

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

2011-2012 Water Main Replacement Project
(Phase 2)

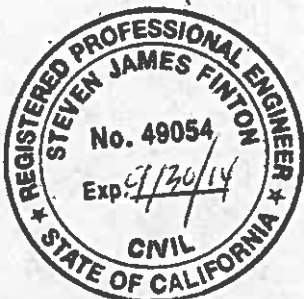


PLAN NO. W-621
Sheets 1 to 8

Completion: 60 Working Days

PUBLIC WORKS DEPARTMENT
Engineering Division
1400 Highland Avenue
Manhattan Beach, California 90266
PROJECT MANAGER: GILBERT GAMBOA
Telephone: (310) 802-5356

STAMP:



Approved by:

Steven James Finton, PE
City Engineer

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 Thursday, February 7, 2013, at which time they will be publicly opened and read, for performing work as follows:

2011-2012 Water Main Replacement Project, PHASE 2 per Plan No. W-621, Sheets 1 through 8, 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 City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

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

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



Dated

12-24-12

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 Thursday, February 7, 2013, sealed proposals for:

2011-2012 Water Main Replacement Project, PHASE 2 per Plan No. W-621, Sheets 1 through 8, 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 60 working days in accordance with Drawing No. W-621, Sheets 1 to 8, 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
A) HIGHLAND AVENUE* (SHEETS 4 & 5)				
1.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	15,000.-	15,000.-
2.	Trench Shoring/Support and Stormwater Pollution Control Requirements	1 LS	1,500.-	1,500.-
3.	Construct 6" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std. Drawing No. ST-10 (includes trench restoration and pavement resurfacing)	30 LF	150.-	4,500.-
4.	Construct 8" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std. Drawing No. ST-10 (includes trench restoration and pavement resurfacing)	1,050 LF	78.-	81,900.-
5.	Furnish and Install 6" Gate Valve with Valve Box and Cover marked "WATER"	2 EA	1,650.-	3,300.-
6.	Furnish and Install 8" Gate Valve with Valve Box and Cover marked "WATER"	15 EA	2,200.-	33,000.-
7.	Furnish & Install 8"x6" Ductile Iron Cross	1 EA	400.-	400.-
8.	Furnish and Install 8" Ductile Iron Cross	3 EA	450.-	1,350.-
9.	Furnish and Install 8" Ductile Iron Tee	2 EA	400.-	800.-
10.	Furnish & Install 8" Ductile Iron 45° Bend	2 EA	350.-	700.-
11.	Furnish and Install 8"x6" Ductile Iron Reducer	2 EA	350.-	700.-
12.	Construct NEW 1" Water Service Lateral per City of M.B. Std. Drawing No. ST-15	40 EA	1,500.-	60,000.-
13.	Abandon existing valve, remove appurtenances and restore surface improvements in kind	3 EA	500.-	1,500.-
14.	Sawcut and Remove existing water main and appurtenances. Connect new Ductile Iron Pipe sections and fittings. Repair trench per City of M.B. Std. Drawing No. ST-10.	8 EA	5,500.-	44,000.-
15.	Sawcut and Cap existing water main and remove appurtenances. Repair trench per City of M.B. Std. Drawing No. ST-10.	15 EA	3,500.-	52,500.-
16.	Construct Fire Hydrant assembly with gate valve per City of M.B. Std. Drawing No. ST-16. Repair trench per City of M.B. Std. Drawing No. ST-10.	1 EA	10,000.-	10,000.-
A) Highland Ave (Sheets 4 & 5) SUB-TOTAL ITEMS 1 - 16:				311,150.-
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
B) 7TH STREET* (SHEET 6)				
17.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	15,000.-	15,000.-
18.	Trench Shoring/Support and Stormwater Pollution Control Requirements	1 LS	1,500.-	1,500.-
19.	Construct 6" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std. Drawing No. ST-10	140 LF	125.-	17,500.-
20.	Construct 8" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std. Drawing No. ST-10	550 LF	68.-	37,400.-
21.	Furnish and Install 6" Gate Valve with Valve Box and Cover marked "WATER"	1 EA	1,560.-	1,560.-
22.	Furnish and Install 8" Gate Valve with Valve Box and Cover marked "WATER"	2 EA	2,200.-	4,400.-
23.	Furnish & Install 6" Ductile Iron 45° Bend	2 EA	250.-	500.-
24.	Furnish & Install 8" Ductile Iron 45° Bend	2 EA	350.-	700.-
25.	Construct NEW 1" Water Service Lateral per City of M.B. Std. Drawing No. ST-15	28 EA	1,500.-	42,000.-
26.	Construct NEW 1 1/4" Water Service Lateral per City of M.B. Std. Drawing No. ST-15	2 EA	1,800.-	3,600.-
27.	Abandon existing valve, remove appurtenances and restore surface improvements in kind	2 EA	500.-	1,000.-
28.	Sawcut and Remove existing water main and appurtenances. Connect new Ductile Iron Pipe sections and fittings. Repair trench per City of M.B. Std. Drawing No. ST-10	4 EA	5,500.-	22,000.-
29.	Sawcut and Cap existing water main and remove appurtenances. Repair trench per City of M.B. Std. Drawing No. ST-10	4 EA	2,500.-	10,000.-
30.	Construct Fire Hydrant assembly with gate valve per City of M.B. Std. Drawing No. ST-16	2 EA	10,000.-	20,000.-
31.	Salvage existing hydrant and return to City. Remove and dispose of existing bury. Cap and abandon existing assembly. Restore site improvements, in kind, to satisfaction of engineer and property owner.	1 EA	500.-	500.-
32.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Water Main	500 SF	15.-	7,500.-
33.	Construct 5" PCC walkway pavement on compacted native. Including ramps, curb & gutter and sidewalk areas (full width).	7,000 SF	12.-	84,000.-
34.	Construct 5" PCC pavement over compacted 6" CAB.	1,000 SF	12.-	12,000.-
35.	Encroachment area private improvement site restorations (See Section 2-6.4)	1 LS	10,000.-	10,000.-
B) 7TH Street (Sheet 6) SUB-TOTAL ITEMS 17 - 35				295,160.-
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
C) 6 TH STREET* (SHEET 7)				
36.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	12,000.-	12,000.-
37.	Trench Shoring/Support and Stormwater Pollution Control Requirements	1 LS	1,500.-	1,500.-
38.	Construct 6" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std. Drawing No. ST-10	550 LF	65.-	35,750.-
39.	Furnish and Install 6" Gate Valve with Valve Box and Cover marked "WATER"	4 EA	1,650.-	6,600.-
40.	Furnish and Install 8" Gate Valve with Valve Box and Cover marked "WATER"	1 EA	2,200.-	2,200.-
41.	Furnish and Install 8"x6" Ductile Iron Tee	1 EA	350.-	350.-
42.	Furnish & Install 6" Ductile Iron 45° Bend	6 EA	350.-	2,100.-
43.	Construct NEW 1" Water Service Lateral per City of M.B. Std. Drawing No. ST-15	30 EA	1,500.-	45,000.-
44.	Abandon existing valve, remove appurtenances and restore surface improvements in kind	3 EA	500.-	1,500.-
45.	Sawcut and Remove existing water main and appurtenances. Connect new Ductile Iron Pipe sections and fittings. Repair trench per City of M.B. Std. Drawing No. ST-10	3 EA	5,500.-	16,500.-
46.	Sawcut and Cap existing water main and remove appurtenances. Repair trench per City of M.B. Std. Drawing No. ST-10	3 EA	3,500.-	10,500.-
47.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Water Main	575 SF	15.-	8,625
48.	Construct 5" PCC walkway pavement on Compacted Native. Including ramps, curb & gutter and sidewalk areas (full width).	7,000 SF	12.-	84,000.-
49.	Encroachment area private improvement site restorations (See Section 2-6.4)	1 LS	10,000.-	10,000.-
50.	Construct new Curb Ramp per APWA Std. Plan No. 111-4, Case A, Type 5 (Sheet 3)	2 EA	4,500.-	9,000.-
C) 6 TH Street (Sheet 7) SUB-TOTAL ITEMS 36 - 50				245,625
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
D) MORNINGSIDE DRIVE* (SHEET 8)				
51.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	8,000.-	8,000.-
52.	Trench Shoring/Support and Stormwater Pollution Control Requirements	1 LS	1,200.-	1,200.-
53.	Construct 6" Ductile Iron Pipe, Class 50, Water Main per City of M.B. Std Drawing No. ST-10	260 LF	100.-	26,000.-
54.	Furnish and Install 6" Gate Valve with Valve Box and Cover marked "WATER"	3 EA	1,650.-	4,950
55.	Furnish and Install 12" Gate Valve with Valve Box and Cover marked "WATER"	2 EA	3,500.-	7,000.-
56.	Furnish & Install 12"x6" Ductile Iron Cross	1 EA	650.-	650.-
57.	Furnish and Install 6" Ductile Iron Tee	1 EA	350.-	350.-
58.	Construct NEW 1" Water Service Lateral per City of M.B. Std. Drawing No. ST-15	6 EA	1,500.-	9,000.-
59.	Abandon existing valve, remove appurtenances and restore surface improvements in kind	1 EA	500.-	500.-
60.	Sawcut and Remove existing water main and appurtenances. Connect new Ductile Iron Pipe sections and fittings. Repair trench per City of M.B. Std. Drawing No. ST-10	2 EA	5,500.-	11,000.-
61.	Sawcut and Cap existing water main and remove appurtenances. Repair trench per City of M.B. Std. Drawing No. ST-10	2 EA	3,500.-	7,000.-
62.	Construct Fire Hydrant assembly with gate valve per City of M.B. Std. Drawing No. ST-16	1 EA	1,000.-	1,000.-
63.	Construct 5" PCC pavement over compacted 6" CAB.	2,100 SF	12.-	25,200.-
D) Morningside Drive (Sheet 8) SUB-TOTAL ITEMS 51 - 63				101,850
(CONTINUED ON NEXT PAGE)				

64.	Repaint Traffic Markings and Striping (Thermoplastic)	1 LS	7,500.-	7,500.-
65.	Install Centerline Survey Tie per intersection. Set and Furnish Technical Description. Replace property corner survey markers per property.	13 EA	500.-	6,500.-
66.	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 15,000.-	\$15,000.00
* SEE SECTIONS 2-6 THROUGH 2-6.4 OF THE GENERAL PROVISIONS TOTAL BASE BID (ITEMS 1-66):				982,785

Total Bid Cost in Figures: \$ 982,785.00

Total Bid Cost in Writing: Nine hundred Eighty-two thousand, Seven hundred Eighty-five 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. 603008

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.)

T.E. Roberts, Inc.
(Name of Company or Corporation)

1131 E. Main Street, Suite 201
(Address)

Dated: February 6, 2013

Tustin CA 92780
(City) (State) (Zip)

STATISTICAL INFORMATION ON CONTRACTOR2011-2012 Water Main Replacement Project, **PHASE 2****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): 26

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	0	0	6
Hispanic/Latin American	0	3	10
Asian American	0	0	0
American Indian/Alaskan Native	0	0	1
All Others	5	3	4

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

Men	4	5	14
Women	1	1	1

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	%	%	%	%	60 %
Women	%	%	%	%	40 %

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

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: T.E. Roberts, Inc.

SIGNED: [Signature] **TITLE:** President

DATE: 2-6-13

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID
2011-2012 Water Main Replacement Project, PHASE 2

State of California)
County of Orange) ss.

I, Timothy Roberts, being first duly sworn, deposes and says
that he or she

is President of T.E. Roberts, Inc. to
party making the foregoing bid that the bid is not made in the interest of,
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; tha
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 T.E. Roberts, Inc
By [Signature]
Title President
Organization T.E. Roberts, Inc, a California Corporation
Address 1131 E. Main Street, Suite 201, Tustin CA 92780

Subscribed and sworn to before me this _____ day of _____
20____

[Notarial Seal]

Notary Public in and for the State of

My commission expires _____

See Attached
California
Acknowledgement

State of California)

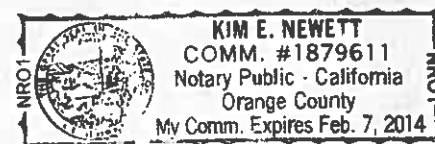
County of Orange)

CALIFORNIA JURAT

Subscribed and sworn to (or affirmed) before me on this 6th day
of February, 20 13, by Timothy Roberts

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

Signature Kim E. Newett



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Non-Collusion Affidavit

containing 1 pages, and dated

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:

☒ Form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # Entry #

Notary contact:

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe:

CONTRACTOR'S QUESTIONNAIRE

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

Re: 2011-2012 Water Main Replacement Project, PHASE 2

Submitted by T.E. Roberts, Inc.

Principal Office 1131 E. Main Street, Suite 201, Tustin CA 92780

Telephone 714 669-0072

Type of Firm: Corporation X Co-Partnership _____
Individual _____

Contractor's License No. 603008

If a corporation, answer these questions:

Date of incorporation 10-13-99

State of incorporation California

President's name Timothy Roberts

Vice President's name Kimberlee Roberts, Justin Roberts, Luke Robert

Secretary or Clerk's name Nicholas Roberts

Treasurer's name Nicholas Roberts

If a co-partnership, answer these questions:

Date of organization _____

Name and Address of all partners N/A

Number of years experience as a Contractor in construction work: 13

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

San Gabriel Valley Water Co., 8122L, 8139L, 8114L - various Phone: 626 448-6183 Frank LoS

City of Ontario, On-Call Services Phone: 909 395-2677 Don Meye

City of Corona, Water Meter Replacements Phone: 951 279-3620 Carol Ga

Phone: _____

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

City of Corona City Park Reclaimed Waterline 4,500' DIP Phone: 951 739-4888 Clint Her

Upper San Gabriel Valley Municipal Water District, City of Industry Package 3 Phone: 626 443-2297 Reynmundo

Monte Vista Water District, Grand Avenue Pipeline, 22,000' AVE water main, 4,500' DIP Phone: 909 624-0035 Van Jen

City of Manhattan Beach, 2007-2010 Water Main Replacement 9,550' Water Main Phone: 310 802-5355 Michael

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? N/A

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

2011-2012 Water Main Replacement Project, PHASE 2

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
Structures Unlimited	550710 A	7671 Arlington Ave. Riverside, CA	concrete work
J.P. Striping Inc	746266	650 E. First St Bloomington, CA	striping
On Point Land Surveying, Inc	LS 8601	1340 Alderwood Ln. Mentone, CA	Surveying

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

BOND# 9-B
PREMIUM: NIL

KNOW ALL MEN BY THESE PRESENTS,

That we, T.E. ROBERTS, INC., as principal and
INTERNATIONAL FIDELITY INSURANCE 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 _____

T.E. ROBERTS, INC.

to construct 2011-2012 Water Main Replacement Project, PHASE 2, Per Plan No.
W-621, Sheets 1 through 8

dated FEBRUARY 7, 2013 is accepted by the City of Manhattan

Beach, and if the above bounden T.E. ROBERTS, INC.

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

**** T.E. ROBERTS, INC.**

IN WITNESS WHEREOF, we hereunto set our hands and seals this 5TH
day of FEBRUARY, 2013

FEBRUARY 5, 2013

T.E. ROBERTS, INC.

BY: 

INTERNATIONAL FIDELITY INSURANCE COMPANY

BY: 

CHARLES L. FLAKE / ATTORNEY-IN-FACT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 2-05-13
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)



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

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

Witness my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and exist laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CHARLES L. FLAKE, RICHARD A. COON, DAVID L. CULBERTSON

Anaheim, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating there facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

[Signature]
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5TH day of FEBRUARY 2013

[Signature]
Assistant Secretary

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 2-6-13 before me, Kim E. Newett, Notary Public
(here insert name and title of the officer)

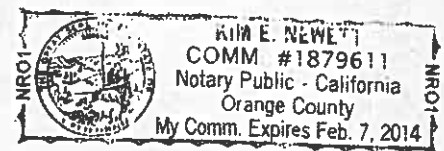
personally appeared Timothy Roberts

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 Kim E. Newett



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of Bidders Bond

containing 1 pages, and dated 2-5-13

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s)

President
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing:

T.E. Roberts, Inc.

Name(s) of Person(s) or Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ Form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐

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

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

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the 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:

2011-2012 Water Main Replacement Project, PHASE 2

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. W-621, Sheets 1 through 8

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: \$ 982,185.00

Total Cost In Writing: Nine hundred eighty-two thousand, seven hundred eighty-five 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 material, and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

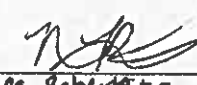
CONTRACTOR

By


Timothy Roberts President

and

By


Nicholas Roberts Secretary

1131 E. Main Street, Suite 201
Address

Tustin, CA 92780

ATTEST:

CITY OF MANHATTAN BEACH

City Clerk

City Manager

The foregoing agreement is hereby
approved by me as to form

Public Works Approval

City Attorney

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 2/19/13 before me, Kimi E. Newett, Notary Public
(here insert name and title of the officer)

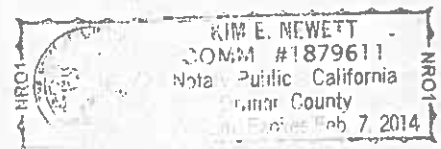
personally appeared Timothy Roberts and Nicholas Roberts

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 Kimi E. Newett



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of Agreement

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☒ Corporate Officer(s)

President and Secretary
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: T.E. Roberts Inc
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____