

SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

Street Resurfacing Project
Ardmore Avenue, Valley Drive And 11th Place

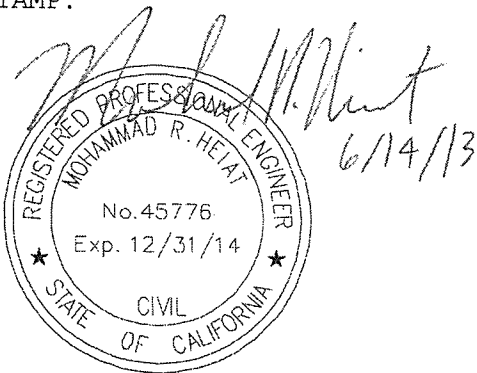


PLAN NO. P-898
Sheets 1 to 21

Completion: 45 Working Days

PUBLIC WORKS DEPARTMENT
1400 Highland Avenue
Manhattan Beach, California 90266
www.citymb.info

STAMP:



Reviewed by:

Elroy Kiepke, Interim City Engineer

6/20/13
Date

CITY OF MANHATTAN BEACH
PROJECT SPECIFICATIONS

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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 July 25, 2013, at which time they will be publicly opened and read, for performing work as follows:

The Work consists of roadway surface improvements along Ardmore Avenue (from Manhattan Beach Boulevard to Boundary Place), Valley Drive (from 1st Street to the southern City boundary), and 11th Place alley (from 120-feet east of Manhattan Beach Boulevard to Highview Avenue) as shown on the City of Manhattan Beach Plan No. P-898, Sheets 1 through 21, and Specifications prepared there of, which are on file with the Public Works Department. Improvements shall include traffic control implementation, erosion control, full removal of existing pavement, base, and subgrade material; cold milling of existing pavement; construction of hot mix asphalt concrete, warm mix asphalt concrete, and ARHM pavement; removal and reconstruction of curb, gutter, sidewalk, ADA ramps, valley gutters and cross gutters; construction of storm drain and catch basins; adjustment of surface utilities; traffic signing and striping, and replacement of traffic signal loops.

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:



6-20-13

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 July 25, 2013, sealed proposals for:

Street Resurfacing Project - Ardmore Avenue, Valley Drive And 11th Place, per Plan P-898.

(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 thirty (30) 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 agreements 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.

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 45 working days in accordance with Drawing No. P-898, Sheets 1 to 22, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

SCHEDULE A - BASE BID				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1.	Mobilization and Demobilization	1 LS	\$ <u>12,717.⁰⁰</u>	\$ <u>12,717.⁰⁰</u>
2.	Stormwater Pollution Best Management Practices	1 LS	\$ <u>7500.⁰⁰</u>	\$ <u>7500.⁰⁰</u>
3.	Traffic Control and Project Phasing	1 LS	\$ <u>17,500.⁰⁰</u>	\$ <u>17,500.⁰⁰</u>
4.	Construction Staking	1 LS	\$ <u>10,000.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>
5.	Remove Existing PCC Valley Gutter	130 LF	\$ <u>12.⁰⁰</u>	\$ <u>1,560.⁰⁰</u>
6.	Unclassified Excavation	290 CY	\$ <u>100.⁰⁰</u>	\$ <u>29,000.⁰⁰</u>
7.	Adjust Manhole Frame and Cover to Grade	26 EA	\$ <u>695.⁰⁰</u>	\$ <u>18,070.⁰⁰</u>
8.	Adjust Valve Frame and Cover to Grade	38 EA	\$ <u>360.⁰⁰</u>	\$ <u>13,680.⁰⁰</u>
9.	Reestablish Survey Monument	13 EA	\$ <u>360.⁰⁰</u>	\$ <u>4,680.⁰⁰</u>
10.	Cold Mill AC Pavement	123,000 SF	\$ <u>0.²⁸</u>	\$ <u>34,440.⁰⁰</u>
11.	Portland Cement Concrete Pavement	8,000 SF	\$ <u>9.⁰⁰</u>	\$ <u>72,000.⁰⁰</u>
12.	Hot Mix Asphalt Concrete Pavement	240 TON	\$ <u>112.⁰⁰</u>	\$ <u>26,880.⁰⁰</u>
13.	Remove Existing Concrete Pavement and Construct 6" Hot Mix Asphalt Concrete Pavement	3,900 SF	\$ <u>5.⁵⁰</u>	\$ <u>21,450.⁰⁰</u>
14.	Asphalt Rubber Hot Mix Pavement	1,875 TON	\$ <u>100.⁰⁰</u>	\$ <u>187,500.⁰⁰</u>
15.	Remove Existing and Construct PCC Curb and Gutter	325 LF	\$ <u>32.⁵⁰</u>	\$ <u>10,562.⁵⁰</u>
16.	Remove Existing and Construct PCC Sidewalk	585 SF	\$ <u>5.⁰⁰</u>	\$ <u>2,925.⁰⁰</u>
17.	Remove Existing and Construct PCC Cross Gutter	3,000 SF	\$ <u>8.⁹⁵</u>	\$ <u>26,850.⁰⁰</u>
18.	Remove Existing and Construct PCC Local Depression	4 EA	\$ <u>1000.⁰⁰</u>	\$ <u>4000.⁰⁰</u>
19.	6" DIP (CL50-350) Storm Drain	330 LF	\$ <u>90.⁰⁰</u>	\$ <u>29,700.⁰⁰</u>
TOTAL ITEMS 1 - 19				\$ <u>531,073.⁰⁰</u>

SCHEDULE A - BASE BID (CONTINUED)				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
20.	Construct Concrete Blanket for Utility Protection	4 EA	\$ 965. ⁰⁰	\$ 3,860. ⁰⁰
21.	Remove Existing and Construct Catch Basin	3 EA	\$ 6,300. ⁰⁰	\$ 18,900. ⁰⁰
22.	Join Existing Catch Basin	1 EA	\$ 965. ⁰⁰	\$ 965. ⁰⁰
23.	Furnish and Install Loop Detector	12 EA	\$ 360. ⁰⁰	\$ 4,320. ⁰⁰
24.	Traffic Signing, Striping and Pavement Markings	1 LS	\$ 15,500. ⁰⁰	\$ 15,500. ⁰⁰
25.	Remove Existing and Construct PCC Curb Ramp with Detectable Warning Surface	20 EA	\$ 2200. ⁰⁰	\$ 44,000. ⁰⁰
TOTAL ITEMS 20 - 25				\$ 87,545. ⁰⁰

Total Bid Cost: \$ 618,618.⁰⁰

Total Bid Cost in Writing: \$ Six hundred eighteen thousand


six hundred eighteen dollars & no cents

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. 827829.



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 copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

Bannaoun Engineers Constructors

(Name of Company or Corporation)

9614 Cozycroft Avenue

(Address)

Chatsworth, CA 91311

(City) (State) (Zip)

Dated: 07/25/_____, 2013.

STATISTICAL INFORMATION ON CONTRACTOR

Street Resurfacing Project - Ardmore Avenue, Valley Drive and 11th Place

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): 35

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			<u>3</u>
Hispanic/Latin American		<u>2</u>	<u>25</u>
Asian American			<u>2</u>
American Indian/Alaskan Native			
All Others	<u>1</u>	<u>2</u>	

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

Men	<u>30</u>	
Women	<u>5</u>	

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	<u>100</u> %	%	%	%	<u>100</u> %
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 _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: [Signature]

TITLE: President

DATE: 07/25/2013

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

State of California)
County of Los Angeles) ss.

I, Omar Maloof, being first duly sworn, deposes and says
that he

or she is President of Bannaoun Corporation 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 Omar Maloof

By 

Title President

Organization Bannaoun Engineers Constructors Corporation

Address 9614 Cozygrove Ave. Chatsworth, CA 91311

Subscribed and sworn to before me this 25th day of July, 2013
2013

[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 07/25/2013

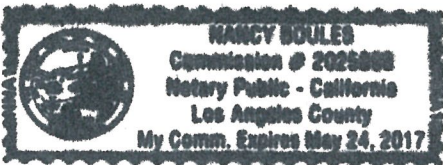
Date

before me, Nancy Boules, Notary Public

Here Insert Name and Title of the Officer

personally appeared Omar Maloof

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit

Document Date: 07/25/2013

Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Omar Maloof

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing:

Bannaoun Corp.

**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

CONTRACTOR'S QUESTIONNAIRE

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

Re: Street Resurfacing - Ardmore Ave, Valley Drive and 11th place

Submitted by Omar Malouf

Principal Office Bannoun Engineers Constructors Corp.

Telephone 818-775-0040

Type of Firm: Corporation ☒

Co-Partnership ☐

Individual ☐

Contractor's License No. 827829

If a corporation, answer these questions:

Date of incorporation January 01, 2003

State of incorporation California

President's name Omar Malouf

Vice President's name Sami Malouf

Secretary or Clerk's name Omar Malouf

Treasurer's name Wahi Siakian

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 19 years

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

2013 Local Streets, Anaheim, CA Phone: 714-765-5176

Hanover Lane, City of Huntington Beach Phone: 714-307-7565

Alondra Blvd. City of Paramount Phone: 562-322-7942

Various Alley's in the City of Costa Mesa Phone: 714-925-7424

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

County of Los Angeles Dept of Public Works Phone: 626-458-3110

City of Lynwood, CA. Bullis Rd. Phone: 310-628-3258

City of Santa Ana, CA, 1st st. Phone: 714-615-0886

City of Downey. Lakewood Blvd. Phone: 562-271-3188

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
<u>All American Asphalt</u>	<u>267073</u>	<u>400 E. 6th St.</u>	<u>AC Cold Milling.</u>
		<u>Corona, CA 92878</u>	<u>Utility Adjustments.</u>
<u>PCI Striping</u>	<u>832802</u>	<u>1105 E. Hill St.</u>	<u>Striping &</u>
		<u>Long Beach, CA 90806</u>	<u>Signing</u>
<u>Wetzel Concrete Inc.</u>	<u>393934</u>	<u>1419 E. Keegan Way</u>	<u>Underground</u>
		<u>Santa Ana, CA 92705</u>	<u>Improvements</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, Bannaoun Engineers Constructors Corp., as principal, and
SureTec Insurance Company, as surety are held
and firmly bound unto the City of Manhattan Beach in the sum of

Ten Percent of Total Bid Amount 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 _____
Bannaoun Engineers Constructors Corp.
to construct Street Resurfacing Project Ardmore Avenue, Valley Drive and 11th Place Project No. P-898

dated July 25, 2013 is accepted by the City of Manhattan
Beach, and if the above bounden Bannaoun Engineers Constructors Corp.,

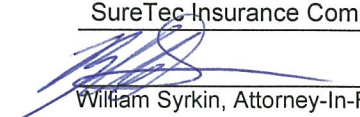
his heirs, executors, administrators, successors and assigns, shall duly enter
into and execute a contract for such construction, and shall execute and
deliver the two bonds described within ten days (not including Sunday) from
the date of the mailing of a notice to the above bounden Bannaoun Engineers Constructors Corp. 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

July 24, 2013. Bannaoun Engineers Constructors Corp.



SureTec Insurance Company



William Syrkin, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On July 24, 2013

Date

before me, Corinne L. Hernandez, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

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: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

SureTec Insurance Company

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Syrkin, Richard Adair, R. Haas-Bates

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

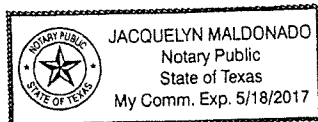
By: John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of July, 2013, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On 07/24/2013

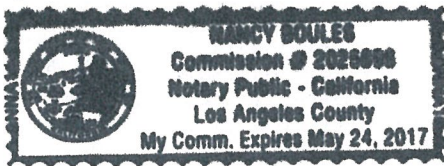
Date

before me, Nancy Boules, Notary Public

Here Insert Name and Title of the Officer

personally appeared Omar Maloof

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 07/24/2013

Number of Pages: One (1)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Omar Maloof

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing:

Bannaoun Corp.

**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

BANNAOUN

ENGINEERS CONSTRUCTORS

Corporation

GENERAL ENGINEERING CONTRACTORS

GENERAL BUILDING CONTRACTORS

CONSULTING ENGINEERS

License #: A, B, 827829



9614 Cozycroft Avenue
Chatsworth, CA 91311
Tel: 818.999.0394 / 818.775.0040
Fax: 818.999.0395 / 818.775.0050
e-mail: bannaouncorp@yahoo.com

A Tradition of Excellence in Design and Construction

July 25, 2013

**City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266**

**Re: Street Resurfacing Project – Ardmore Avenue, Valley Drive and 11th Place
Project No. P-898**

To Whom It May Concern:

In accordance with this proposal for the above mentioned project, Bannaoun Engineers Constructors Corporation, is driven to stand by and willing in a good faith effort to offer and to utilize Disadvantaged/Underutilized Minority Business Enterprises and Small Business Enterprises not just to meet, but even exceed business standards and local and federal goals as well as the incorporation of any new qualified colleagues that fall under Section 3 criteria.

Please be aware that any additional required documentation and information, for subcontractors as well as our company will be provided as soon as requested. Please feel free to contact us as soon as the apparent lowest bidder is established in order to complete the necessary documentation to follow through with the award process.

As always, Bannaoun Engineers Constructors Corporation is looking forward to work with your agency very soon with the above mentioned project or any project in the near future.

Sincerely,

Omar Maloof
Bannaoun Engineers Constructors Corporation

**STREET RESURFACING PROJECT FOR ARDMORE AVENUE,
VALLEY DRIVE AND 11TH PLACE**

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

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications of the **Street Resurfacing Project for Ardmore Avenue, Valley Drive and 11th Place**. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 1.

1. Please REPLACE the following portions under Section 7-3 "Public Liability and Property Damage Insurance" (starting on page 35) with the language below:

Coverages, Limits and Policy Requirements. CONTRACTOR shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special

limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

2. Please ADD the attached pages 26, 26a, 26b and 26c [Insurance Endorsement Form #1 (General) and Insurance Endorsement Form #2 (Auto)] to the contract specifications.

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

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

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

June 28, 2017
Date

Elroy Kiepke
Elroy Kiepke, Interim City Engineer

Contractor

Signature

BANNAOUN

ENGINEERS/CONSTRUCTORS

Corporation
General Engineering Contractors
General Building Contractors
Consulting Engineers
License #: 827829 A, B



PAGE 01/03
9614 Cozycroft Avenue
Chatsworth, CA 91311
Tel: 818.775.0040
Fax: 818.775.0050
e-mail: info@bannaoun.com

A Tradition of Excellence in Design and Construction

FAX TRANSMITTAL

DATE: July 25, 2013

TO:

COMPANY: City of Manhattan Beach, CA.

ATTENTION: Mr. Elroy Kiepk.

FAX NUMBER: (310) 802-5351

PHONE NUMBER: (310) 802-5000

COMMENTS: Many thanks for giving us the opportunity to bid on your project. After wrapping the bid package, I realized a copy of Addendum # 1 acknowledgement inside the our paperwork, due to the approval of our insurance broker.

Please accept this facsimile copy additional to the Contractor's Proposal.

FROM:

NAME: Omar G. Maloof.

FAX NUMBER: (818) 775-0050

PHONE NUMBER: (818) 775-0040

NUMBER OF PAGES INCLUDING COVER SHEET: (3)

Privileged Information

The information contained in this facsimile is confidential and/or legally privileged and is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, or the person responsible for delivering it to the intended recipient, do not use or disclose this facsimile. If you have received this facsimile in error, please immediately notify us by telephone, and return the original to Bannaoun Corp. via U.S. postal Service. Thank you...

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 Bannaoun Engineers Constructors Corp., 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:

Street Resurfacing Project - Ardmore Avenue, Valley Drive and 11th Place

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. P-898, Sheets 1 to 21

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: \$618,618.00

Total Cost In Writing: Six hundred eighteen thousand, six hundred eighteen
dollars and no 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 , President
Its

and

By , Secretary
Its

9614 Cozycroft Avenue.
Address

Chatsworth, CA 91311

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