SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

2012-2015 Rehabilitation of Sewer Manholes Project

PROJECT NO. 12832E
PLAN NO. S-257
Sheets 1 to 20

Completion: 90 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info
Project Manager: Chuck Stephan
Email: chuck@sunbeamtech.net
Telephone: (949) 474-1401 x283

STAMP:

Reviewed by:

Steve Finton, City Engineer

12/24/12
Date

City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

AMENDMENT No. 1
to
Specification and Contract Documents
for
City of Manhattan Beach, California
Rehabilitation of Sewer Manholes Project

Part 1 - Proposal Requirements, Section (g), Award of Contract terms are amended as follows:

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 **ninety (90) 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.

All other provisions of the original Specification and Contract documents shall remain unchanged and enforceable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

CONTRACTOR: Miramontes Construction Company, Incorporated

By _____ 4/22/13
signature Date

CITY OF MANHATTAN BEACH:

By _____
City Manager Date
David N. Carmany

ATTEST:

_____
City Clerk (stamp) Date

APPROVED AS TO FORM:

_____
City Attorney Date

_____ 4-25-13
Public Works Approval Date

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

TABLE OF CONTENTS

	Page
Notice to Contractors	1
Proposal Requirements	3
Proposal	6
Statistical Information on Contractor	7
Non-Collusion Affidavit	8
Contractor's Questionnaire	9
List of Subcontractors	10
Bidder's Bond to Accompany Proposal	11
Agreement	12
Performance Bond	14
Labor and Materials Bond	16
Defective Materials, Workmanship, and Equipment Bond	18
Insurance Endorsement Form No. 1 (General)	20
Insurance Endorsement Form No. 2 (Auto)	22
Proposed Security Deposits in Lieu of Retention	24
Progress Payment Request Form (See Sec. 9-3.2)	25
W-9 Federal Taxpayer Identification Number	26
Special Provisions	27
Special Project Site Maintenance and Public Convenience and Safety	45
Construction and Demolition Waste Management Plan	49
Construction Materials	52
Construction Methods	54
System Rehabilitation	59

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 February 20, 2013, at which time they will be publicly opened and read, for performing work as follows:

Furnish all materials, equipment, and labor as required to construct the 2012-2015 Rehabilitation of Sewer Manholes Project improvements, complete in place.

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: 1-22-13

LIZA TAMURA, City Clerk
City of Manhattan Beach

PART 1

PROPOSAL REQUIREMENTS

Proposal Requirements

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on February 20, 2013, sealed proposals for:

2012 - 2015 Rehabilitation of Sewer Manholes Project

(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 90 working days in accordance with Plan No. S-257, Sheets 1 to 20, 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
1.	Mobilization and Demobilization		1 LS	$3,000.00	$3,000.00
2.	Stormwater Pollution Control Requirements		1 LS	$3,000.00	$3,000.00
3.	Excavation and Safety Measures		1 LS	$10,000.00	$10,000.00
4.	Spray Liner	Remove Rungs, Clean, Prep, and Line Manhole ≤ 8-feet deep (6.3-foot average depth)	2 EA	$5,000.00	$10,000.00
5.	Spray Liner	Remove Rungs, Clean, Prep, and Line Manhole > 8-feet deep (9.5-foot depth)	1 EA	$6,000.00	$6,000.00
6.	Spray Liner	Remove Rungs, Clean, Prep, Line Manhole and Repair Manhole Channel and Bench ≤ 8-feet (6.3-foot average depth)	4 EA	$5,000.00	$20,000.00 ~~5~~
7.	Spray Liner	Remove Rungs, Clean, Prep, Line Manhole and Repair Manhole Channel and Bench > 8-feet (11.0-foot average depth)	8 EA	$8,000.00	$64,000.00
8.	Remove and Replace Sewer Manhole Frame and Cover		2 EA	$800.00	$1,600.00
9.	Remove and Replace Sewer Manhole Frame and Cover-Locking Type on Sepulveda Boulevard (Appendix A)		33 EA	$800.00	$26,400.00
10.	Repair Manhole Channel and Bench		8 EA	$1,000.00	$8,000.00
11.	Remove and Dispose of Existing Manhole and Base. Construct 48-inch Std. Manhole, Base and Cover and Connect Existing 6-inch Sewer to Manhole. Including Replacement of Base and Reconstruction of Surface Conditions in Kind (5.0-foot depth). (MH 19-015, Sheet 7)		1 EA	$8,000.00	$8,000.00
12.	Traffic Control Measures		1 LS	$3,000.00	$3,000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
13.	Sewage Spill Prevention and Emergency Response	1 LS	$ 3,000.00	$ 3,000.00
14.	Sewer Bypassing	1 LS	$ 2,500.00	$ 2,500.00
15.	Caltrans Rider Permit (Allowance, Reimbursable)	1 LS	$ 2,624	$ 2,624
TOTAL (ITEMS 1 - 15)				$ 171,124.00

Total Bid Cost: $ 171,124.00

Total Bid Cost in Writing: One hundred seventy one thousand one hundred twenty four dollars & no cents

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

President
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. 416450.

Signature of Bidder

President
Title

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

secretary, treasurer, and manager thereof.)

Miramontes Const. Co. Inc.
(Name of Company or Corporation)

P.O. Box 90095
(Address)

City of Industry, CA 91715-0095
(City) (State) (Zip)

Dated: 2/19, 2013.

STATISTICAL INFORMATION ON CONTRACTOR

2012-2015 Rehabilitation of Sewer Manholes 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): 12

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

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American	1	3	8
Asian American			
American Indian/Alaskan Native			
All Others			

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

Men	1	1	
Women		2	8

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

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

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 Caltrans # 234 Expiration Date 6/1/13

Agency____ Expiration Date____

Agency____ Expiration Date____

Agency____ Expiration Date____

FIRM NAME: Miramontes Const. Co, Inc.

SIGNED: [signature] *TITLE:* President

DATE: 2/19/13

BUSINESS ENTERPRISE CERTIFICATE

MIRAMONTES CONSTRUCTION COMPANY, INC

14241 PROCTOR AVE
LA PUENTE, CA 91746

Owner: ELCO MIRAMONTES

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

NOT VALID FOR FEDERAL AID CONTRACTS

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

* 237110 Water and Sewer Line and Related Structures Construction

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number : 234
Renewal Date : June 1, 2013

Janice Salais

May 31, 2011

Janice Salais , CERTIFYING AGENCY REPRESENTATIVE

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

State of California)
) ss.
County of Los Angeles)

I, Elco Miramontes, being first duly sworn, deposes and says that he

or she is President of Miramontes Const. Co. 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 Miramontes Const. Co, Inc.

By [signature] Elco Miramontes

Title President

Organization Miramontes Const. Co, Inc.

Address P.O. Box 90095 City of Industry, CA 91715-0095

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

[Notarial Seal] _____

Notary Public in and for the State of

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02/19/2013 **before me,** Y. Morales, Notary Public ,

personally appeared Elco Miramontes ,

☒ 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.

Y. MORALES
Commission # 1848538
Notary Public - California
Los Angeles County
My Comm. Expires Jun 3, 2013

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.

Y. Morales
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	Non Collusion Affidavit
X CORPORATE OFFICER President	
☐ PARTNER(S) ☐ LIMITED	
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	
OTHER:	

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Miramontes Const. Co., Inc.

CONTRACTOR'S QUESTIONNAIRE

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

Re:

Submitted by Yvette Miramontes

Principal Office 14241 Proctor Ave. La Puente, CA 91746-~~0095~~ 4

Telephone (626) 330-1043

Type of Firm: Corporation ✓ Co-Partnership ____

Individual ____

Contractor's License No. 411450

If a corporation, answer these questions:

Date of incorporation May 4, 1981
State of incorporation California
President's name Elco Miramontes
Vice President's name Miriam Miramontes
Secretary or Clerk's name Yvette Miramontes
Treasurer's name Elco Miramontes

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

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

Solana Ave. ESR Project. City of L.A. David Ventura $40,000.00 Phone: (213) 485-1429

Phone: ____

Phone: ____

Phone: ____

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

City of Santa Monica "Borderline Neighborhood Project" Greg DeVinck 1.5 Million Phone: (310) 458-8733

City of Orange "Main St. Water Improvements" Sonny Tran $398,000 Phone: (714) 288-2497

LA County Sanitation District "Joint Outfall "F" Unit 7G Force Main #2 $515,000.00 Donna Won Phone: (562) 908-4288

City of Pomona "District 4 Phase 1 Water Main Improvements" David Baron 1.3 Million Phone: (909) 620-2230

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

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
Sancon Engineering	731997	5841 Engineer Dr. Huntington Beach, CA 92649	Manhole Rehabilitati

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, Miramontes Construction Company, Inc., as principal, and Philadelphia Indemnity Insurance Company, as surety are held and firmly bound unto the City of Manhattan Beach in the sum of Nineteen Thousand 00/100 Dollars, ($ 19,000.00), to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden Miramontes Construction Company, Inc. to construct Remove & Replace Manhole Frames & Covers, Construct New Manholes, Rehabilitate Manhole Covers dated February 20, 2013 is accepted by the City of Manhattan Beach, and if the above bounden Miramontes Construction Company, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described within ten days (not including Sunday) from the date of the mailing of a notice to the above bounden *** by and from the said City of Manhattan Beach that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue; provided, however, that if Principal shall, prior to the mailing of a notice of being awarded the contract notify City of its unwillingness to perform under its bid submittal or request relief from its bid without legal justification, City shall be relieved of any obligation to formally award the contract to Principal and City's rights hereunder shall not be affected by its failure to formally award the contract.

***Miramontes Construction Company, Inc.

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

February 15, 20 2013.

Miramontes Construction Company, Inc.

- President

Philadelphia Indemnity Insurance Company

Kevin R. Cathcart, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On February 15, 2013 (Date) before me, Debbie McGilligan, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kevin R. Cathcart (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 Debbie McGilligan

DEBBIE MCGILLIGAN
Commission # 1994032
Notary Public - California
Orange County
My Comm. Expires Oct 14, 2016

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: BID BOND

Document Date: February 15, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin R. Cathcart
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:
PHILADELPHIA INDEMNITY INSURANCE COMPANY

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: n/a
- ☐ 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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., 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: **Kevin R. Cathcart, Michael J. Wasko III, Steven A. Swartz, Kelly Specht, Lorie Mandel, and Nicki Swartz, of the City of San Clemente, State of California** its true and lawful Attorney(s) 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 **$7,500,000.00**.

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 at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (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 biding upon the Company in the future with the 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 15TH DAY OF NOVEMBER 2012.

(Seal)

President

Sean S. Sweeney, President
Philadelphia Indemnity Insurance Company

On this 15th day of November 2012, 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
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, 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 15th day of February 2013

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 02/19/2013 before me, Y. Morales, Notary Public ,

personally appeared Elco Miramontes ,

☒ 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.

Y. MORALES
Commission # 1848538
Notary Public - California
Los Angeles County
My Comm. Expires Jun 3, 2013

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.

Y. Morales
Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL	Bid Bond
X CORPORATE OFFICER President	
☐ PARTNER(S) ☐ LIMITED	
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	
OTHER:	

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Miramontes Const. Co., Inc.

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 _____, hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

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

2012 - 2015 Rehabilitation of Sewer Manholes Project

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. S-257, Sheets 1 to 20

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: _____

Total Cost In Writing: _____

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 s to employ, and does hereby employ the said Contractor to provi and to do the work according to the terms and conditions herei referred to, for the prices aforesaid, and hereby contracts to the time, in the manner, and upon the conditions above set for parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the co contained.

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

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

Contractor

By _____
Elco Miramontes Its President

and

By _____
Its

P.O. Box 90095
Address

City of Industry, CA

ATTEST:

CITY OF MANHATTAN BEACH

_____
City Clerk

_____
David N. Carmany, City Manager

The foregoing agreement is hereby approved by me as to form

_____
Public Works Approval

_____
City Attorney