

SPECIFICATION AND CONTRACT DOCUMENTS  
FOR  
CITY OF MANHATTAN BEACH, CALIFORNIA

**City Yard Cover Project**



PLAN NO. D-892  
Sheets 1 to 12

Completion: 120 Working Days

PUBLIC WORKS DEPARTMENT  
Engineering Division  
3621 Bell Avenue  
Manhattan Beach, California 90266  
PROJECT MANAGER: GILBERT GAMBOA, PE  
Telephone: (310) 802-5356

STAMP:



Approved by:

Jerome G. Parco, PE  
City Engineer



City of Manhattan Beach  
Department of Public Works  
**Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266  
Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

**CITY YARD COVER PROJECT  
PLAN NO. D-892**

**ADDENDUM NO. 2  
TO THE  
PLANS AND SPECIFICATIONS**

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications of the **City Yard Cover Project**. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 2


1. Special Provisions – Part 6 Structural Specifications, Section 05120 – Structural Steel (Page 92); revise subsection 1.05 (A) to read:

Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD; **and/or a qualified Type I fabricator licensed by the City of Los Angeles, Department of Building and Safety.**

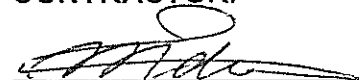
Bidders shall review carefully the directions and information contained herein and shall contact the Engineer immediately should any further information be necessary. Any questions regarding this matter should be directed to the Engineer prior to bid opening.

Bidders shall **sign** this Addendum and **attach** it to their **Contractor's Proposal** as an affirmation of compliance with the instructions herein.

**CITY OF MANHATTAN BEACH:**

By  10/9/14  
Joe Parco, PE Date  
City Engineer

**CONTRACTOR:**

By  10/9/14  
Signature Date



**City of Manhattan Beach  
 Department of Public Works  
 Engineering Division**

3621 Bell Avenue, Manhattan Beach, CA 90266  
 Phone: (310) 802-5350 Fax: (310) 802-5351 TDD: (310) 546-3501

**CITY YARD COVER PROJECT  
 PLAN NO. D-892**

**ADDENDUM NO. 1  
TO THE  
PLANS AND SPECIFICATIONS**

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications of the **City Yard Cover Project**. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 1

1. Proposal Requirements (Page 3) revise section (a) General Information to read:


The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on **Wednesday, October 22, 2014**, sealed proposals for:

Bidders shall review carefully the directions and information contained herein and shall contact the Engineer immediately should any further information be necessary.

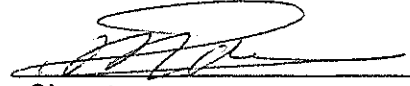
Any questions regarding this matter should be directed to the Engineer prior to bid opening.

Bidders shall **sign** this Addendum and **attach** it to their **Contractor's Proposal** as an affirmation of compliance with the instructions herein.

**CITY OF MANHATTAN BEACH:**

By  9/22/14  
 Joe Parco, PE Date  
 City Engineer

**CONTRACTOR:**

By  10/2/14  
 Signature Date

CITY OF MANHATTAN BEACH  
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<b>Part 1</b>		<b><u>General Provisions</u></b>
	1	Terms, Definitions, Abbreviations & Symbols
	2	Scope and Control of Work
	3	Changes in the Work
	4	Control of Materials
	5	Utilities
	6	Prosecution Progress & Acceptance of Work
	7	Responsibilities of the Contractor
	8	Facilities and Agency Personnel
	9	Measurement and Payment
	10	Special Project Site Maintenance and Public Convenience and Safety
	11	Construction & Demolition Waste Management Plan
	12	Storm Water Pollution Prevention
	13	Certified Full Capture Connector Pipe Screen
<b>Part 2</b>		<b><u>Construction Materials</u></b>
<u>200</u>		<u>Rock Materials</u>
	200-2	Untreated Base Materials
	200-2.1	General
<u>201</u>		<u>Concrete Mortar and Related Materials</u>
	201-1	Portland Cement Concrete
	201-1.1	Requirements
	201-1.1.1	General
	*201-1.1.2	Concrete Specified by Class
	*201-1.1.4	Concrete Specified by Compressive Strength
	201-1.2	Materials
	*201-1.2.1	Portland Cement
	201-2	Reinforcement for Concrete
	201-2.2	Steel Reinforcement
	201-2.2.1	Reinforcing Steel
<u>203</u>		<u>Bituminous Materials</u>
	203-6	Asphalt Concrete
	203-6.1	General
<u>206</u>		<u>Miscellaneous Metal Items</u>
	*206-7	Valves & Fire Hydrants
	206-7.1	General
	206-7.2	Resilient Seat Gate Valves, Mueller or Approved Equal
	206-7.3	Valve Covers
	206-7.4	Corporation Stops - Mueller, Rich or Approved Equal
	206-7.5	Fire Hydrant Assemblies
<u>207</u>		<u>Pipe</u>
	207-2	Reinforced Concrete Pipe
	207-2.9	Basis of Acceptance
	207-2.9.2	D-Load Test
	207-8	Vitrified Clay Pipe
	207-8.1	General
	207-9	Cast Iron and Ductile Iron Pipe
	207-9.1	General
	*207-20	Copper Pipe
<u>208</u>		<u>Pipe Joints, Types and Materials</u>
	*208-6	Ductile Iron Pipe Joints
	*208-6.1	Rubber "O" Ring, Gasket Joints, & Ductile Iron Pipe
	*208-6.2	Flanged and Mechanical Joints
	*208-6.3	Miscellaneous Plumbing Hardware & Service Connections

\*Addition - Not covered in the Green Book. Retrieve the entire subsection.

SPECIAL PROVISIONS  
(Continued)

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<b>Part 2 (continued)</b>		<b><u>Construction Methods</u></b>
<u>210</u>		<u>Paint and Protective Coatings</u>
	210-1	Paint
	210-1.5	Paint Systems
	210-1.6	Paint for Traffic Striping, Pavement Marking & Curb Marking
	210-1.6.1	General
	210-1.6.2	Thermoplastic Paint, State Specifications
	210-1.6.3	Rapid Dry White, Yellow, or Black Traffic Line Paint
	210-1.6.4	Ready-Mixed Traffic Stripe Paints
	210-1.6.5	Reflective Material
	210-1.6.6	Air Pollution
	210-1.7	Test Reports and Certification
<b>Part 3</b>		<b><u>Construction Methods</u></b>
<u>300</u>		<u>Earthwork</u>
	300-1	Clearing and Grubbing
	300-1.3	Removal and Disposal of Materials
	300-1.3.2	Requirements
	300-1.3.2b	Concrete Pavement
	300-1.3.2c	Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections
	300-2	Unclassified Excavation
	300-2.1	General
	300-2.9	Payment
<u>301</u>		<u>Treated Soils, Subgrade, Placement of Base</u>
	301-1	Subgrade Preparation
	301-1.6	Adjustment of Manhole Frame & Cover Sets to Grade
	*301-1.6.1	Adjustment of Meter, Valve, & Survey Monument Covers to Grade
	301-1.7	Payment
	301-2	Untreated Base
	301-2.2	Spreading
<u>302</u>		<u>Roadway Surfacing</u>
	302-5	AC Pavement
	302-5.1	General
	*302-5.1.1	Surface Preparation (AC Pavement)
	*302-5.1.2	Traffic Signal Loop Detectors
	302-5.2	Cold Milling Asphalt Concrete Pavement
	302-5.2.3	Removal and Disposition of Materials
	302-5.4	Tack Coat
	302-5.5	Distribution and Spreading
	302-5.6	Rolling
	302-5.6.1	General
	302-5.6.2	Density & Smoothness
	302-5.8	Manholes and Valve Covers (and Other Structures)
	*302-5.8.1	Adjust Valve Covers to Grade
	*302-5.8.2	Measurement & Payment for Manhole & Valve Covers
<u>303</u>		<u>Concrete and Masonry Construction</u>
	303-4	Masonry Construction
	303-4.1	Concrete Block Masonry
	303-4.1.1	General
	303-4.2	Brick Masonry
	303-4.2.1	Materials

\*Addition - Not covered in the Green Book. Retrieve the entire subsection.

SPECIAL PROVISIONS  
(Continued)

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<b>Part 3 (continued)</b>		<b><u>Construction Methods</u></b>
	303-5	Concrete Curbs, Walks, Gutters, Cross-Gutters, Alley Intersections, Access Ramps and Driveways
	303-5.1	Requirements
	303-5.1.1	General
	303-5.6	Curing
	*303-5.10	Removal and Disposition of Material
	*303-5.11	Recycling of Concrete Removals
<u>306</u>		<b><u>Underground Conduit Construction</u></b>
	306-1	Open Trench Operations
	306-1.1	Trench Excavation
	306-1.1.1	General
	306-1.1.2	Maximum Length of Open Trench
	306-1.1.3	Maximum and Minimum Widths of Trench
	*306-1.1.7	Temporary Fencing
	306-1.2	Installation of Pipe
	306-1.2.1	Bedding
	*306-1.2.14	Temporary Shutdowns
	*306-1.2.15	Flushing, Sterilization, & Service Connections
	*306-1.2.16	Sanitary Sewer Protection
	*306-1.2.17	Conveyance of Sewer Flows
	*306-1.2.18	Sewer Encasement at Water Main Crossings
	306-1.3	Backfill and Densification
	306-1.3.1	General
	306-1.3.4	Compaction Requirements
	306-1.4	Testing Pipelines
	306-1.4.1	General
	306-1.4.4	Air Pressure Test
	306-1.4.5	Water Pressure Test
	306-1.5	Trench Resurfacing
	306-1.5.1	Temporary Resurfacing
	306-1.5.2	Permanent Resurfacing
	306-1.6	Basis of Payment for Open Trench Installation
	306-5	Abandonment of Conduits and Structures
	306-6	Remodeling Existing Sewer Facilities
	306-7	Curb Drains
	306-9	Record Drawings
	306-9.1	Record Drawing Markups
<b>Part 6</b>		<b><u>Structural Specifications</u></b>
	03100	Concrete Forms and Accessories
	03200	Concrete Reinforcement
	03300	Cast-In-Place Concrete
	05120	Structural Steel
	05300	Metal Decking
	074113	Metal Roof Systems
	076200	Sheet Metal Flashing and Trim
	079200	Joint Sealants
	099113	Exterior Painting
	316329	Dry-Installed Cast-In-Drilled-Hole (CIDH) Friction Piles

\*Addition - Not covered in the Green Book. Retrieve the entire subsection.

CITY OF MANHATTAN BEACH  
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH  
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

\* \* \* \*

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on Wednesday, October 22, 2014, at which time they will be publicly opened and read, for performing work as follows:

**City Yard Cover Project, per Plan No. D-892, Sheets 1 through 12,** and the Specifications prepared thereof, which are on file with the Public Works Department.

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

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



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

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

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

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

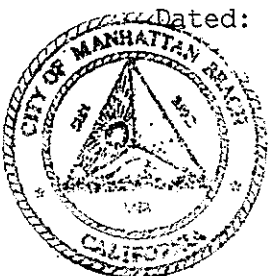
No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

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

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

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

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



Dated:

9-5-14

LIZA TAMURA, City Clerk  
City of Manhattan Beach

PART 1

PROPOSAL REQUIREMENTS

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on Wednesday, October 22, 2014, sealed proposals for:

**City Yard Cover Project, per Plan No. D-892, Sheets 1 through 12,** and the Specifications prepared thereof, which are on file with the Public Works Department.

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

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

(c) Proposal Form

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

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

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

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

(e) Interpretation of Contract Documents

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

(f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10 %) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

(g) Award of Contract

The award of the contract, if it be awarded\*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within sixty ( 60 ) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. \*See Paragraph (k) below.

(h) Execution of Contract

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

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

(i) Return of Bidder's Guaranties

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

(j) Contractor's Questionnaire

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

(k) Owner's Right to Award Contract

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

CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:


The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 120 working days in accordance with Drawing No. D-892, Sheets 1 to 12, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>CITY YARD COVER PROJECT</b>				
1.	Procure and Construct two (2) Rigid Steel Frame, Metal Roof/Open Wall, Canopy Structures per Plan and Specification Special Provisions, Part 6.	1 LS	278,760	278,760.00
2.	Construct 6" Extra Strength VCP Sewer Main per City of M.B. Std. Dwg. No. ST-10 (does <u>NOT</u> include pavement restoration).	215 LF	151.8	32,637.00
3.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	1 EA	13110	13110.00
4.	Construct Sewer Cleanout Structure per City of M.B. Std. Dwg. No. ST-5(modified)	1 EA	1035	1035.00
5.	Construct Sewer Trench Grate Drain Structure per Plan.	1 LS	5520	5520.00
6.	Unclassified Excavation.	1,500 SY	34.50	51,750.00
7.	Construct 6" Reinforced PCC Pavement Slab over 6" CAB to Grade, per Plan.	1,500 SY	124.20	186,300.00
8.	Construct 10" PCC Partition Wall and Footing per Structural Plan, Section and Detail.	305 LF	193.20	58,926.00
9.	Remove Existing and Construct PCC Curb and Gutter per Plan.	150 LF	41.40	6,210.00
10.	Remove Existing and Construct Catch Basin with Connector Pipe Screen (CPS) per Plan.	1 EA	7590.00	7590.00
11.	Remove Existing and Construct 12" RCP Storm Drain Mainline and Join Existing.	20 LF	165.60	3,312.00
12.	Construct 6" PCC Gutter per Plan.	30 LF	34.50	1,035.00
13.	Construct 8" Steel Pipe Bollard per Plan.	12 EA	897	10,764.00
14.	Construct AC Pavement Restoration per City of M.B. Std. Drawing No. ST-10 (for Proposed Sewer Main and Manhole).	550 SF	<del>9.66</del> 9.66 md	5,313.00
15.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to-Exceed	\$10,000.00
<b>TOTAL BASE BID (ITEMS 1-15):</b>				<b>672,262.00</b>
(CONTINUED ON NEXT PAGE)				

Total Bid Cost in Figures: \$ 672262.00

Total Bid Cost in Writing: \$ SIX HUNDRED SEVENTY TWO THOUSANDS TWO HUNDRED & SIXTY TWO. <sup>00</sup>/<sub>100</sub> DOLLARS.

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

  
Signed

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

Licensed in accordance with an act providing for the registration of Contractors, License No. 839455

  
Signature of Bidder

PRESIDENT  
Title

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

CREATIVE HOME INC.  
(Name of Company or Corporation)

701 E. BALL RD STE 101  
(Address)

Dated: 10/20, 20 14

(City)

(State) (Zip)

ANAHEIM

CA 92805

**STATISTICAL INFORMATION ON CONTRACTOR**

City Yard Cover Project

**Firm/Organization Information Form**

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

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

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** 7

**CULTURAL/ETHNIC COMPOSITION OF FIRM** Owners, Partners, Associate Partners, Managers, Staff, etc.).

Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American	<del>0</del>	<del>0</del>	<del>0</del>
Hispanic/Latin American	<del>0</del>	1	4
Asian American	<del>0</del>	<del>0</del>	<del>0</del>
American Indian/Alaskan Native	<del>0</del>	<del>0</del>	<del>0</del>
All Others	1		1

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

Men	1	1	5
Women	<del>0</del>	<del>0</del>	<del>0</del>

**PERCENTAGE OF OWNERSHIP IN FIRM**

Please indicate by percentage (%) how the ownership of the firm is distributed:

	Black/African American	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men	<del>0</del> %	<del>0</del> %	<del>0</del> %	<del>0</del> %	100 %
Women	<del>0</del> %	<del>0</del> %	<del>0</del> %	<del>0</del> %	<del>0</del> %

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

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

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

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

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

**FIRM NAME:** CHI CONSTRUCTION

**SIGNED:** [Signature] **TITLE:** PRESIDENT

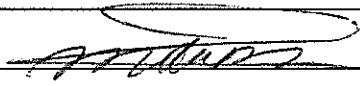
**DATE:** 10/20/14

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID  
City Yard Cover Project

State of CALIFORNIA )  
County of SOUTH ORANGE ) ss.

I, MUETAZ DARWISH, being first duly sworn, deposes and says  
that he or she

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

Bidder CREATIVE HOME INC  
By MUETAZ DARWISH   
Title PRESIDENT  
Organization CHI CONSTRUCTION a DBA OF CREATIVE HOME  
Address 701 E. BALL RD STE 101 ANAHEIM, CA 92805

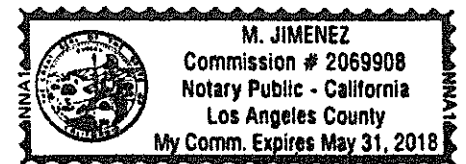
Subscribed and sworn to before me this 10 day of October  
20 14

[Notarial Seal]



Notary Public in and for the State of

My commission expires May 31, 2018





CONTRACTOR'S QUESTIONNAIRE

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

Re: City Yard Cover Project

Submitted by CREATIVE HOME INC / CHI CONSTRUCTION

Principal Office 701 E. BALL RD, STE 101, ANAHEIM CA 92805

Telephone 714 758-1767

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

Contractor's License No. 839455

If a corporation, answer these questions:

Date of incorporation 07/14/2005  
State of incorporation CALIFORNIA  
President's name MUETAZ MARIWAH  
Vice President's name \_\_\_\_\_  
Secretary or Clerk's name \_\_\_\_\_  
Treasurer's name \_\_\_\_\_

If a co-partnership, answer these questions:

Date of organization \_\_\_\_\_  
Name and Address of all partners \_\_\_\_\_  
\_\_\_\_\_

Number of years experience as a Contractor in construction work: 9

List the major construction projects your organization has underway as of this date: 10/20/2014

<u>CITY OF ANAHEIM BURRUEL RESERVOIR</u>	<u>Phone: 562 209 0037</u>
<u>UPGRADE</u>	<u>Phone:</u>
<u>CITY OF PLACENTIA</u>	<u>Phone: 714 993 8132/k</u>
<u>PARKING LOT</u>	<u>Phone:</u>

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

<u>CITY OF MANHATTAN BEACH</u>	<u>Phone: 310 802-535</u>
<u>CITY OF REDONDO BEACH</u>	<u>Phone: 310 318-0661</u>
<u>SIMI VALLEY DEPT PW WOOD RANCH</u>	<u>Phone: 714 609-7625</u>
<u>CAL STATE SAN BERNARDINO</u>	<u>Phone: 909 904-2872</u>

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

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

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

LIST OF SUBCONTRACTORS

City Yard Cover Project

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize himself with Section 2-3 of the Standard Specifications.

Name under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
<u>COASTAL</u>	<u>897916</u>	<u>AGOURA, CA</u> <u>91301</u>	<u>CAISSONS</u> <u>(DILLING)</u>
<u>SANDERS</u> <u>PAVING, INC</u>	<u>771345</u>	<u>10645 STANFORD</u> <u>AVE, GARDEN GROVE</u> <u>CA 92840</u>	<u>PAVING</u> <u>CONTRACTOR</u>

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Creative Home DBA CHI Construction, as principal, and  
Developers Surety and Indemnity Company, as surety are held  
and firmly bound unto the City of Manhattan Beach in the sum of  
ten percent of amount bid \_\_\_\_\_ Dollars, (\$ 10% \_\_\_\_\_),  
to be paid to the said City or its certain attorney, its successors and  
assigns; for which payment, well and truly to be made, we bind ourselves, our  
heirs, executors and administrators, successors or assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden \_\_\_\_\_  
Creative Home DBA CHI Construction  
to construct City Yard Cover Project Per Plan No. D-892, Sheets 1 through 12

dated October 22, 2014 is accepted by the City of Manhattan  
Beach, and if the above bounden Creative Home DBA CHI Construction,

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

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

October 13, 2014.

Creative Home DBA CHI Construction

By: [Signature]

Developers Surety and Indemnity Company

By: [Signature]

Cynthia J. Young, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of San Bernardino ) ss.

On October 13, 2014 before me, Laurie B. Druck, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

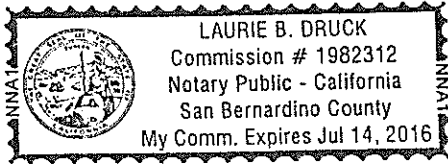
Personally appeared Cynthia J. Young

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Laurie B. Druck

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

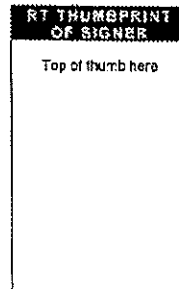
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_



**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725 IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA do each hereby make, constitute and appoint.

**\*\*\*Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally\*\*\***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008

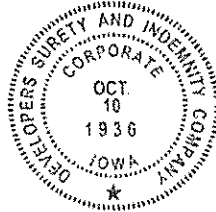
RESOLVED, that a combination of any two of the Chairman of the Board, the President Executive Vice-President Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013

By *Daniel Young*  
Daniel Young, Senior Vice-President

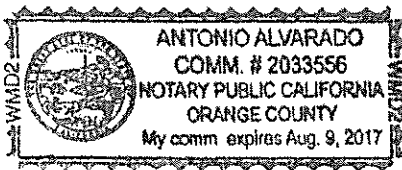
By *Mark J. Lansdon*  
Mark J. Lansdon, Vice-President



State of California  
County of Orange

On November 21 2013 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon  
Name(s) of Signer(s)



Place Notary Seal Above

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 \_\_\_\_\_

*Antonio Alvarado*

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate

This Certificate is executed in the City of Irvine, California, this 13<sup>th</sup> day of October 2014

By *Cassie J. Berrisford*  
Cassie J. Berrisford, Assistant Secretary

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

THIS AGREEMENT, made and entered into this 18th day of November 2014, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Creative Home Inc.DBA CHI Construction, hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Specifications to be furnished by said City, necessary to complete in a good, workmanlike and substantial manner the improvements for the:

City Yard Cover Project

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

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

Plan No. D-892, Sheets 1 through 12

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2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost In Figures: \$ 672,262.00

Total Cost In Writing: Six Hundred Seventy-Two Thousand Two Hundred Sixty-Two Dollars

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

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

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

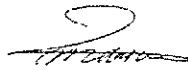
A G R E E M E N T  
(Continued)

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

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

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

CONTRACTOR CHI construction

By  Its President

and

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

701 E. Ball Rd. #101

Address

Anaheim, CA 92805

ATTEST:

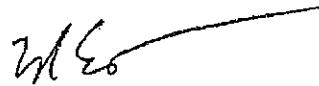
CITY OF MANHATTAN BEACH

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

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

The foregoing agreement is hereby approved by me as to form

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

  
\_\_\_\_\_  
ASS'T City Attorney