ATTACHMENT 3

Cycle 1 Sewer Main Replacement Project Contractors Bid Proposal and Agreement

PART 1

PROPOSAL REQUIREMENTS

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on <u>September 8, 2017</u> 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.

-3-

1

(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

1 13

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.

-4-

(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.

-5-

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 <u>120</u> working days in accordance with Drawing No. <u>S-262</u>, Sheets 1 to <u>14</u>, 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-	\$1,000-		
2.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	\$250-	\$250-		
3.	Traffic Control, Safety and Project Phasing.		\$2,000-	\$2,000-		
4.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon). 1		\$800-	\$800-		
5.	Project Surveying including Re- establishing Centerline Ties and Monuments 1 LS		\$250-	\$250-		
б.	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.			\$ 750-	\$1.500- \$780- 444		
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 th Place (Sheet	4) SUB-TOTAI	. ITEMS 1 - 13:	\$24,550-		
	(CONTINUED ON NEX	T PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST		
B) 187	TH ST. MH 01-221 TO 01-223 REDONDO TO HERRIN					
14.	Mobilization and Demobilization. Maximum of 5% of Location Bid Amount	1 LS	\$2,000-	\$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	\$250-	\$ 250-		
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.	1 LS	\$250-	\$250-		
21.	Point repair by excavation in pavement between 4 feet and 10 feet deep. Length to 12 feet.	4 EA	\$7,000-	\$28000.		
22.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 18 feet.	1 EA	\$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.	1 LS	\$250-	\$ 250-		
27.	27. Post-Installation Video Inspection. 1 LS \$500					
B) 18th Street (Sheet 5) SUB-TOTAL ITEMS 14 - 27:						
	(CONTINUED ON NEX	T PAGE)	<u></u>			

3

Incorrectly Added

.

.

ITEM	DESCRIPTION .	QUANTITY	UNIT PRICE	TOTAL COST		
C) 191	TH 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.	30. Traffic Control, Safety and Project Phasing.		\$ 2,000-	\$ 2,000-		
31.	Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS	₩C \$800 ·	\$ 800-		
32.	Duciesh Companying including Da		\$250-	\$250-		
33.	Trench Excavation and Safety Measures.	1 EA	\$3,000-	\$3,002-		
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-	414,000-		
36.	Point repair by excavation in pavement between 5 feet and 10 feet deep. Length 12.1 feet to 24 feet.	1 EA	- 057, 570	7,500-		
37.	Restore paving including base to minimum dimensions required.	1 LS	1,000-	1,000-		
38.			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) 19th Street (Sheet 6) SUB-TOTAL ITEMS 28 - 40: \$32,300 2						
	(CONTINUED ON NEXT PAGE)					

т **3**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	
D) 21:	ST ST. MH 03-59 TO 03-60 MEADOWS TO CHESTNU	T			
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-	7,500-	
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-	520-	
D) 21 st Street (Sheet 7) SUB-TOTAL ITEMS 41 - 52: 17, 300 25					
(CONTINUED ON NEXT PAGE)					

r .

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST		
E) 31ST 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.	Stormwater Pollution Control Requirements Best Management Practices (BMP).	1 LS	250-	250-		
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.	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	250-	250-		
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) 31 st Street (Sheet 8) SUB-TOTAL ITEMS 53 - 65: \$42,050 ²⁰					
	(CONTINUED ON NEX	T PAGE)				

۰ ،

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	
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.			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.	1 EA	750-	750-	
76.	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	500-	500-	
77.	Post-Installation Video Inspection.	1 LS	500-	500 -	
	F) 31 st Street Grandview to Vista (Sheet 9) SUB-TOTAL ITEMS 66 - 77: \$41,050 -				
	(CONTINUED ON NEXT PAGE)				

. .

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	
G) FAYMONT 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	Z1000-	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 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	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST		
H) HAI	RKNESS ST. MH 02-006 TO 02-007	l	-J	1		
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-	250-		
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)					

а V

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL CO
I) MAN	NHATTAN BEACH BLVD. FISHER AVE. TO ARDMORE AV	'E. MH 11-046	TO 11-047	
204	Mobilization and Demobilization. Maximum	1 10	7,500-	7,500
104	of 5% of Location Bid Amount Stormwater Pollution Control Requirements	1 LS		
105	Best Management Practices (BMP).	1 LS	250-	250
	Traffic Control, Safety and Project Phasing and including complete detour		10,000 -	10,00
106	plan. Perform Pre-Construction Video Inspection of existing Sewer Mainline and Surface Locate Laterals (with Beacon).	1 LS 1 LS	750-	751
107	Project Surveying including Re- establishing Centerline Ties and Monuments	1 LS	500-	500
			1	
109	Trench Excavation and Safety Measures.	1 EA	15,000-	15,00
110	Provide temporary sewer facilities including pumping for the duration of construction at the segment location.	l LS	250-	251
111	Coordinate Gas Line Relocation from sewer alignment with Gas Company, including Removals, Potholing and reimbursable	1 LS	1,000-	1,00
111	payment to Gas Company; as required. Remove and Dispose Existing Manholes. Construct Sewer Manhole with Plastic Steps and Cover Per City Standards.		The P6.	15,0
112	Connect to Existing Sewers.	2 EA	7,500-	
113	Construct 8" Extra Strength VCP Sewer per Plan. Remove Existing Sewer and Appurtenances.	300 LF	310-	93,00
	Connect to Existing Sewer Main.		1000-	1,250
114		1 LS	1,250-	1,250
115	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	6 CY	500-	3,00
116	Remove Entire Existing Sewer Manhole. Reconstruct Surface to Match Existing.	16 LF	100-	1,60
117	Remove Existing and Construct New AC pavement over compacted 6" CAB per City M.B. Std. Drawing ST-10 for Proposed Sewer Mainline and Manholes.	1500 SF	8-	12,00
118	Replace curb and gutter, sidewalk, ADA ramps (upgraded to current Standards.), driveway aprons and related concrete improvements complete from Fisher Ave. to Ardmore. Restore all utility covers.	1 LS	12,000-	12,00
113	Restore all traffic signing and striping in accordance with City of Manhattan Beach standards.	1 LS	5,000-	5,00
			1000-	1,00
120	Post-Installation Video Inspection.	1 LS	1,000-	
	I) Manhattan Beach Blvd. Fisher Ave.		we. (Sheet 12) EMS 104 - 120:	<i>‡</i> 179,1
121	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to- Exceed	\$15,000
	TOT	TAL BASE BID	(ITEMS 1-121):	#444

•

Bid 1130-18

 $\overline{\mathcal{O}}$ 444 950 Total Bid Cost in Figures: \$

Total Bid Cost in Writing: 5 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.

aned

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

850299 Contractors, License No. gnature of Bidder

(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)

SEPTEMBER 8, 2017 Dated:

ARCADIA, CA 91006 (City)

MLADEN GRBAVAC -	PRESIDENT / TREASURER	-
DUSANKA GRBAVAC -	V. PRESIDENT / SECRETA	RY

STATISTICAL INFORMATION ON CONTRACTOR

Cycle 1 Sewer Main Replacement Project

Firm/Organization Information Form

All proposers or bidders responding to this solicitation must INSTRUCTIONS: 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: CORPARATION (Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 28

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/	MANAGERS	STAFF	
	ASSOCIATE PARTNERS			
Black/African American				
Hispanic/Latin American			25	
Asian American			1	
American Indian/Alaskan Native				
All Others	2_		ے ۔	
Based upon the categories above, please indicate the				

total number of men and women in your firm:

		and nomen in your it.	
Men	1		24
Women	1		2

PERCENTAGE OF OWNERSHIP IN FIRM

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

	Black/Africa American	an	Hispanic/Latin American	Asian American	American Indian/Alaskan Native	All Others
Men		0,0	0 ⁰	8	¢.	100 %
Women		ક	0 ⁶	ę	0 10	ę

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__ \vdash ____

Agency	_,		 Expiration	Date
Agency			 Expiration	Date
Agency			 Expiration	Date
Agency	#****		 Expiration	Date
TRM NAME:	PAMONA	TNC.		

FIRM NAME	: <u> </u>	INC.	<u> </u>			
SIGNED:	Abrox	aibri	_ TITLE:	<u>v.</u>	fRESIDENT	
DATE:	9/8/2017		-			

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_1 <u>*PRESIDENT*</u> of <u>*RAMONA*, *INC*</u>, 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 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 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 <u>AREADE</u>	[city],
	CA	[state].	

Signature: MOCKOCOM Signature: MY

Printed Name: DUSANKA GRBAVAC Printed Name:

Date: <u>9/8/2017</u> Date: _____

This form must be notarized.

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 <u>9/14/17</u> before me , <u>Nu Huynh</u> Notary Public,
Date (here insert name and title of the officer)
personally appeared Dusanka Grbavac
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aze- subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/fier/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:
Description of Attached Document
Title or Type of Document: Number of Pages:
Document Date: Other:
2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com

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
Principal Office V. PRESIDENT
Telephone (626) 355-1350 Type of Firm: CorporationCo-PartnershipIndividual
Contractor's License No. 850299 A
Contractor's DIR Registration No. 1000003782
If a corporation, answer these questions: Date of incorporation <u>6/22/2004</u> State of incorporation <u>CAUFORNIA</u> President's name <u>MLADEN GRBAVAC</u> Vice President's name <u>DUSANKA GRBAVAC</u> Secretary or Clerk's name <u>DUSANKA GRBAVAC</u> Treasurer's name <u>MLADEN GRBAVAC</u>
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 <u>35</u>

nerway as of this lst organization h date: Z18B - SGWGR RGNOWAL Phone: (213) 847-0875 TIMPERIAL AVALON RS-4686 N14 - SEWER RENEWAL Phone: (213) TEMPLE GLENDALE GI NOG BL - SEWER RENEWA Phone: Wth (213)847-398J ORGN EAGLE ROCK /LOS AELIS Phone:)485-1682 .DAR 03 NORTH EAST L (213

List the major construction projects your organization has completed in the past five years: Stuter LING REPLACEMENT FOR ROSS AVE- Phone: (626) 570-3274

REHABILITATION OF GRAVITY SAWAR MAIN Phone: (310) 802-5358

2015-2016 Sower CAPACITY UPGADES. Phone: (626) 744-419

MISC: Sowor & Alley Improvements - CI1 # 7307 Phone: (626) 203-2849

Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding? $\underline{\mathcal{NO}}$. 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.

ъ.,

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
Undergrund Manholes	1059134	7639 mckinly Ave	Manholes
		Ontarie CA 92410	
<u></u>		······	,
	<u></u>		· · · · · · · · · · · · · · · · · · ·
	. <u></u>	60022070707 · · · · · ·	
			<u>.</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 <u>alternate</u> subcontractors for the same work.

٠

\$ -

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 the sum of

Ten Percent of Amount Bid Dollars, (\$10% of amount bid), 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 Ramona, Inc.

to construct Cycle 1 Sewer Main Replacement Project Per Plan No. S-262,

Sheets 1 through 14

dated September 8, 2017 is accepted by the City of Manhattan

Beach, and if the above bounden <u>Ramona, Inc.</u> 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 <u>Ramona, Inc.</u> 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

August

, 20<u>17</u>____

Ramona, Inc. PLECIEC GIM

Dusanka Grbavac, Vice President

U.S. Specialty Insurance Company

Int

Frank Morones, Attorney-in-Fact

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 USS Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint;

Frank Morones of Brea, California

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 scaled 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.

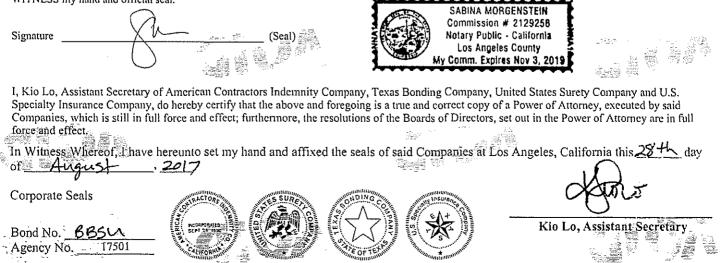
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY By: Daniel P. Aguilar, Vice President

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.



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 A. Slone, Notary Public	
' Date	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 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 of Notary Public

Place Notary Seal Above

- OPTIONAL ·

Signature

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

	ttached Document Document:	Доси	ment Date:	
	s: Signer(s) Other Than			
	aimed by Signer(s)			
Signer's Name: _		Signer's Name:		
Corporate Offic	cer — Title(s):	Corporate Officer - Title(s):		
🗄 Partner — 🕀 L	imited [] General			
Individual	X Attorney in Fact	🗌 Individual	Attorney in Fact	
🗇 Trustee 👘 🗋 Guardian or Conservator		🗋 Trustee	🖾 Guardian or Conservator	
Other:				
Signer Is Represe	enting:	Signer Is Representing:		

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

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 <u>Sept. 8, 2017</u> before me , <u>Nu Huynh</u> Notary Public,
Date (here insert name and title of the officer)
personally appeared Dusanka Grbavac
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.
Signature:
Description of Attached Document
Title or Type of Document: Number of Pages:
Document Date: Other:
2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com



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.

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.

er 61/1 9/8/17

Visit the City of Manhattan Beach website at www.citymb.info



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.

<u>2406000 9.7.17</u>

Visit the City of Manhattan Beach website at www.citymb.info



1. 1.

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.

Visit the City of Manhattan Beach website at www.citymb.info



•

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

Copyright © 2014 State of California

CITY OF MANHATTAN BEACH <u>A G R E E M E N T</u>

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

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.

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

and

ATTEST:

CITY OF MANHATTAN BEACH:

City Clerk

Mark Danaj, City Manager

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

Public Works Approval

City Attorney

-13-