# ATTACHMENT 3

# Cycle 1 Sewer Main Replacement Project Contractors Bid Proposal and Agreement

#### PART 1

#### PROPOSAL REQUIREMENTS

#### (a) General Information

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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 <a href="September 8">September 8</a>, 2017 sealed proposals for:

Cycle 1 Sewer Main Replacement Project per Plan No. S-262, Sheets 1 through 14, 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 owr 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 <u>sixty (60)</u> 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.

#### (1) Registration with the Department of Industrial Relations (DIR)

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 120 working days in accordance with Drawing No. S-262, Sheets 1 to 14, Specifications, Special Provisions and Appendices for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
A) 16	TH PLACE MH14-003 TO 14-004			
1.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$1,000	
2.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250-	\$250-
3.	Traffic Control, Safety and Project Phasing.	1 LS	\$2,000	\$2,000-
4.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	\$800-	\$800-
5.	Project Surveying including Re- establishing Centerline Ties and Monuments	\$250-	\$250	
6.	Trench Excavation and Safety Measures.	1 EA	\$2,000-	\$2,000-
7.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	\$250	\$250-
8.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 6 feet.	1 EA	\$7,000-	\$7,000-
9.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length greater than 6 feet to 18 feet.	1 EA	\$7,500	\$7,500-
10.	Restore paving including base to minimum dimensions required.	1 LS	\$1,000	\$1,000
11.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	2 EA	\$750-	\$1.500 #40
12.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	\$500-	\$500-
13.	Post-Installation Video Inspection.	1 LS	\$500-	\$500-
	A) 16 <sup>th</sup> Place (Sheet	4) SUB-TOTA	L ITEMS 1 - 13:	\$24,550
	(CONTINUED ON NEX	T PAGE)	- de l'Allenna de la companya de la	

ITEM	DESCRIPTION	UNIT PRICE	TOTAL COST				
B) 18	TH ST. MH 01-221 TO 01-223 REDONDO TO HERRIN						
14.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	\$2,000-					
15.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250-	\$ 250			
16.	Traffic Control, Safety and Project Phasing.	1 LS	\$2,000	\$2,000			
17.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	\$ 800-	\$800-			
18.	Project Surveying including Re- establishing Centerline Ties and Monuments 1 LS						
19.	Trench Excavation and Safety Measures.	1 EA	\$3,000	\$ 3,000			
20.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	\$250-					
21.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	repair by excavation in pavement en 4 feet and 10 feet deep. Length					
22.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 18 feet.	\$7,500-	\$7,500				
23.	Restore paving including base to minimum dimensions required.	1 LS	\$1,000	\$1,000			
24.	Connect to and Modify Existing Sewer Manhole per Plan.	1 LS	\$750	\$750-			
25.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	8 EA	\$500	\$4,000			
26.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	\$ 250					
27.	Post-Installation Video Inspection.	1 LS	\$500	\$500-			
	B) 18th Street (Sheet S	) SUB-TOTAL	ITEMS 14 - 27:	\$49,750			
	(CONTINUED ON NEX	T PAGE)					

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Added

ITEM	TEM DESCRIPTION . QUANTITY UNIT PRICE TOTAL						
C) 19TH ST. MH 01-224 TO 01-225 REDONDO TO HERRIN							
28.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$1,500-	\$1,500			
29.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250-	\$ 250			
30.	Traffic Control, Safety and Project Phasing.	1 LS	\$ 2,000	\$ 2,000-			
31.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	\$\$800 ·	\$800-			
32.	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	\$250	\$250-			
33.	Trench Excavation and Safety Measures.	1 EA	\$3,000	\$3,000			
34.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	\$250-	\$ 250-			
35.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	2 EA	\$7,000-	914,000			
36.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 24 feet.	1 EA	7,500-	7,500-			
37.	Restore paving including base to minimum dimensions required.	1 LS	1,000	1,000-			
38.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 EA	750-	750-			
39.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	500-	520-			
40.	Post-Installation Video Inspection.	1 LS	500	500-			
	C) 19 <sup>th</sup> Street (Sheet 6	) SUB-TOTAL	ITEMS 28 - 40:	\$32,300°°			
(CONTINUED ON NEXT PAGE)							

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ITEM	ITEM DESCRIPTION QUANTITY UNIT PRICE TOTAL COST								
D) 21ST ST. MH 03-59 TO 03-60 MEADOWS TO CHESTNUT									
41.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	750-	750-					
42.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-					
43.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-					
44.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-					
45.	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	250- 250						
46.	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-					
47.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-					
48.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	1 EA	7,500- 7,50						
49.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-					
50.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 EA	750-	750-					
51.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-					
52.	Post-Installation Video Inspection.	1 LS	500-	500-					
D) 21st Street (Sheet 7) SUB-TOTAL ITEMS 41 - 52:									
(CONTINUED ON NEXT PAGE)									

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ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST			
E) 31:	ST ST. MH 19-005 TO 19-007 EAST OF HIGHLAND						
53.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1.500-	1,500			
54.	Chammatan Dallution Control Boguiroments						
55.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-			
56.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-			
57.	During Committee De						
58.	Trench Excavation and Safety Measures.	1 EA	3,000	3,000-			
59.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-			
60.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	7, 500	30,000-			
61.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000			
62.	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750-	750-			
63.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	3 EA	500-	1,500-			
64.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-			
65.	Post-Installation Video Inspection.	1 LS	500-	500-			
E) 31st Street (Sheet 8) SUB-TOTAL ITEMS 53 - 65: \$42,050							
(CONTINUED ON NEXT PAGE)							

ITEM	ITEM DESCRIPTION QUANTITY UNIT PRICE TOTAL COS							
F) 31ST ST. MH 019-001 TO 19-002 GRANDVIEW TO VISTA								
66.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1,750-	1,750-				
67.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-				
68.	Traffic Control, Safety and Project Phasing.	1 LS	2,000-	2,000-				
69.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800 -	800-				
70.	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	250-	250-				
71.	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-				
72.	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-				
73.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	7,500-	30,000-				
74.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-				
75.	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	l EA	750~	750-				
76.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	l LS	500-	500-				
77.	Post-Installation Video Inspection.	1 LS	500-	500 -				
F) 31st Street Grandview to Vista (Sheet 9) SUB-TOTAL ITEMS 66 - 77: \$41,050								
(CONTINUED ON NEXT PAGE)								

ITEM	ITEM DESCRIPTION QUANTITY UNIT PRICE TOTAL COST							
G) FA	YMONT AVE. MH 02-001 TO 02-002							
78	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	1,000	1,000-				
79	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-				
80	Traffic Control, Safety and Project Phasing.	1 LS	Z <sub>1</sub> 000-	2,000-				
81	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-				
82	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	250-	250-				
83	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-				
84	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 Ls	250-	250-				
85	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	2 EA	7,500-	15,000				
86	Restore paving including base to minimum dimensions required.	1 LS	1,000	1,000-				
87	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750-	750-				
88	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	1 LS	500-	500-				
89	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-				
90	Post-Installation Video Inspection.	1 LS	500-	500-				
	G) Faymont Ave. (Sheet 10	) SUB-TOTAL	ITEMS 78 - 90:	\$25,550°°				
(CONTINUED ON NEXT PAGE)								

ITEM	ITEM DESCRIPTION QUANTITY UNIT PRICE TOTAL COS							
H) HARKNESS ST. MH 02-006 TO 02-007								
91	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	750-	750-				
92	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-				
93	Traffic Control, Safety and Project Phasing.	1 LS	2,000	2,000-				
94	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	800-	800-				
95	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	250- 25					
96	Trench Excavation and Safety Measures.	1 EA	3,000-	3,000-				
97	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	1 LS	250-	250-				
98	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length to 24 feet.	1 EA	7,500-	7,500-				
99	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000 -				
100	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	750-	750-				
101	Reconnect existing sewer lateral to proposed new sewer including all fittings. Reconstruct Lateral as Required.	2 EA	500-	1,000-				
102	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	250-	250-				
103	Post-Installation Video Inspection.	1 LS	500-	500-				
H) Harkness St. (Sheet 11) SUB-TOTAL ITEMS 91 - 103: \$18,300 00								
(CONTINUED ON NEXT PAGE)								

ITEM	DESCRIPTION	OUANTITY	UNIT PRICE	TOTAL COST			
I) MAN	WHATTAN BEACH BLVD. FISHER AVE. TO ARDMORE AV	E. MH 11-046	T				
104	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	7,500	7,500-			
	Stormwater Pollution Control Requirements	1 70	250- 25				
105	Best Management Practices (BMP). Traffic Control, Safety and Project	1 LS	2.00				
	Phasing and including complete detour		10,000-	10,000-			
106	plan.   Perform Pre-Construction Video Inspection	1 LS					
	of existing Sewer Mainline and Surface		750-	750-			
107	Locate Laterals (with Beacon). Project Surveying including Re-	1 LS					
	establishing Centerline Ties and		500-	500-			
108	Monuments	1 LS		300			
109	Trench Excavation and Safety Measures.	1 EA	15,000	15,000			
	Provide temporary sewer facilities		_				
110	including pumping for the duration of construction at the segment location.	1 LS	250-	250-			
	Coordinate Gas Line Relocation from sewer						
	alignment with Gas Company, including Removals, Potholing and reimbursable		1,000	1,000-			
111	payment to Gas Company; as required.	1 LS					
	Remove and Dispose Existing Manholes. Construct Sewer Manhole with Plastic		X/D6.				
	Steps and Cover Per City Standards.		(Mine)	15,000-			
112	Connect to Existing Sewers.	2 EA	7,500				
	Construct 8" Extra Strength VCP Sewer per Plan. Remove Existing Sewer and		710	93,000-			
113	Appurtenances.	300 LF	310-				
114	Connect to Existing Sewer Main.	1 LS	1,250-	1,250-			
	Extend Existing Sewer Lateral to Proposed			7 55			
115	Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	6 CY	500-	3,000-			
	Remove Entire Existing Sewer Manhole.		100-	1,600-			
116	Reconstruct Surface to Match Existing. Remove Existing and Construct New AC	16 LF	100	1,000			
	pavement over compacted 6" CAB per City			12 000-			
117	M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes.	1500 SF	8-	12,000-			
	Replace curb and gutter, sidewalk, ADA	1300 31					
	ramps (upgraded to current Standards.),		12 000-	12,000-			
	driveway aprons and related concrete improvements complete from Fisher Ave. to		12,000	12,000			
118	Ardmore. Restore all utility covers.	1 LS					
	Restore all traffic signing and striping in accordance with City of Manhattan		5,000-	5 mm-			
119	Beach standards.	1 LS	7,000	5,000-			
120	Post-Installation Video Inspection.	1 LS	1,000-	1,000			
	I) Manhattan Beach Blvd. Fisher Ave.	to Ardmore A	ve. (Sheet 12)	#			
			EMS 104 - 120:	#179,100°°			
121	Special project site maintenance and	1 LS	Not-to-	\$15,000.00			
	public convenience and safety (not to		Exceed	120,000.00			
	exceed price if for comparison of bids only and may not be the final payment,						
	complete). See Section 10 of						
	Specifications.						
	POT	AL BASE BID	(ITEMS 1-121):	\$444,950°°			
				TT 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			

Total Bid Cost in Figures: \$ 444,950 00
Total Bid Cost in Writing: \$ Four Hundred Forty-Four Thousand
Nine Hundred Fifty Dollars 00 cents
The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed. The undersigned also take full responsibility to monitor the City's website and hereby acknowledge there are 1,2,3 (List number issued or if none, indicate '0') addendum/addenda issued for this specific project bid document. The addendum/addenda have been signed and attached to this Contractor's Proposal.
MKOUKO CO WU
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. 850299 A
Signature of Bidder  V. SRESIDENT 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.)  RAMONA. INC.  (Name of Company or Corporation)  302 N. FIRST AVENUE, STE.# 1
(Address)
Dated: <u>September</u> 8, 2017 ARCADIA, CA 91006 (City) (State) (Zip)
MLADEN GRBANAC - PRESIDENT / TREASURER
DUSANKA GRBAVAC - V. PRESIDENT / SECRETARY
/

#### STATISTICAL INFORMATION ON CONTRACTOR

#### Cycle 1 Sewer Main Replacement Project

#### Firm/Organization Information Form

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TYPE OF	TYPE OF BUSINESS ENTITY: CORPARATION (Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)							
		(Corpo:	ration, F	artnership	, Joint Ventu	re, Sole I	roprietorshi;	p, etc.)
TOTAL N	UMBER OF EMPLO	YEES IN FIF	M (in	cluding	owners):	_28	<u> </u>	<del></del>
etc.).	L/ETHNIC COMPO break down the							
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Agency	<i></i>		<u>.</u>		Expiration	on Date_		
Agency	7				Expiration	on Date_		
Agency	/				Expiration	on Date_		

OIM TITLE: V. PRESIDENT

DATE:\_\_

FIRM NAME:

#### City of Manhattan Beach

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

#### Cycle 1 Sewer Main Replacement Project

The undersigned declares:
I am the V. PRESIDENT of RAMONA, 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 9/8/2017 [date], at AREADIA [city],
<u>CA</u> [state].
Signature: DUSANKA GRBAVAC Printed Name:
Printed Name: Dusanka GRBAVAC Printed Name:

This form must be notarized.

Date: 9/8/2017 Date:

CALIFORNIA	ALL PURPOSE ACKNO	OWLEDGMENT
11	apleting this certificate verifies only the tee is attached, and not the truthfulness	•
STATE OF CALIFORNIA	}	
COUNTY OF Los Angeles	}	
,	e , Nu Huynh	Notary
Public, Date	(here insert name and t	itle of the officer)
personally appeared	Dusanka Grbavac	
Signature: Muliny	(Seal) OPTIONAL	NU HUYNH Commission # 2108086 Notary Public - California Los Angeles County My Comm. Expires May 19, 2019
Description of Attached Document		
Title or Type of Document:	Numbe	er of Pages:
Document Date:	Other:	***************************************
2015 Apostille Service, 707-992-5551 WW	v.CaliforniaApostille.us California	Mobile Notary Network www.CAMNN.com

#### City of Manhattan Beach

#### CONTRACTOR'S QUESTIONNAIRE

TO THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA: Re: Cycle 1 Sewer Main Replacement Project Submitted by DUSANKA GRBAVAC PRESIDENT Principal Office Telephone Co-Partnership Individual Type of Firm: Corporation Contractor's License No. 850299 Contractor's DIR Registration No. 1000003782 If a corporation, answer these questions: Date of incorporation State of incorporation ALLIFORNIA President's name MLADEN GRBAVAC Vice President's name DUSANKA GRBAVA Secretary or Clerk's name DUSANKA GRBAVA Treasurer's name MLADEN GRAJA If a co-partnership, answer these questions: Date of organization Name and Address of all partners Number of years of experience as a Contractor in construction work 35 List the major construction projects your organization has underway as of this HWY LAVALON BL - SOWER REGNEWAL Phone: (213) 847-0875 2185 & GLENDALE BL - SEWER RENEWAL Phone: (213)485-4686 & WHITTIER BL - SEWER REDUEWAL Phone: (213/847-398) DAR 03 WORTH GAST LA EAGLE ROCK / LOS FELIS Phone: (2/3)485-/682 List the major construction projects your organization has completed in the past five years: STWER LINE REPLACEMENT FOR ROSS AVE Phone: (626) 570-3274 GRAVITY SOWER Phone: (626) 744-419 / IMPROVEMENTS 7307 Phone: (626) 203 Have you or your firm or any principal in your firm ever been adjudged bankrupt 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.

#### City of Manhattan Beach

#### LIST OF SUBCONTRACTORS

#### Cycle 1 Sewer Main Replacement Project

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

Name under which Subcontractor is Licensed	License Number	Address of Office, Mill or Shop	Specific Description of Subcontract
Underground Manholes	1059134	7639 mcKing Ave	Manholes
		Ontare CA 92410	
		4134	
	***************************************		
		300000000000000000000000000000000000000	

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 <u>alternate</u> subcontractors for the same work.

#### BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,		
That we, Ramona, Inc.		, as principal, and
U.S. Specialty Insurance Company		as surety are held
and firmly bound unto the City of	Manhattan Beach in t	the sum of
Ten Percent of Amount Bid be paid to the said City or its of which payment, well and truly to and administrators, successors or presents.	certain attorney, its be made, we bind our:	selves, our heirs, executors
· THE CONDITION OF THIS OBLIG	ATION IS SUCH,	
That if the certain proposa	l of the above bounde	n Ramona, Inc.
to construct Cycle 1 Sewer 1	Main Replacement Proj	ect Per Plan No. S-262,
Sheets 1 through 14		
Beach, and if the above bounder his heirs, executors, administration and execute a contract for the two bonds described within the mailing of a notice to the coligation shall become null and force and virtue; provided, he mailing of a notice of being unwillingness to perform under	Ramona, Inc. ators, successors an such construction, a ten days (not includabove bounden Ramona, I said contract is read void; otherwise it owever, that if Pring awarded the conits bid submittal or	d assigns, shall duly enter nd shall execute and deliver ing Sunday) from the date of ncby and from the said dy for execution, then this shall be and remain in full ncipal shall, prior to the ttract notify City of its request relief from its bid
without legal justification, Cit award the contract to Principal by its failure to formally award	y shall be relieved of and City's rights he	of any obligation to formally
IN WITNESS WHEREOF, we her of	eunto set our hands a	nd seals this 28th day
August	20 <u>17</u> .	
	Busanka Grbavac, Vice Pro U.S. Specialty Insurance ( Frank Morones, Attorney-in	esident

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY



KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

#### Frank Morones of Brea, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million*****  Dollars (\$ **10,000,000.00**).  This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.
AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY UNITED STATES SURETY COMPANY UNITED STATES SURETY COMPANY  By:  Daniel P. Aguilar, Vice President
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 northe truthfulness, accuracy, or validity of that document.  State of California
County of Los Angeles SS:  On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
T 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.  SABINA MORGENSTEIN Commission # 2129258 Notary Public · California Los Angeles County My Comm. Expires Nov 3, 2019
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.  In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28 th day

Corporate Seals

Bond No. - Agency No.



\_, 2017







Kio Lo, Assistant Secretary

#### 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 Orange )  On 8/28/17 before me, Lynn  Date	A. Slone, Notary Public  Here Insert Name and Title of the Officer	
personally appeared Frank Morones	Name(s) of Signer(s)	
who proved to me on the basis of satisfactory ensubscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by his/for the entity upon behalf of which the person(e) acte	lged to me that he/ <del>she/they</del> executed the same in her/their signature(e) on the instrument the person(s).	
LYNN A. SLONE is  Notary Public - California  Orange County  Commission # 2134740  My Comm Expires Dec 16 2019	the State of California that the foregoing paragraph true and correct.  ITNESS my hand and official seal.  gnature	
Place Notary Seal Above	ONAL	
Though this section is optional, completing this in fraudulent reattachment of this fo	formation can deter alteration of the document or	
Description of Attached Document Title or Type of Document:  Number of Pages: Signer(s) Other Than	Document Date: Named Above:	
Capacity(ies) Claimed by Signer(s)  Signer's Name:  Corporate Officer — Title(s):  Partner — Claimited General  Individual Xlattorney in Fact  Trustee Guardian or Conservator  Other:  Signer Is Representing:	Signer's Name:  Gorporate Officer — Title(s):  Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT 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 Sept. 8, 2017 before me , Nu Huynh Notary Public, Date (here insert name and title of the officer) Dusanka Grbavac personally appeared \_\_\_\_\_ 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 be/she/they executed the same in bis/her/their authorized capacity(ies), and that by bis/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. NU HUYNH Commission # 2108086 Notary Public - California Los Angeles County My Comm. Expires May 19, 2019 Signature: Mulenyuh OPTIONAL Description of Attached Document Title or Type of Document: \_\_\_\_\_\_ Number of Pages: \_\_\_\_\_ Document Date: \_\_\_\_\_ Other: \_\_\_\_

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# City of Manhattan Beach Department of Public Works Engineering Division

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

#### CITY OF MANHATTAN BEACH

#### **ADDENDUM NO. 1**

#### Cycle 1 Sewer Main Replacement Project

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

The Engineer's Estimate is \$656,100.00.

A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

COMPANY NAME

SIGNATURE

El 61/1 9/8/17



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

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

#### CITY OF MANHATTAN BEACH

#### **ADDENDUM NO. 2**

#### Cycle 1 Sewer Main Replacement Project

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications or advertisement of notice of bids for the Cycle 1 Sewer Main Replacement Project. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 2.

1. THE BID DUE DATE HAS BEEN REVISED. **BIDS ARE NOW DUE ON THURSDAY, SEPTEMBER 14, 2017 AT 11:00 A.M**. SEALED BIDS MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE AT CITY HALL, 1400 HIGHLAND AVENUE, MANHATTAN BEACH CA 90266.

#### A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

COMPANY NAME SIGNATURE DATE



# City of Manhattan Beach Department of Public Works Engineering Division

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

#### CITY OF MANHATTAN BEACH

#### ADDENDUM NO. 3

#### Cycle 1 Sewer Main Replacement Project

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications or advertisement of notice of bids for the Cycle 1 Sewer Main Replacement Project. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 3.

1. REPLACE "CONTRACTOR'S PROPOSAL" (pages 6, 6a, 6b, 6c, 6d, 6e, 6f, 6g, 6h) OF THE SPECIFICATIONS WITH THE ATTACHED.

#### A SIGNED COPY OF THIS ADDENDUM MUST BE ATTACHED TO THE BID.

I hereby acknowledge that the information contained in this addendum has been included in the bid submitted for this project.

COMPANY NAME

DATE





# Department of Industrial Relations Division of Labor Standards Enforcement

Thank you for your payment.

Payment Confirmation Number: TJ51PWAJJ1PC5

Registration Number: 1000003782

Contractor Name: RAMONA INC.

\*\*\* NOTICE: If paying by ACH/EFT, please allow up to 7 days for processing. \*\*\*

Return to Public Works Homepage

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

THIS AGREEMENT, made and entered into this 17th day of October 2017, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and Ramona, 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:

#### Cycle 1 Sewer Main Replacement Project

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

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

#### Plan No. S-262, Sheets 1 through 14

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:	\$444,950	
			~ .		

Total Cost In Writing: Four hundred Forty-Four Thousand, Nine Hundred Fifty Dollars and 00/100 cents

<sup>3.</sup> 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.

#### AGREEMENT (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 Ramona MC.
	and
	By Attorio 6 6 box 302 N. First Avenue Ste 1
	Address
	Address (a 9/000
ATTEST:	CITY OF MANHATTAN BEACH:
City Clerk	Mark Danaj, City Manager
The foregoing agreement is hereb approved by me as to form:	У
	Public Works Approval
	City Attorney