS AND LABORERS (cont'd)

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this 13th day of August, 2026.

The Adjul Corporation DBA Lee Construction Co.

Contractor

By Debra E. Reilly
Corporate Secretary

Title

By

Title

Philadelphia Indemnity Insurance Company

Surety

By Ryan Butterfas, Attorney-in-Fact

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ _____proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____of ____ _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ _____ and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

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.

_____
Notary Public in and for said
County and State aforesaid.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura)

On 08/17/2026 before me, Francisco J Pesantez, Public Notary
(insert name and title of the officer)

personally appeared Debra E Reilly,
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.

FRANCISCO J. PESANTEZ
Notary Public - California
Ventura County
Commission # 2470825
My Comm. Expires Nov 11, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On AUG 13 2026 before me, Adelaide C. Hunter, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ryan Butterfas
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.

ADELAIDE C. HUNTER
Notary Public - California
Orange County
Commission # 2508152
My Comm. Expires Jan 23, 2029

Signature A. Hunter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Linda D. Coats, Matthew J. Coats, Summer Reyes and Ryan Butterfas of Coats Surety Insurance Services, Inc** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of August, 20 26.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

ADJUCOR02C HSCHWARTZLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/13/2026

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 have ADDITIONAL INSURED provisions or 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 License # 6011031 INSURICA 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311	CONTACT NAME: Hilary Schwartzler PHONE (A/C, No, Ext): (661) 316-5126 FAX (A/C, No): (661) 281-4992 E-MAIL ADDRESS: Hilary.Schwartzler@INSURICA.com
INSURED The Adjul Corporation dba Lee Construction Company 4288 Adam Road Simi Valley, CA 93063	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Assurance Company — 26344 INSURER B : Nationwide Mutual Insurance Company — 23787 INSURER C : Palomar Specialty Insurance Company — 20338 INSURER D : Insurance Company of the West — 27847 INSURER E : Westchester Surplus Lines Insurance Company — 10172 INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		GLP5877312	11/4/2025	11/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		ACP7835295103	11/4/2025	11/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PESXS017113	11/4/2025	11/4/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WPL504148208	6/1/2026	6/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			ACP7835295103	11/4/2025	11/4/2026	Equip Leased/Rented	150,000
E	Pollution Liability			G74457149003	11/4/2025	11/4/2026	Each Claim	1,000,000

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

Project Encinal Canyon Road 60 inch Storm Drian Repairs Project Spec # 2113
City of Malibu its Boards Officers Agents and Employees are listed as an Additional Insured coverage is Primary and Non Contributory with respect to General Liability & Auto Liability per form CG 20 33 07 04, 3694 CG 11 06 & AC 7005 03 16 if required or agreed to in a written contract subject to all provisions and limitations of the policy. Waiver of Subrogation applies to Workers Compensation per policy form WC 99 06 34. Cancellation Notice per Policy Provisions

CERTIFICATE HOLDER

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Policy #GLP5877312

CG 20 33
(Ed. 07 04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or

2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. supervisory, inspection, architectural or engineering activities.

2. "Bodily injury," or "property damage" occurring after:

a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or

b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Copyright, ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):	**Location and Description of Completed Operations:**
Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period when required by written contract.	"Your work" performed by the insured during this policy period when required by written contract. Additional Premium: $ Included

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

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

Copyright, ISO Properties, Inc., 2004

GAC 3649CG
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

A. Effect of This Endorsement
B. Newly Acquired or Formed Entities
C. Employees as Insureds – Nonowned Autos
D. Additional Insured by Contract, Permit or Agreement
E. Supplementary Payments – Bail Bonds
F. Supplementary Payments – Loss of Earnings
G. Personal Effects and Property of Others Extension
H. Prejudgment Interest Coverage
I. Fellow Employee – Officer, Managers and Supervisors
J. Hired Auto Physical Damage
K. Temporary Substitute Autos – Physical Damage Coverage
L. Expanded Towing Coverage
M. Auto Loan or Lease Coverage
N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
O. Deductible Amendments
P. Rental Reimbursement Coverage
Q. Expanded Transportation Expense
R. Extra Expense – Stolen Autos
S. Physical Damage Limit of Insurance
T. New Vehicle Replacement Cost
U. Physical Damage Coverage Extension
V. Transfer of Rights of Recovery Against Others To Us
W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
X. Hired Car Coverage Territory
Y. Emergency Lock Out
Z. Cancellation Condition

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

A. **EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. **NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. **EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

D. **ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for Covered Auto Liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. **SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to $2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

F. **SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

G. **PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding $250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:
   c. We will pay up to $500 for your property that is lost or damaged as a result of a covered “loss”, without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. **PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

I. **FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS**

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. **HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of $100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. **TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. **EXPANDED TOWING COVERAGE**

1. We will pay up to:
   a. $100 for a covered "auto" you own of the private passenger type, or
   b. $500 for a covered "auto" you own that is not of the private passenger type,

   for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

M. **AUTO LOAN OR LEASE COVERAGE**

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of $500 for early termination fees or penalties, for your covered "auto" less:
   a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
      (3) Security deposits not refunded by a lessor;
      (4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
      (5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered “auto” is not the sole collateral.

N. **ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES**

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered “auto” where required by the lease agreement which has a term of at least

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. **DEDUCTIBLE AMENDMENTS**

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same “accident”, the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage “loss” from one “accident” involves two or more covered “autos”, only the highest deductible applicable to those coverages will be applied to the “accident,” if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered “autos” for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. **RENTAL REIMBURSEMENT COVERAGE**

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
   b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. **EXPANDED TRANSPORTATION EXPENSE**

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to $50 per day to a maximum of $1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. **EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to $5,000 for the expense of returning a stolen covered “auto” to you. We will pay only for those covered “autos” for which you carry Comprehensive or Specified Causes of Loss Coverage

S. **PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for “loss” in any one “accident” is the lesser of:
   a. The actual cash value of the damaged or stolen property as of the time of the “loss”, or

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

b. The cost of repairing or replacing the damaged or stolen property.

2. $1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
   b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
   b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. **NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

U. **PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500. The insurance provided by this provision is excess over any other collectible insurance.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

V. **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any “accident” because of payments we make for damages under this coverage form.

W. **NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
   a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the “accident” or “loss” is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.
   b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:
      (1) You, if you are an individual;
      (2) A partner, if you are a partnership;
      (3) A member, if you are a limited liability company; or
      (4) An executive officer or insurance manager, if you are a corporation.

X. **HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

(5) Anywhere in the world if a covered “auto” is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. **EMERGENCY LOCKOUT**

We will reimburse you up to $100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered “auto” subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered “auto” and you are unable to enter such “auto” ; or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result;
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. **CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

All terms and conditions of this policy apply unless modified by this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Docusign Envelope ID: EC78A8D7-2B4E-8D8A-81CE-3C0E131A61C9

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2** % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	**CALIFORNIA OPERATIONS ONLY.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/01/2026** Policy No. **WPL 504148208** Endorsement No.

06 Insured **THE ADJUL CORP** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____