

SPECIFICATION AND CONTRACT DOCUMENTS
FOR
CITY OF MANHATTAN BEACH, CALIFORNIA

2011-2012 Sewer Main Rehabilitation Project, PHASE 2



PLAN NO. S-258
Sheets 1 to 13

Completion: 140 Working Days

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

STAMP:



Approved by:

A handwritten signature in black ink, appearing to read 'Jerome G. Parco', written over a horizontal line.

Jerome G. Parco, PE
City Engineer

CITY OF MANHATTAN BEACH
SPECIAL PROVISIONS

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

SPECIAL PROVISIONS

(Continued)

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

SPECIAL PROVISIONS
(Continued)

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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, December 2, 2015, at which time they will be publicly opened and read, for performing work as follows:

2011-2012 Sewer Main Rehabilitation Project, PHASE 2 per Plan No. S-258, Sheets 1 through 13, 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.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR). The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The bidder and all the subcontractors listed in the bid shall provide proof of registration with the Department of Industrial Relations. This requirement applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code Section 1771.4.

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.

The contractor shall have a current and valid California Contractor's Class "A" License. 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: November 3, 2015 /s/ 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, December 2, 2012, sealed proposals for:

2011-2012 Sewer Main Rehabilitation Project, PHASE 2 per Plan No. S-258, Sheets 1 through 13, 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

Upon notification that the successful bidder is the apparent low bidder, the contractor shall copy two sets of the contract Agreement from the project specifications and submit the fully executed contract for the work for the City Council to process the award of contract. This contract shall not be considered complete or binding on the contractor or the City until the City Council has taken action to award the project to the successful bidder. Upon notification of the City Council action to award the contract to the successful bidder the Contractor shall obtain the needed contract bonds and insurance riders as required by these specifications. No contract shall be considered binding upon the City until the full execution of the contract.

Failure to 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.

(l) Registration with the Department of Industrial Relations (DIR)

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Bidder and all the subcontractors listed in the Bid shall provide proof of registration with DIR. This requirement applies to any bid proposal submitted on or after April 1, 2015.

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.

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 140 working days in accordance with Drawing No. S-258, Sheets 1 to 13, 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) 3RD STREET				
1.	Mobilization and Demobilization.	1 LS	11,000.00	11,000.00
2.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	3,000.00	3,000.00
3.	Traffic Control and Project Phasing.	1 LS	5,000.00	5,000.00
4.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	3,000.00	3,000.00
5.	Trench Excavation and Safety Measures.	1 LS	5,000.00	5,000.00
6.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	2 EA	7,000.00	14,000.00
7.	Construct 8" Extra Strength VCP Sewer per Plan.	560 LF	150.00	84,000.00
8.	Remove existing and Construct 15" Extra Strength VCP Sewer per Plan.	12 LF	700.00	8,400.00
9.	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	1,500.00	1,500.00
10.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	15 EA	700.00	10,500.00
11.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	10 EA	700.00	7,000.00
12.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	2,000.00	2,000.00
13.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Backfill and Reconstruct Surface to Match Existing.	2 EA	1,000.00	2,000.00
14.	Remove Existing and Construct 5" PCC pavement over compacted 6" CAB per City M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes only. Dowel into existing pavement.	4,000 SF	17.00	68,000.00
15.	Re-establish Centerline Tie Survey Monument per plan.	3 EA	1,500.00	4,500.00
A) 3 rd Street (Sheets 4 & 5) SUB-TOTAL ITEMS 1 - 15:				228,900.00
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
B) 4TH STREET				
16.	Mobilization and Demobilization.	1 LS	10,000.00	10,000.00
17.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	5,000.00	5,000.00
18.	Traffic Control and Project Phasing.	1 LS	5,000.00	5,000.00
19.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	5,000.00	5,000.00
20.	Trench Excavation and Safety Measures.	1 LS	6,000.00	6,000.00
21.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	2 EA	7,000.00	14,000.00
22.	Construct 8" Extra Strength VCP Sewer per Plan.	425 LF	150.00	63,750.00
23.	Connect to Existing Sewer Main per Plan.	1 EA	1,500.00	1,500.00
24.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	15 EA	750.00	11,250.00
25.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	11 EA	750.00	8,250.00
26.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	5,000.00	5,000.00
27.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Backfill and Reconstruct Surface to Match Existing.	2 EA	1,000.00	2,000.00
28.	Remove Existing and Construct 5" PCC pavement over compacted 6" CAB per City M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes only. Dowel into existing pavement.	4,500 SF	17.00	76,500.00
B) 4th Street (Sheet 6) SUB-TOTAL ITEMS 16 - 28:				213,250.00
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
C) INGLESIDE DRIVE				
29.	Mobilization and Demobilization.	1 LS	10,000.00	10,000.00
30.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	5,000.00	5,000.00
31.	Traffic Control and Project Phasing.	1 LS	5,000.00	5,000.00
32.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	5,000.00	5,000.00
33.	Trench Excavation and Safety Measures.	1 LS	5,000.00	5,000.00
34.	Coordinate Gas Line Relocation with Gas Company, including Removals, Excavation and Shoring; as required.	1 LS	5,000.00	5,000.00
35.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	3 EA	7,000.00	21,000.00
36.	Construct 8" Extra Strength VCP Sewer per Plan.	550 LF	150.00	82,500.00
37.	Construct 12" Extra Strength VCP Sewer per Plan.	25 LF	250.00	6,250.00
38.	Connect to Existing Sewer Main per Plan.	1 EA	1,500.00	1,500.00
39.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	6 EA	750.00	4,500.00
40.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	2 EA	750.00	1,500.00
41.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	5,000.00	5,000.00
42.	Remove Entire Existing Sewer Manhole. Reconstruct Surface to Match Existing.	2 EA	2,500.00	5,000.00
43.	Remove Existing and Construct 5" PCC pavement over compacted 6" CAB per City M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes only. Dowel into existing pavement.	5,500 SF	17.00	93,500.00
44.	Re-establish Centerline Tie Survey Monument per plan.	4 EA	2,000.00	8,000.00
C) Ingleside Drive (Sheets 7 & 8) SUB-TOTAL ITEMS 29 - 44:				263,750.00
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
D) 7TH STREET				
45.	Mobilization and Demobilization.	1 LS	12,000.00	12,000.00
46.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	5,000.00	5,000.00
47.	Traffic Control and Project Phasing.	1 LS	5,000.00	5,000.00
48.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	5,000.00	5,000.00
49.	Trench Excavation and Safety Measures.	1 LS	5,000.00	5,000.00
50.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	4 EA	7,500.00	30,000.00
51.	Construct 8" Extra Strength VCP Sewer per Plan.	730 LF	150.00	109,500.00
52.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	23 EA	750.00	17,250.00
53.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	17 EA	750.00	12,750.00
54.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	5,000.00	5,000.00
55.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Backfill and Reconstruct Surface to Match Existing.	3 EA	1,500.00	4,500.00
56.	Sawcut and Remove Existing Pavement. Construct 5" PCC walkway pavement over compacted native. Dowel into existing pavement, where occurs.	9,800 SF	12.00	117,600.00
57.	Sawcut and Remove Existing Pavement. Construct 6ft-wide Klorostone Pervious Interlocking Ceramic Pavers or Approved Equal per plan.	4,500 SF	30.00	135,000.00
58.	Re-establish Centerline Tie Survey Monument per plan.	1 EA	2,500.00	2,500.00
59.	Re-establish Property Survey Monuments per plan.	32 EA	1,500.00	48,000.00
D) 7th Street (Sheets 9 through 13) SUB-TOTAL ITEMS 45 - 59:				514,100.00
(CONTINUED ON NEXT PAGE)				

60.	Construction Survey Staking.	1 LS	15,000.00	15,000.00
61.	Traffic Signing, Striping and Pavement Markings.	1 LS	20,000.00	20,000.00
62.	Post-Installation Video Inspection. (see Sewer Note No 21)	1 LS	10,000.00	10,000.00
63.	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	\$15,000.00
TOTAL BASE BID (ITEMS 1-63):				1,280,000.00

Total Bid Cost in Figures: \$ 1,280,000.00

Total Bid Cost in Writing: \$ One Million Two Hundred Eighty Thousand Dollars and no cents

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

Elio Miramontes
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-A

Elio Miramontes
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.)

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

P.O. Box 90095
(Address)

Dated: 12/2, 2015

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

STATISTICAL INFORMATION ON CONTRACTOR

2011-2012 Sewer Main Rehabilitation 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): 10 14

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	2	11
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		11
Women		2	

PERCENTAGE OF OWNERSHIP IN FIRM

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

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

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 - MBE Expiration Date 7/1/17
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____
 Agency _____ Expiration Date _____

FIRM NAME: Miramontes Const. Co., Inc.

SIGNED: [Signature] TITLE: President

DATE: 12/2/15

BUSINESS ENTERPRISE CERTIFICATE

MIRAMONTES CONSTRUCTION COMPANY, INC

14241 PROCTOR AVE
LA PUENTE, CA 91746
Owner: ELCO MIRAMONTES

Business Structure: CORPORATION
STATE MINORITY BUSINESS ENTERPRISE

This Certification 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 : July 1, 2017

Jose Salas, CERTIFYING AGENCY REPRESENTATIVE
June 12, 2015

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]

2011-2012 Sewer Main Rehabilitation Project, PHASE 2

The undersigned declares:

I am the President of Miramonte Const Co, Inc the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed Person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed

on 12/2/15 [date], at La Puente [city],
California [state].

Signature: [Handwritten Signature] Signature: _____

Printed Name: Elco Miramontes Printed Name: _____

Date: 12/2/15 Date: _____

This form must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

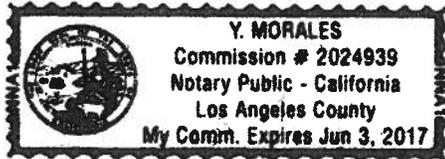
State of California

County of Los Angeles

On 12/02/15 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.



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

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: 2011-2012 Sewer Main Rehabilitation Project, PHASE 2

Submitted by Miramontes Const. Co., Inc.

Principal Office 14241 Proctor Ave. La Puente, CA 91746

Telephone (626) 338-1043 Mailing? P.O. Box 90095 City of Industry, CA 91715

Type of Firm: Corporation Co-Partnership _____ Individual _____

Contractor's License No. 416450

Contractor's DIR Registration No. 1000008032

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 Cynthia 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 N/A

Number of years of experience as a Contractor in construction work 34

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

Sub - City of So. Pasadena - Water - Chelton Way/Hill St. Phone: All Am. Asphalt Chec. Kibler (951) 453-8103
Sub - City of Yorba Linda - Bastonbury Rd. Wid. / Sew. Stop Phone: GMC Eng. James Williams (818) 590-0167

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

Phone: _____
Phone: _____
Phone: _____
Phone: _____

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

If so, when? _____

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

LIST OF SUBCONTRACTORS

2011-2012 Sewer Main Rehabilitation 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
<u>Pre Con Products</u>	<u>246528</u> <u>(805)527-0841</u>	<u>P.O. Box 940669</u> <u>Simi Valley, CA 93064</u>	<u>Manholes</u>
<u>GMI</u>	<u>629489</u> <u>(310)327-2627</u>	<u>P.O. Box 7041</u> <u>Torrance, CA 90504</u>	<u>Pavers</u>
<u>On Point Land Surveying</u>	<u>LS 8601.</u> <u>(909)792-2224</u>	<u>370 Alabama St.</u> <u>Redlands, CA 92373</u>	<u>Survey /</u> <u>Monuments</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, Miramontes Construction Company, Inc, as principal, and
State National Insurance Company, Inc Administered by:
Contractor Managing General Insurance Agency, Inc, as surety are held

and firmly bound unto the City of Manhattan Beach in the sum of

ten percent of the greatest amount bid Dollars, (\$10% of G.A.B.),
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 _____

to construct 2011-2012 Sewer Main Rehabilitation Project, PHASE 2 Per Plan
No. S-258, Sheets 1 through 13

dated _____ 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 Miramontes Construction Company, Inc 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

November 25th, 2015.

Miramontes Construction Company, Inc



State National Insurance Company, Inc Administered by:
Contractor Managing General Insurance Agency, Inc

Stephanie Hope Shear, Attorney-in-Fact

State National Insurance Company, Inc Administered by:
Contractor Managing General Insurance Agency, Inc
20335 Ventura Blvd., Suite 426
Woodland Hills, CA 91364

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

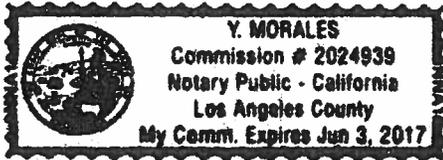
County of Los Angeles

On 12/02/15 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.



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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On NOV 25 2015 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Bond No: CDGB104202

State National Insurance Company, Inc. Administered by:
CONTRACTOR MANAGING GENERAL INSURANCE AGENCY, INC.

Premium: \$0.00

POWER OF ATTORNEY

KNOW BY ALL THESE PRESENTS That STATE NATIONAL INSURANCE COMPANY, INC. a corporation organized and existing under the laws of the State of Texas, having its principal office in Bedford, Texas does hereby constitute and appoint

Stephanie Hope Shear

(individually, jointly, or severally)

its true and lawful agent and attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds in an amount not to exceed:
Three Million and 00/100 Dollars (\$3,000,000)

and undertakings, contracts of indemnity and 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 acknowledgement and execution of bond by said Attorney-in-Fact, shall be as binding upon STATE NATIONAL INSURANCE COMPANY, INC. as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

RESOLVED that the signature and date of any authorized officer and the seal of the Company may be affixed by facsimile or other electronic image to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature, date, and seal when so used shall have the same force and effect as though manually affixed.

This Power of Attorney shall remain in full force and effect until revoked by STATE NATIONAL INSURANCE COMPANY, INC. in a signed writing delivered to the foregoing Attorney-in-Fact.

IN WITNESS WHEREOF, STATE NATIONAL INSURANCE COMPANY, INC. has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7th day of August, 2015.

STATE NATIONAL INSURANCE COMPANY, INC.

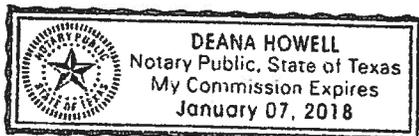

Terry L. Ledbetter, President


Trace Ledbetter, Secretary

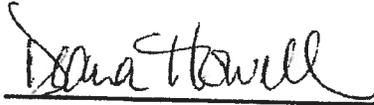
STATE OF TEXAS
County of Tarrant

On this 7th day of August, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each of the herein described and authorized officer of STATE NATIONAL INSURANCE COMPANY, INC.; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at Bedford, Texas the day and year above written.



[Notary Stamp]


Signature of Notary

I, the undersigned, Secretary of STATE NATIONAL INSURANCE COMPANY, INC., do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by STATE NATIONAL INSURANCE COMPANY, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto systematically set my hand and attested the seal of said Company this 25th day of November, 2015


Trace Ledbetter, Secretary

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

THIS AGREEMENT, made and entered into this 2nd day of February 2016, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Miramontes Construction Company, 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 Sewer Main Rehabilitation 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. S-258, Sheets 1 through 13

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: \$ 1,280,000.00

Total Cost In Writing: One Million Two Hundred Eighty Thousand Dollars and Zero Cents

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

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

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

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

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

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

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

CONTRACTOR:

By 
Its Elco Miramontes
President
and

By _____
Its

P.O. Box 90095
Address

City of Industry, CA 91715-0095
Address

ATTEST:

CITY OF MANHATTAN BEACH:

City Clerk

Mark Danaj, City Manager

The foregoing agreement is hereby approved by me as to form:

Public Works Approval


City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

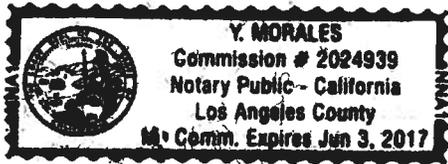
State of California

County of Los Angeles

On 12/11/15 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.



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

Agreement

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.