

# Staff Report City of Manhattan Beach

**TO:** Honorable Mayor Tell and Members of the City Council

**THROUGH:** David N. Carmany, City Manager

**FROM:** Jim Arndt, Director of Public Works

Steve Finton, City Engineer

Edward T. Kao, Senior Civil Engineer

**DATE:** February 21, 2012

**SUBJECT:** Award a Construction Contract to John T. Malloy, Inc. for the 2011-2012 Water

Main Replacement Project Phase 1 in Various Streets in the Sand Section (\$1,241,940.00); and Award a Professional Engineering Services Contract to Willdan Engineering (\$63,600.00) for Construction Engineering/Project

**Management Services** 

#### **RECOMMENDATION:**

It is recommended that the City Council pass a motion to:

- 1. Authorize the City Manager to award a contract in the amount of \$1,241,940.00 to John T. Malloy, Inc. for the 2011-2012 Water Main Replacement Project Phase 1 in Various Streets in the Sand Section and authorize the City Manager to approve additional work in an amount not-to-exceed \$124,194.00 (10%);
- 2. Authorize the City Manager to execute a Professional Engineering Services contract with Willdan Engineering in an amount not-to-exceed \$63,600.00 for construction engineering/project management services.

#### FISCAL IMPLICATION:

Water Funds in the amount of \$2,200,000 were appropriated by City Council for this project through the fiscal year 2010-2011 and 2011-2012 Capital Improvement Plans. The project was broken into two phases with appropriations and anticipated expenditures as follows:

| 2011-2012 WATER MAIN REPLACEMENT PROJECT PHASE 1 |                     |  |
|--|---------------------|--|
| Available Project Funding (CIP 11835E)           | FY 2010-2011 Budget |  |
| 2010-2011 – DESIGN                               | \$ 200,000          |  |
| 2011-2012 – CONSTRUCTION                         | \$2,000,000         |  |
| Total Budget                                     | \$2,200,000         |  |

| Expected Expenditures Phase 1 (See Map Attachment 1)                        |                 |
|---|-----------------|
| Recommended Construction Contract (John T. Malloy, Inc.)                    | \$ 1,241,940.00 |
| base bid plus three alternate bids  | φ 1,241,940.00  |
| Construction Contingency (10%)  | 124,194.00      |
| Construction Engineering/Project Management Services (Willdan Engineering)  | 63,600.00       |
| Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising, etc.) | 215             |
| Design Contract (Willdan Engineering)                                       | 83,360          |
| Total Expected Expenditures   | \$1,513,309     |
| Anticipated balance available for completion of Phase 2                     | \$686,691       |

| Expected Expenditures Phase 2 (See Map Attachment 2)                        |             |
|---|-------------|
| Construction Contract   | \$ 480,000  |
| Construction Contingency (10%)  | 48,000      |
| Construction Engineering/Project Management Services (KOA/CBM)              | 40,000      |
| Misc. Expenses (CEQA Notice of Exemption Filing Fee, Bid Advertising, etc.) | 215         |
| Design Contract (AAE)   | 37,860      |
| Total Expected Expenditures Phase 2   | \$606,075   |
| Total Anticipated Expenditures Phases 1 and 2                               | \$2,119,384 |
| Anticipated balance available after completion of Phase 2                   | \$80,616    |

#### **BACKGROUND:**

This project is part of the City's annual water main replacement program. This program replaces old and/or undersized water mains. These main replacements will reduce the risk of main breaks and will enhance water flow for domestic consumption and fire suppression.

The Fiscal Year 2011-12 Water Main Replacement project was broken into two phases for design and construction as indicated on maps provided in Attachments 1 and 2. Phase 1 is proceeding to construction first and is the focus of this report. Phase 2 will proceed to construction late Spring and Summer 2012.

Phase 1 will install new 6" diameter ductile iron pipe to replace deteriorated 4" water mains in the following streets:

| No. | St. Name             | From           | То              | Length (LF) |
|-----|----------------------|----------------|-----------------|-------------|
| 1   | 1 <sup>st</sup> St.  | Highland Ave.  | Valley Dr.      | 1,200       |
| 2   | 1 <sup>st</sup> St.  | Ocean Dr.      | Highland Ave.   | 540         |
| 3   | 3 <sup>rd</sup> St.* | Ocean Dr.      | Highland Ave.   | 540         |
| 4   | 4 <sup>th</sup> St.* | Ocean Dr.      | Highland Ave.   | 540         |
| 5   | 5 <sup>th</sup> St.* | Ocean Dr.      | Manhattan Ave.  | 200         |
| 6   | Highland Ave.        | 1st St.        | Homer St.       | 250         |
| 7   | Highland Ave.        | 2nd St.        | 1st St.         | 250         |
| 8   | Homer St.            | Highland Ave.  | Morningside Dr. | 250         |
| 9   | Manhattan Ave        | 8th St         | 15th St         | 2,000       |
| 10  | Morningside Dr.      | 1st St.        | Homer St.       | 250         |
| 11  | Vista Dr.            | Rosecrans Ave. | 27th St.        | 2,320       |
|     |                      |                | Total           | 8,340       |

On February 15, 2011, City Council awarded a professional services agreement to Willdan Engineering in the amount of \$83,360 to prepare plans and specifications for the fiscal year 2011-

2012 Water Main Replacement Project (Phase 1). On December 6, 2011, City Council approved plans and specifications for Phase 1 and authorized the City Manager to solicit construction bids.

In addition to the above locations, fire hydrant and fire service improvements will be provided adjacent to the Joslyn Center and Manhattan Heights Community Center.

Bids received included a base bid and three additive alternate bid items. The lowest bidder was determined by the price bid on the base bid item. This arrangement provides more certainty that the base bid will be within established budget limits and provides flexibility to add work if favorable bids are received. Staff included water main replacements in 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Streets as additive alternates due to these locations being stand-alone locations. The bid prices received are favorable and the budget is sufficient to add all three additive alternate items to the recommended contract. The lowest bidder on the base bid items is also the lowest bidder with the additive alternate items included.

#### **Environmental Review**

The California Environmental Quality Act (CEQA) requires public agencies to document and consider the environmental implications of their actions. Based on the scope of work, the 2011-2012 Water Main Replacement Project - Phase I is categorically exempt pursuant to Section 15301, Class 2(c). The project consists of a replacement to the City's existing aging water system involving negligible or no expansion of use beyond that previously existed. A Notice of Exemption has been filed with the Los Angeles County Clerk's office for the project.

#### **DISCUSSION:**

#### **Bid Proposals**

Bids were solicited on an open competitive basis in accordance with the provisions of the State Public Contract Code. The State Labor Code requires contractors to pay prevailing wage rates to all persons employed on public works construction contracts. These rates are determined by the Department of Industrial Relations and include contributions for fringe benefits such as vacations, pension funds, training, and health plans for each employee.

This project was advertised for bids in six (6) construction industry publications. To further increase contractor awareness of public works contracting opportunities, this project was listed on the City's website for upcoming bids. Subsequently, thirty-one (31) sets of plans and specifications were provided to contractors, subcontractors and material suppliers.

A total of eleven (11) competitive bids were received and opened on January 19, 2012. The bids ranged from the low bid of \$975,080.00 (Base Bid) by John T. Malloy, Inc. to the highest bid of \$2,446,780.00 (Base Bid) in accordance with the following table:

| NO. | CONTRACTOR                             | BASE BID<br>AMOUNT |
|-----|--|--------------------|
| LOW | John T. Malloy, Inc.                   | \$ 975,080.00      |
| 2.  | T.E. Roberts Inc.                      | \$ 975,355.00      |
| 3.  | MNR Construction, Inc.                 | \$1,122,805.00     |
| 4.  | Stephen Doreck Equipment Rentals, Inc. | \$1,142,902.50     |

| 5.  | Environmental Assessment and Remediation Management, Inc. | \$1,152,720.00 |
|-----|---|----------------|
| 6.  | Dominquez General Engineering, Inc.                       | \$1,288,330.00 |
| 7.  | Garcia Juarez   | \$1,364,780.00 |
| 8.  | Vido Samarzich  | \$1,390,236.00 |
| 9.  | Miramontes Construction Co., Inc.                         | \$1,452,110.00 |
| 10. | Colich & Sons L.P.  | \$1,841,750.00 |
| 11. | Mike Bubalo Construction Co., Inc.                        | \$2,446,780.00 |
|     |   |                |
|     | Engineer's Estimate                                       | \$1,160,000.00 |

The total contract amount is the base bid plus the additive alternate bids. The total cost of John T. Malloy's bid was \$1,241,940.00 which includes Base Bid Items (\$975,080.00) plus Additive Alternate Bid Items (\$266,860.00).

John T. Malloy's bid was reviewed by the Public Works Department and found to be responsive. Representatives of agencies where work has been performed by John T. Malloy have indicated that the work performed was to their satisfaction. John T. Malloy has previously worked in the City of Manhattan Beach on the 2003-04 Water Main Replacement Project, and the Peck Reservoir Blending Line Project. The current project was discussed with a representative of the firm and he expressed confidence in his bid and a desire to perform the work.

#### Additional Work Authority

Authorizing the City Manager to approve additional work in an amount not-to-exceed \$124,190.00 (10% of bid) would expedite the construction on this project. Projects that involve extensive excavation have a higher probability for encountering unforeseen conditions. If the contingency is approved with this award, staff will report the status of any additional work to the City Council at the end of the project.

#### Construction Engineering/Project Management Services (Willdan Engineering)

Request For Proposals for Construction Engineering/Project Management Services were issued to five (5) pre-qualified consulting firms on December 5 & 6, 2011. Five Proposals were received on or before the December 27, 2011 deadline. They were from:

- 1. Bureau Veritas North America, Inc.
- 2. Harris & Associates
- 3. Psomas
- 4. Wallace & Associates
- 5. Willdan Engineering

#### The evaluation criteria are as follows:

- 1. Completeness and understanding of services required.
- 2. Demonstrated applicable expertise obtained through managing similar projects in the past.
- 3. Evidence of good organization, management experience and personnel qualifications.

Among the five firms, based on its qualifications and experience, Willdan Engineering

| Agenda Item #: |  |
|----------------|--|
|                |  |

presented the most qualified staff for this project at the most competitive price. Willdan Engineering provided exceptional Construction Engineering/Project Management Services for the City on the Pacific Avenue Resurfacing Project in 2011. Willdan Engineering's not-to-exceed fee is \$63,600.

#### Down Town Businesses

This project will replace the water main in Manhattan Avenue from 8<sup>th</sup> Street to 15<sup>th</sup> Street. On November 10, 2011, staff met with the Downtown Manhattan Beach Business and Professional Association (DMBBPA) to inform them of the project and potential impacts. The DMBBPA indicated that completing the Manhattan Avenue work in March would pose the least impact to their business operations. Staff included a provision in the contract requiring that that work be performed in March.

#### **Public Notification**

Staff will conduct a community meeting prior to the start of construction to further inform residents of potential impacts and to hear resident concerns. Staff will issue weekly updates via email to keep residents apprised of project developments.

#### **Project Schedule**

Upon approval of the award of contract, City staff anticipates that construction will start in early March 2012 and includes 60 working days for completion.

#### Attachments:

- 1) Map of FY 2011-2012 Water Main Rehabilitation Project Phase 1
- 2) Map of FY 2011-2012 Water Main Rehabilitation Project Phase 2
- 3) Inspection Agreement with Willdan
- 4) Construction Contract with John T. Malloy, Inc.

xc: Henry Mitzner, Controller

## City of Manhattan Beach

## Water Main Replacements

## Phase 1 2011-2012



## City of Manhattan Beach

## Water Main Replacements

## Phase 2 2011-2012



ATTACHMENT 3 INSPECTION CONTRACT – WILLDAN

#### AGREEMENT

THIS AGREEMENT is made this day of , 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and (WILLDAN Engineering), a consultant, ("CONSULTANT").

#### RECITALS

The following recitals are a substantive part of this Agreement:

 City is desirous of obtaining services as necessary for

Construction Engineering and Project Management for the 2011-12 Water Main Replacement Project;

 CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

#### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Term of Agreement</u>. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.
  - 1.1 <u>Termination</u>. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:
  - (1) promptly discontinue all services affected (unless the notice directs otherwise); and
  - (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.
- 1.2 Extension CITY shall have the right to extend this agreement if CONSULTANT is working on an assignment and it is in the CITY's best interest to have CONSULTANT complete that assignment.

- 2. Services to be Provided. The services to be provided hereunder shall be those set forth in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference. Written authorization by CITY will be required for all services provided.
- 3. <u>Compensation</u>. CONSULTANT shall be compensated as follows:
  - 3.1 Amount. Compensation under this Agreement shall not exceed

    Sixty three thousand and six hundred dollars

    (\$63,600) for all services provided on all assignments.
  - 3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, [payment shall be based on hourly rates in Exhibit "B"].
  - 3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.
- 4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.
- 5. <u>Time of Performance</u>. CONSULTANT shall complete all services required hereunder as and when directed by CITY. However, CITY in its sole discretion may extend the time for performance of any service.
- 6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

#### 7. Insurance Requirements.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required

in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

- 7.2 Coverages, Limits and Policy Requirements. CONSULTANT shall maintain the types of coverages and limits indicated below:
  - (1) COMMERCIAL GENERAL LIABILITY INSURANCE a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.
  - (2) COMMERCIAL AUTO LIABILITY INSURANCE a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit

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

- (3) WORKERS' COMPENSATION INSURANCE a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.
- (4) PROFESSIONAL ERRORS & OMISSIONS a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT); or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.
- 7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.
- 8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.
- 9. <u>Non-Discrimination</u>. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or

ancestry, in any activity pursuant to this Agreement.

- 10. <u>Independent Contractor</u>. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.
- 13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.
- 14. <u>Notices</u>. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.
  - a. Address of CONSULTANT is as follows:

| 13191 Cr | ossroad | ls Parkway | North, | Suite | 405 |
|----------|---------|------------|--------|-------|-----|
| Industr  | y, CA S | 1746       |        |       |     |
|          |         |            |        |       |     |

b. Address of CITY is as follows:

City of Manhattan Beach 1400 Highland Ave Manhattan Beach, CA 90266

(with a copy to):

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

15. <u>Consultant's Proposal</u>. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

- 16. <u>Licenses, Permits, and Fees</u>. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.
- 17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:
  - it has investigated the work to be performed;
  - (2) it has investigated the site of the work and is aware of all conditions there; and
  - (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT's risk, until written instructions are received from CITY.
- 18. <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 19. <u>Limitations Upon Subcontracting and Assignment</u>. Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.
- 20. <u>Authority to Execute</u>. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
- 21. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
- 22. <u>Modification</u>. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.
- 23. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any

action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

- 24. <u>Interpretation</u>. This Agreement shall be interpreted as though prepared by both parties.
- 25. <u>Preservation of Agreement</u>. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.
- 27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

| Ву   | Chris Ban          | 2-10-12 |
|------|--------------------|---------|
| CITY | OF MANHATTAN BEACH |         |
| Ву   | City Manager       |         |

| ATTEST:               |   |
|-----------------------|---|
| City Clerk            |   |
| APPROVED AS TO FORM:  |   |
| City Attorney         | 9 |
| Wiblic Works Approval |   |

## Exhibit A

Scope of Work



### **Project Organization and Staffing**

#### **Project Approach**

#### **Construction Management**

Construction Management Services focus on coordination, review, tracking, and reporting. Our team will coordinate the efforts of the general contractor in constructing the project, the efforts of the City's design consultants in technically supporting the construction effort, and the efforts of the City in accepting the construction and paying for it.

The Willdan team will review all the work as it is constructed and all supporting documentation which establishes the technical adequacy of the construction, the schedule of implementation, and the cost of implementation. The Willdan team will track the progress of construction and submittals, and reviews and resolution of all technical data and issues. The Willdan team will report to the City on the progress of construction and all technical and economic parameters of the project.

There are many routine aspects that are common to the way every project is performed in terms of construction management and inspection. All of these are outlined in our scope of services. However, there are some very important areas mentioned in our scope which require special attention and that are not part of the routine process of the common inspection team. These areas are:

- Institution of standard procedures for project records conforming to the highest standards for construction management is necessary to have effective claims avoidance and mitigation. Applying a uniform standard of excellence is the only way to ensure that documents are filed that respond directly and in a timely manner to each situation that might impact a potential claim. Over 23 years ago, Willdan adopted, as standard procedures, the practices set forth in the Caltrans Construction Manual.
- Thorough and timely documentation of change order circumstances is crucial both to minimize unresolved claims and provide properly for agency approval of change order funding. Also, value engineering is required for lump-sum change orders. All of these procedures are standard practice for Willdan construction managers and inspectors.
- A routine system of supervision of field personnel has been implemented to provide consistent quality control of field operations. At Willdan, our inspection supervisors routinely cycle around to all projects and review the project files of the inspectors. The inspectors are also required to inform and consult with their supervisor in the case of any potential claim on their project.
- It is always of paramount importance to be cognizant of public relations. All of Willdan's inspectors
  understand this concept and are fully aware and practice in dealing successfully with the public.
- As part of Willdan's standard policy, the construction phase is always considered a team effort with communication a top priority between the inspection staff, contractor, and city staff. Communication is the responsibility of the inspector to maintain, facilitating open lines at all times, including bringing team members together at appropriate points during construction. This minimizes misunderstandings and potential disputes.

In order to facilitate coordinating reviewing, tracking, and reporting, computers are extensively used by the Willdan team. In using the computer as a tool in providing construction management services, Willdan utilizes the Microsoft Office suite of software. All Daily Reports, Meeting Minutes, and correspondence are generated as Word documents. All cost estimates, punch lists, and any other spreadsheet type of document will be generated as Excel documents. All data that is tracked including RFIs, submittals, NCRs, change orders, etc., require development of logs using Access software.

#### Construction Inspection

Willdan has performed construction inspection services for a multitude of cities. In this capacity, the firm has in-depth experience in implementing public works construction projects. Contract administration and enforcement, and negotiations of disputes are naturally a few of the primary functions of a construction manager and inspectors. Our construction managers and inspectors work with city engineering officials on a routine basis and are keenly aware of the needs and expectations of engineering officials in the public sector. For example, federal compliance is involved in about 50 percent of the projects undertaken





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now by our staff, and under the direction of our federal compliance specialists, they have learned the precise requirements and their responsibilities in this area.

Willdan considers it essential that proven standard practices of construction management, derived directly from the Caltrans Construction Manual, be applied to public agency projects. Therefore, our construction inspection supervisor will maintain relatively continuous communication with our inspector. Our construction manager will oversee the work through routine briefings with both our construction inspection supervisor and construction inspector.

Construction inspectors for Willdan closely monitor public works projects to ensure compliance with all contract requirements. Most of our inspectors have American Construction Inspectors Association (ACIA) certification as construction inspectors and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Willdan's inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are also familiar with the needs for general material testing for asphalt and concrete.

Our inspectors know the importance of maintaining good relations with residents and businesses affected by the project. They are always encouraged to be courteous and helpful and to communicate, as necessary, to satisfy local concerns. Our inspectors are coached by their supervisors to routinely look for potential site safety problems, uncover potential construction claims, and provide claims avoidance procedures. This includes checking ahead for utility interferences, unsuitable materials, and other unforeseen site conditions. We also encourage our inspectors to closely monitor traffic control to conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and California State Manual of Traffic Controls. Willdan's inspectors receive special in-house training from our traffic professionals on traffic control safety. They are expected to ensure that safety concerns are expeditiously addressed, in the same manner in which they are expected to monitor overall site safety.

Willdan understands and accepts the scope of services as provided by the City of Manhattan Beach in its RFP. Following is a description of Willdan's unique process for project management, construction management, contract administration and inspection services, along with our understanding of the roles and responsibilities of the City, Willdan, and various contractors during each project's construction process.

#### Constructability Review

- 1. Provide a thorough review of the construction sequence necessary to complete the improvements included in the construction contract.
- 2. Conduct thorough review of the construction plans and specifications.
- 3. Prepare a list of the following, including potential recommended corrections:
  - a. Difficulties of completing any element of construction;
  - b. Conflicts between elements or the environment;
  - Elements of construction that could be substituted with more efficient materials and associated methods:
  - d. Elements of the construction that are not appropriately compensated by the bid schedule.
- 4. Once a set of recommended corrections is developed, verify that time constraints do not impact their implementation.

#### **Contract Administration**

- Assist City with public awareness and an information program to keep residents and local interests
  advised of project status, and impacts to traffic flow circulation, including answering questions from
  the public about the project. Attend City-sponsored staff and public meetings, as requested by the
  City for the duration of the project.
- 2. Prepare construction manager's file in conformance with Caltrans Local Procedures Manual.
- 3. Ensure that the Master Project Schedule is included in each set of bidding documents.
- 4. The Willdan team will support the City during the General Contractor selection process. The Willdan team will attend the pre-bid meeting, if any, and will perform a bid analysis to confirm that each is in conformance with the Request for Bid requirements. This support will occur for all necessary General Contractor selections. Willdan will recommend award to the lowest responsible bidder.





- Verify that all required permits and bonds have been obtained by all Trade Contractors and subcontractors, and forwarded to the appropriate City personnel and other agencies.
- Ensure that the Contractor distributes public construction notices and places construction and information signs.
- 7. Prepare special concerns to be presented at preconstruction conference.
- 8. Conduct preconstruction meeting and prepare meeting minutes and distribute to attendees.
- Include a key personnel directory with contact information, including Consultant staff, City
  departments, state, local and federal regulatory agencies, design consultant, City's project manager,
  contractors, subcontractors and other involved parties.
- 10. Review Contractor's safety program in consultation with City staff.
- 11. Monitor activities related to the project, such that the project is constructed pursuant to contract documents and in a timely fashion.
- 12. Log, track, and process submittals, Request for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), field directives, Notices of Potential Claim (NOPCs), Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
- 13. Closely review schedule and advise contractor to take action on schedule slippage.
- 14. Document Contractor's 20-day Notices, Mechanic's Liens, and Stop Notices.
- 15. Assume responsibility for coordination with inspection staff and City staff.
- Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- 17. Coordinate the Contractor's fieldwork with utility companies and other agencies.
- 18. Coordinate with the City's Building Department for permit inspection, if necessary.
- 19. Monitor environmental mitigation measures full conformance.
- 20. Closely monitor ADA improvements and NPDES conformance.
- 21. Prepare weekly statement of working days, and submit to the Contractor and the City.
- 22. Establish and conduct weekly construction progress meetings to cover the following:
  - a. Resolve all old business issues to the maximum extent possible.
  - b. Address all items of new business as presented by any party.
  - c. Review project schedule and address any deviations.
  - d. Review submittal log in terms of items needed and resubmittals required. Also, review RFI, RFC, CCO, NCR, and NOPC Logs.
  - e. List status of construction items recently undertaken or ongoing.
  - f. List planned construction items for following 2 weeks, usually known as Two-week Look Ahead Schedule.
  - g. Go over SWPPP issues.
  - h. Review Contractor's safety program.
- 23. Prepare minutes for the weekly construction progress meeting.
- 24. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts, prior to contractor encounter.
- 25. Evaluate and respond to Contractor's requests for clarification of plans and specifications.
- Assure that all questions, conflicts, and issues are immediately brought to City's attention and addressed, with appropriate directives to Contractor.
- 27. Perform quantity, time and cost analysis required for negotiation of contract changes.
- 28. Evaluate Contractor's cost reduction incentive proposals, if any, and provide recommendations to the City for acceptance or denial.
- 29. Negotiate and prepare change orders, including memorandum of explanation, including cost estimates to substantiate change order costs, and provide for review by City.
- 30. Monitor and perform immediate and thorough analysis of validity of all potential claims that may arise.
- 31. Maintain all data for change orders, and record information with regard to the time of dispute, time of notification by the Contractor, and action taken by the inspector.
- 32. Monitor materials documentation and testing results and enforce corrections.
- 33. Review for approval Contractor's progress payment requests, including verifying federal compliance status impact on payment. Negotiate differences over amount with Contractor and process payments through the City Project Manager.
- 34. Monitor preparation of punch list at substantial completion, and follow up.





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35. Routinely review construction files to ensure conformance to agency standards and good construction management practice.

36. Ensure City received as-built set of drawings at completion.

37. Ensure that federal regulation compliance audits are complete and Contractor is clear on submission of all reports and documentation, prior to close out.

38. Assist City with Stop notices and Release of Retention.

39. Provide memorandum of clearance to issue Notice of Completion.

40. Finalize and deliver all construction files and supplies to the City for archives.

#### **Construction Inspection**

1. Review plans, specifications, and all other contract- and construction-related documents.

Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.

3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.

4. Verify that the Contractor conforms to design survey line and grades.

5. Attend weekly progress meetings with the Construction Manager, Contractor, and subcontractors.

6. Provide construction inspection of the work to monitor materials and methods toward compliance with plans, specifications, and contract documents; and address and document non-conforming items as they are discovered.

7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal

8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor contractor's compliance with approved SWPPP.

9. Monitor tie-ins with pictures drawings and verify that proper approved materials are used in the course of the work.

10. Document any approved deviations from the plan, which may include approved changes to materials.

11. Monitor Bac-T samples and City approved disinfection methods.

12. Monitor pressure tests for conformance with City requirements.

13. Meet with the Contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.

14. Conduct daily measurements of quantities of work with the Contractor.

- 15. Review actual Contractor performance throughout the day and discuss discrepancies with the Contractor as they occur.
- 16. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.

17. Ensure compliance of Underground Service Alert notification/delineation.

- 18. Observe construction safety, and public safety and convenience, and report discovered discrepancies to the Construction Manager and the City.
- 19. Evaluate the Contractor's operation and production with respect to quality and progress, and report to the Construction Manager and the City.
- 20. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- 21. Closely monitor testing results and require the Contractor to provide corrective measures to achieve compliance.
- 22. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
- 23. Prepare and maintain detailed daily diary inspector reports on construction progress.
- 24. Prepare clear and concise letters and memoranda, as needed. A solid paper trail will be established.
- 25. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
- 26. Review the construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of the work.

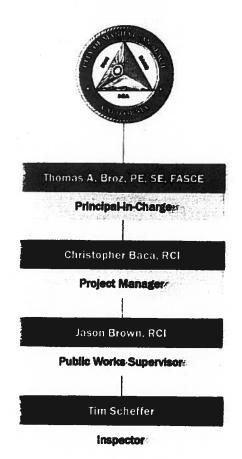




- 27. Analyze delays and review claims on a timely basis and make recommendations to the Construction Manager.
- 28. Review and evaluate requests for change of work.
- Provide complete measurements and calculations documented to administer progress payments.
   Ensure that the Contractors sign conditional or unconditional lien releases and waivers (in the form provided by California Civil Code 3262), as a condition to processing all certificates for payment.
- 30. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
- 31. Prepare punch list at substantial completion and follow up with the Contractor regarding progress of corrections.
- 32. Obtain from the Contractors lien waivers, bonds, guarantees, warranties, and other documents required by the Contract Documents for the final contract Closeout.
- 33. Schedule final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; recommend final acceptance. Prepare certificates of acceptance and substantial completion.
- 34. Prepare documentation for final payment to the Contractor.
- 35. Upon project completion, provide the finished set of project workbooks to the City.

#### **Project Organization**

Willdan is pleased to propose the following project organization which includes three outstanding professionals, with more than 60 years of combined municipal experience to serve as the overall project management team for the City of Manhattan Beach. Based in Willdan's Los Angeles office, they will be easily accessible to City of Manhattan Beach staff and able to quickly address any issues that arise during the course of project performance, and will be ultimately responsible for the success of any of Willdan's City of Manhattan Beach projects.







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Christopher Baca, RCI, Project Manager

Mr. Baca is responsible for directing and monitoring public works inspection services and overseeing construction observation personnel. His experience includes construction management of large-scale projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. In addition to his experience with Community Development Block Grant (CDBG) funded projects, Mr. Baca is also familiar with the inspection and contract administration of other federally-funded projects in accordance with Caltrans Local Program Manual. During his 23 years of experience with Willdan, Mr. Baca has served as a senior public works observer, as well as a permit inspector in the Cities of Bell Gardens, Paramount, and Rosemead. He interfaces with California Department of Transportation on a regular basis.

#### Jason Brown, Public Works Supervisor

Mr. Brown, RCI, has 20 years' experience in public works inspection. Mr. Brown will provide direct oversight of the inspectors assigned to the Agency projects. He will monitor each of the assigned inspectors on their projects to assure proper construction management practices are provided. Mr. Brown is currently providing CM services for several large water projects in the City of Pomona. In addition to his water experience, Mr. Brown has extensive knowledge regarding ARRA funding guidelines and procedures. He has successfully completed 6 ARRA and FHWA audits.

#### Tim Scheffer, Construction Inspector/Construction Manager

Mr. Scheffer has 25 years in public works inspection. His areas of expertise include ARHM and AC overlays, general street construction, storm drains, storm drain boxes, sewers, slurries, waterline, traffic signals, and ADA ramps. Many of these projects were federally funded by CDBG and ISTEA funding.

#### Thomas A. Broz, PE, SE, FASCE, Principal-in-Charge

Mr. Broz has over 38 years of diversified engineering and construction management experience progressing from direct design to management of design, procurement and construction of major projects. This experience has included public codes, industrial, and commercial projects. Mr. Broz is the Senior Vice President and Director of Program and Construction Management Services for Willdan. He oversees all projects for which Willdan is providing program and construction management services. These services range from initial project planning to management of design to full-service construction management services.

Resumes for Willdan's key project personnel are include on the final pages of this proposal. These individuals are all available for the duration of this project

#### **Related Experience**

The following are examples of similar projects that Willdan has completed within the last five years.

Project Name: Owner Name and Address: Contact Name: Dates: Project Description:

#### **On-Call Public Works Observation Services**

Park Water Company, 9750 Washbum Road, Downey, CA Mr. Dennis Brooks, Project Manager, (562) 523-0711 1995 – Present

Willdan has been providing public works observation services to Park Water for over 16 years. In the past three years, Willdan has provided contract administration and inspection on well over 24 water main projects. The projects have involved the installation of ductile iron and PVC water mains, fire hydrants, service meter change-outs, bridge construction with water line incorporated into the structure, reservoir rehabilitation, wells, and other appurtenant work.



## Exhibit B

Compensation



### Compensation

The City of Manhattan Beach has requested the proposers for construction management and inspection services for the 2011-12 Water Main Replacement project, Phase 1 provide a not-to-exceed fee estimate for the services requested. Willdan offers the following estimate of our not-to-exceed fees. Please note that construction management and inspection services are very time dependent. Any lengthening or shortening of the project construction schedule has a direct relationship on these estimated fees. Based upon the City's request for construction bids for this work, Willdan has assumed the duration of the construction schedule to be 60 working days.

| Pre-Construction Phase  |          |          |
|---|----------|----------|
| Construction Inspector/Construction Manager - 16 hours x \$95 / hour =                |          | \$1,520  |
| Supervising Construction Inspector - 4 hours x \$120 / hour =                         |          | 480      |
|   | Subtotal | \$2,000  |
| Construction Phase  |          |          |
| Construction Inspector/Construction Manager - 8 hours / day x 60 days x \$95 / hour = |          | \$45,600 |
| Supervising Construction Inspector - 4 hours / week x 12 weeks x \$120 / hour =       |          | 5,760    |
| Materials Testing Technician – 80 hours x \$90 =                                      |          | 7,200    |
| Materials Tests =   |          | 1,040    |
|   | Subtotal | \$59,600 |
| Project Closeout Phase  |          |          |
| Construction Inspector/Construction Manager - 16 hours x \$95 / hour =                |          | \$1,520  |
| Supervising Construction Inspector – 4 hours x \$120 / hour =                         |          | 480      |
|   | Subtotal | \$2,000  |
| Total Estimated Not-to-Exceed Fee   |          | \$63,600 |



ATTACHMENT 4

CONSTRUCTION CONTRACT – JOHN T. MALLOY

#### CITY OF MANHATTAN BEACH

#### AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and John T. Malloy, Inc. as "CONTRACTOR". City and Contractor hereby agree as follows:

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

2011-12 Water Main Replacement Project - Phase I

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. W - 616 , Sheets 1 to 13

2. Said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Manhattan Beach and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them, to wit:

Total Cost: Base Bid Items (\$975,080) plus Additive Alternate Bid Items No. 1 to 18a (\$266,860), totaling \$1,241,940.

Total Cost in Writing: One Million Two Hundred Forty One Thousand Nine Hundred Forty Dollars and No Cents.

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

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

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

## 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 A.M.  and  By Its       | t Mil |     |
|--|--|-------|-----|
|  | Address                                | State | Zip |
| TTEST:   | CITY OF MANHATTAN BE                   | ACH   |     |
| ity Clerk                                      | City Manager                           |       |     |
| he foregoing agreement pproved by me as to for | is hereby<br>m<br>Public Works Approva | 1     |     |



## City of Manhattan Beach

## **Engineering**

Phone: (310) 802-5350 FAX: (310) 802-5351 TDD: (310) 546-3501

#### 2011-12 WATER MAIN REPLACEMENT PROJECT - PHASE I

## ADDENDUM No. 1 TO SPECIFICATION AND CONTRACT DOCUMENTS

This Addendum shall take precedence over any conflicting information contained either in the plans or in specifications of the <u>2011-12 WATER MAIN REPLACEMENT PROJECT – PHASE I</u>. 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 bid opening date of Thursday, January 19, 2012, 11:00 A.M. is NOT changed by this Addendum.

Bidders are directed to make the following changes to the Specification and Contract Documents:

- 1. REPLACE CONTRACTOR'S PROPOSAL Pages -6- to -6f- with the attached revised CONTRACTOR'S PROPOSAL (Addendum No.1) Pages -6- (Addendum No. 1) to -6h- (Addendum No. 1).
- 2. ADD Notice to Contractors Page -2d- (Addendum No. 1).
- 3. <u>REVISE</u> Sheet No. 8 of 13 of the PLAN (Dwg. No. W-616) 4<sup>th</sup> Street between Ocean Drive and Manhattan Ave.:
  - The alignment of the entire new 6" D.I. Pipe (W-E) shall shift 18" to the south of the centerline to avoid conflict with the existing GTE Vault located at the NE corner of 4th St./ Ocean Dr. Contractor shall exercise extreme caution to prevent any damages to the GTE Vault and connecting conduits. There will be NO cost adjustment for this change. (See attached Addendum No. 1 Plan 1 of 3 for details)
- 4. ADD the following Items to Notice to Contractors and CONTRACTOR'S PROPOSAL:

At Mall

- Notice to Contractors Item 15 and Additive Alternate Bid Item 12-a. -- In the following street, REMOVE and REPLACE the entire 12' wide P.C.C. pavement instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19
  - 4th St. (Ocean Dr. to Manhattan Av.) --- The additional cost for removing and replacing one-third of the street (4'x150'=600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternates of Addendum No. 1 with Lump Sum price.
- Notice to Contractors Item 16 and Additive Alternate Bid Item 18-a. --- In the following street, REMOVE and REPLACE the entire 12' wide P.C.C. pavement instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19
  - 3rd St. (from Ocean Dr. to Highland Av.) --- The additional cost for removing and replacing one-third of the street (4'x400'=1600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternates of Addendum No. 1 with Lump Sum price.
- Notice to Contractors Item 17 Add Bid Items 46 to 48. Manhattan Heights Hot tap existing 10" C.I. Pipe to install a 4" D.I. Pipe fire service line at its NE corner. Contractor needs to pot hole and field verify the actual location of the existing water main before excavation.

(See attached Addendum No. 1 Plan 2 of 3 for details)

• Notice to Contractors Item 18 Add Bid Items 49 to 54. — Joslyn Community Center — Install a 4" D.I. Pipe fire service line and a 6" Fire Hydrant off the existing 6" C.I. Pipe at its NE corner. Contractor needs to pot hole and field verify the actual location of the existing water main before excavation.

(See attached Addendum No. 1 Plan 3 of 3 for details)

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Bidders shall review carefully the directions and information contained herein and shall contact the Engineer immediately should any further information be necessary. Any questions regarding this matter should be directed to the Engineer prior to bid opening.

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

Steve Finton, City Engineer

Date

Contractor

Signagure

Date

Attachment: Revised Contractor's Proposal (9 pages)

Revised NOTICE TO CONTRACTORS (1 pages)

Addendum No. 1 Plans (3 sheets)

At Mul

#### SPECIFICATION AND CONTRACT DOCUMENTS

FOR

CITY OF MANHATTAN BEACH, CALIFORNIA

#### 2011-12 Water Main Replacement Project - Phase I

1<sup>st</sup> street from Ocean Dr. to Valley Dr.
3<sup>rd</sup> Street from Ocean Dr. to Highland Ave.
4th Street from Ocean Dr. to Highland Ave.
5th Street from Ocean Dr. to Manhattan Ave.
Highland Ave. from 2<sup>nd</sup> St. to Homer St.
Morningside Dr. from 1<sup>st</sup> St. to Homer St.
Homer St. from Highland Ave. to Morningside Dr.
Manhattan Ave. from 8<sup>th</sup> St. to 15<sup>th</sup> St.
Vista Dr. from Rosecrans Ave. to 27<sup>th</sup> St.



PLAN NO. W-616 Sheets 1 to 13 Completion: 60 Working Days

PUBLIC WORKS DEPARTMENT

1400 Highland Avenue

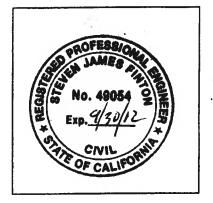
Manhattan Beach, California 90266

www.citymb.info

Telephone: (310) 802-5358

Project Manager: Edward Kao

STAMP:



Reviewed by:

Steve Finton, City Engineer

11/50/

## CITY OF MANHATTAN BEACH PROJECT SPECIFICATIONS

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## CITY OF MANHATTAN BEACH SPECIAL PROVISIONS

| Section Subsect              | ion Description  |
|------------------------------|--|
| Part 1  1 2 3 4 5 6 7 8 9 10 | General Provisions Terms, Definitions Abbreviations & Symbols Scope and Control of Work Changes in the Work Control of Materials Utilities Prosecution Progress & Acceptance of Work Responsibilities of the Contractor Facilities and Agency Personnel Measurement and Payment Special Project Site Maintenance and Public Convenience and Safety |
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| 206-7.                       | Resilient Seat Gate Valves, Mueller or Approved Equal  |
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| 207-9                        | Cast Iron and Ductile Iron Pipe  |
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| * 207-20                     |  |
| 208                          | Pipe Joints, Types and Materials   |
| *208-6                       | Ductile Iron Pipe Joints   |
| * 208-6.                     | J,   |
| +200                         | Iron Pipe  |
| *208-6.<br>*208-6.           | J  |
| ·· 208-0.                    | Miscellaneous Plumbing Hardware & Service Connections  |
| 209                          | Electrical Components (Traffic, Street Lights)   |
|                              |  |

<sup>\*</sup>Addition - Not covered in the Green Book. Retrieve the entire subsection.

## SPECIAL PROVISIONS (Continued)

|      | Section | Subsection                      | Description  |
|------|---------|---------------------------------|--|
|      | 210     | 210-1.5<br>210-1.6<br>210-1.6.1 | Paint and Protective Coatings Paint and Protective Coatings Paint for Traffic Striping, Pavement Marking & Curb Marking General              |
|      |         | 210-1.6.1                       | General  |
| Part |         | 200 1 2 2/1                     | Construction Methods   |
|      | 300     |                                 | <ul> <li>b) Concrete Pavement</li> <li>c) Concrete Curb, Walk, Gutters, Cross Gutters,</li> <li>Driveways and Alley Intersections</li> </ul> |
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|      |         | 301-1.6                         | Adjustment of Manhole Frame & cover Sets to Grade  |
|      |         | *301-1.6.1                      | Adjustment of Meter, Valve, & Survey<br>Monument Covers  |
|      |         | 301-1.7                         | Payment  |
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|      | 302-4   |                                 | Emulsions - Aggregate Slurry   |
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|      |         | 302-4.2.2                       |  |
|      |         | 302-4.3                         | Application  |
|      |         | 302-4.3.1                       |  |
|      |         | 302-4.3.2<br>302-4.4            | Spreading Public Convenience and Traffic Control   |
|      |         | 302-4.1.1                       |  |
|      |         | 302-4.1.2                       | Cleanup  |
|      |         | 302-4.5                         | Measurement and Payment  |
|      | 302-5   |                                 | AC Pavement  |
|      |         | 302-5.1                         | General  |
|      |         | *302-5.1.1                      | Surface Preparation (AC Pavement)  |
|      |         | * 302-5.1.2                     | Traffic Signal & Loops   |
|      |         | 302-5.2.3                       | Removal and Disposition of Materials   |
|      |         | 302-5.4                         | Tack Coat  |
|      |         | 302-5.5                         | Distribution and Spreading   |
|      |         | 302-5.6                         | Rolling  |
|      |         | 302-5.6.1                       | General Dengity & Smoothness   |
|      |         | 302-5.6.2<br>302-5.8            | Density & Smoothness Manholes and Valve Covers   |
|      |         | * 302-5.8.1                     | Adjust Valve Covers to Grade   |
|      |         | * 302-5.8.2                     | Measurement & Payment for Manhole & Valve  |
|      |         | 302 3.0.2                       | Covers   |
|      |         |                                 |  |

<sup>\*</sup>Addition - Not covered in the Green Book. Retrieve the entire subsection.

# SPECIAL PROVISIONS (Continued)

| Section    | Subsection          | Description                                   |
|------------|---------------------|---|
|            |                     | Parameter Reliants                            |
| 302-7      | 200 5 0             | Pavement Fabric                               |
|            | 302-7.2             | Placement                                     |
|            |                     | Pavement Preparation                          |
|            | 302-7.2.3           | Placing Fabric                                |
| 303-4      | 202 4 1             | Masonry Construction                          |
|            | 303-4.1             | Concrete Block Masonry                        |
|            | 303-4.1.1           |   |
|            | 303-4.2             | Brick Masonry Materials                       |
|            | 303-4.2.1           | Concrete Curbs, Walks, Gutters, X-gutters,    |
| 303-5      |                     | Alley Intersections, Access Ramps & Driveways |
|            | 202 5 1             | Requirements                                  |
|            | 303-5.1             | General                                       |
|            | 303-5.1.1           | Curing  |
|            | 303-5.6<br>303-5.10 | Removal and Disposition of Material           |
| 204        | 303-3.10            | Metal Fabrication and Construction            |
| 304        | 304-3               | Chain Link Fence                              |
|            | 304-3.2             | Fence Construction                            |
|            | 304-3.2             | Installation of Gates                         |
|            | 304-3.4             | Measurement and Payment                       |
| 206        | 304 3.4             | Underground Conduit Construction              |
| <u>306</u> | 306-1               | Open Trench Operations                        |
|            | 306-1.1.1           | General                                       |
|            | 306-1.1.2           | Maximum Length of Open Trench                 |
|            | 306-1.1.3           | Maximum & Minimum Widths of Trench            |
|            | * 306-1.1.7         | Temporary Fencing                             |
|            | 306-1.2             | Installation of Pipe                          |
|            | 306-1.2.1           |   |
|            |                     | Temporary Shutdowns                           |
|            | * 306-1.2.15        | Flushing, Sterilization, & Service            |
|            | 11                  | Connections                                   |
|            | * 306-1.2.16        | Sanitary Sewer Protection                     |
|            | * 306-1.2.17        | Conveyance of Sewer Flows                     |
|            | * 306-1.2.18        | Sewer Encasement at Water Mains Crossings     |
|            | 306-1.3             |   |
|            | 306-1.3.1           | General                                       |
|            | 306-1.3.4           | Compaction Requirements                       |
|            | 306-1.5             | Trench Resurfacing                            |
|            | 306-1.5.1           | Temporary Resurfacing                         |
|            | 306-1.5.2           | Permanent Resurfacing                         |
|            | 306-1.6             | Basis of Payment for Open Trench Installation |
|            | 306-7               | Curb Drains                                   |
|            | 306-9               | Record Drawings                               |
|            | 306-9.1             | Record Drawings                               |
| 307        |                     | Signals, Lighting, & Electrical Systems       |
| +=         | **86-1              | General                                       |
|            | **86-1.04           | Warranties, Guarantees, & Instruction Sheets  |
|            | **86-1.05           | Maintaining Existing & Temporary Electrical   |
|            |                     | Systems                                       |
|            | **86-1.06           | Scheduling of Work                            |
|            | **86-2              | Materials and Installation                    |
|            | **86-2.02           | Removing & Replacing Improvements             |
|            | **86-2.03           | Foundations                                   |
|            | **86-2.04           | Standards, Steel Pedestals, & Posts           |
|            |                     | red in the Green Book.                        |
| ++/1-7+    | na Chandard Ci      | necifications. Section 86                     |

<sup>\*</sup>Addition - Not covered in the Green Book.

\*\*Caltrans Standard Specifications, Section 86

# SPECIAL PROVISIONS (Continued)

| Section | Subsection  | Description                           |
|---------|-------------|---------------------------------------|
|         |             | Splice Insulation                     |
|         | **86-2.11   | Service                               |
|         | **86-2.14A  |                                       |
|         | **86-2.16   |                                       |
|         | **86-3      |                                       |
|         |             | Cabinet Accessories                   |
|         | **86-3.09   |                                       |
|         | **86-4      | Traffic Signal Faces & Fittings       |
|         |             | Back Plates                           |
|         | **86-4.05   | Pedestrian Signal Faces               |
|         | **86-7      |                                       |
|         |             | Electrical Equipment                  |
|         | **86-7.03   |                                       |
|         | **86-8      |                                       |
| 308     |             | Landscape and Irrigation Installation |
|         | 308-4       |                                       |
|         | 308-4.5     | Tree & Shrub Planting                 |
|         | * 308-4.9.6 | Hydroseeding                          |
|         |             | Irrigation System Installation        |
|         | 308-5.6     | Flushing & Testing                    |
|         | 308-5.6.1   | Flushing Main Line (Irrigation)       |
|         | 308-6       | Maintenance & Plant Establishment     |
|         | 308-7       |                                       |
|         | * 308-9     | Charts, Manuals, and Drawings         |
|         | * 308-9.1   |                                       |
|         | * 308-9.2   |                                       |
|         | * 308-9.3   |                                       |
|         | * 308-10    | Equipment to be Furnished             |

<sup>\*</sup>Addition - Not covered in the Green Book. \*\*Caltrans Standard Specifications, Section 86

#### STATE OF CALIFORNIA

#### NOTICE TO CONTRACTORS

\* \* \* \*

## 2011-12 Water Main Replacement Project - Phase I

1<sup>st</sup> street from Ocean Dr. to Valley Dr.
3<sup>rd</sup> Street from Ocean Dr. to Highland Ave.
4th Street from Ocean Dr. to Highland Ave.
5th Street from Ocean Dr. to Manhattan Ave.
Highland Ave. from 2<sup>nd</sup> St. to Homer St.
Morningside Dr. from 1<sup>st</sup> St. to Homer St.
Homer St. from Highland Ave. to Morningside Dr.
Manhattan Ave. from 8<sup>th</sup> St. to 15<sup>th</sup> St.
Vista Dr. from Rosecrans Ave. to 27<sup>th</sup> St.

Per Plan No. W-616, Sheets 1 through 13

No bid will be received unless it is made on a proposal form furnished by the Engineer. Each bid must be accompanied by (cash, certified or cashier's check, or bidder's bond) made payable to the City of Manhattan Beach for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

Notice is hereby given that the Director of the Department of Industrial Relations, State of California, has ascertained the prevailing rates of per diem wages as evidenced in most recent edition of State of California, Department of Transportation, Business, Transportation and Housing Agency, General Prevailing Wage Rates Schedule, in the locality in which the work is to be done, for each craft or type of workman or mechanic needed to execute the contract in accordance with the provisions of Section 1770 to 1781 of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference.

In accordance with Section 1776 of the Labor Code as amended, the Contractor shall submit a certified copy of the complete project payroll record to the Engineer, prior to final acceptance of the contract work.

The Contractor shall, in the performance of the work and improvements, conform to the Labor Code and other laws of the State of California and the laws of the Federal Government of the United States applicable thereto.

The Contractor's attention is directed to Section 14311.5 of the Government Code concerning projects involving federal funds and failure of bidder or Contractor to be properly licensed.

All bids are to be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The City reserves the right to delete any bid item(s) prior to award if it is in the City's best interests to do so.

No contract will be awarded to a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III, of the Business and Professions Code.

Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required in the contract documents.

Plans may be seen and forms of proposal, bonds, contract, and specifications may be obtained at the City of Manhattan Beach City Hall, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

The special attention of prospective bidders is called to Section I, PROPOSAL REQUIREMENTS, for full direction as to bidding, etc.

The City of Manhattan Beach reserves the right to reject any or all bids.

Dated: 12-7-11 LIZA TAMURA, City Clerk City of Manhattan Beach

## City of Manhattan Beach

# 2011-12 Water Main Replacing Project - Phase I

#### Notice to Contractors

## 1. 10% Retention will be reduced to 5%, in most cases, effective January 1, 2012:

Senate Bill 293 will become effective January 1, 2012 and, among other things, adds Section 7201 to the Public Contract Code. With respect to local agencies, including general law and charter cities, Section 7201(b) provides, in part, that "retention proceeds withheld from any payment by a public entity from the original contractor... shall not exceed 5 percent of the payment." This subsection further provides that "[I]n no event shall the total retention proceeds withheld exceed 5 percent of the contract price." However, Section 7201(b)(4) provides, in part, that an awarding agency may withhold in excess of five percent (5%) "on specific projects where the governing body of the public entity or designee, including, but not limited to, a general manager or other director of an appropriate department, has approved a finding during a properly noticed and normally scheduled public hearing and prior to bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent and the awarding entity includes both this finding and the actual retention amount in the bid documents."

By its terms, Section 7201 is effective only until January 1, 2016, unless subsequent legislation deletes or extends that date.

## 2. Phasing of Project:

2011-12 Water Main Replacing Project – Phase I consists of nine (9) streets in three separate areas of the City. For ease of construction, it shall be divided into three phases:

A. Phase 1:

Manhattan Ave. from 15th St. to 8th St.

B. Phase 2:

Vista Dr. from Rosecrans Ave. to 27th St.

C. Phase 3:

1st street from Ocean Dr. to Valley Dr.

3rd Street from Ocean Dr. to Highland Ave. 4th Street from Ocean Dr. to Highland Ave. 5th Street from Ocean Dr. to Manhattan Ave.

Highland Ave. from 2nd St. to Homer St.

Morningside Dr. from 1st St. to Homer St.

Homer St. from Highland Ave. to Morningside Dr.

With the approval of Project Engineer, contractor may choose to construct the project in series (one phase after the other) or construct two phases at the same time. Nevertheless, to reduce impact on business, Phase 1 - Manhattan Ave. from 15<sup>th</sup> St. to 8<sup>th</sup> St., shall be constructed in March, 2012.

#### 3. Traffic Control:

## A. For Manhattan Ave. portion of the project:

- a. During the entire construction period at least one lane each direction has to remain open except at the locations where the existing street width narrowed to one lane each direction (8<sup>th</sup> St., 9<sup>th</sup> St., 10<sup>th</sup> St., 11<sup>th</sup> St., Manhattan Beach Blvd., 12<sup>th</sup> St., 13<sup>th</sup> St., and 14<sup>th</sup> St.). At these intersections flagmen shall be used to direct traffic.
- b. Parking shall not be restricted for more than two consecutive blocks at a time.

- B. A Traffic Control Plan has to be submitted and approved before commencement of construction.
- C. All signs, delineators, barricades, etc., shall conform to the State of California Standard Specifications latest edition, the California Department of Transportation "Manual of Traffic Control for Construction and Maintenance Work Zones: (latest edition), and the "WATCH", latest edition. All barricades shall be equipped with flashing/steady burn warning lamps at night. All cones, delineators, barricades, and "k" rail shall be reflectorized. All traffic control shall be kept in their proper position at all times, and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity. Any devices not part of the required traffic control or detours shall be removed from the view of the travelling public immediately.
- D. FLASHING ARROW BOARDS ARE MANDATORY FOR LANE CLOSURES ON MAJOR STREETS. They shall operate one week prior to start of construction until traffic control is removed.
- E. All travel lanes shall be open between 5:00 p.m. and 7:30 a.m. At least one travel lane in each direction shall be open at all times between 7:30 a.m. and 5:00 p.m. Flagmen may be used if one lane in each direction cannot be kept open with the approval of the Project Engineer.
- F. All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours.
- G. The Contractor shall notify the MTA Bus Stops and Zones Dispatcher and any other affected transit services at least two working days prior to construction.
- H. Where necessary and on every parking meter, properly post "TEMPORARY NO PARKING TOW AWAY from 7 a.m. to 5 p.m. Date to Date " signs at least 72 hours before start of work. The Contractor shall notify the Police Department immediately upon posting signs.
- Vehicular and pedestrian access to adjacent properties shall be provided at all times. Closed sidewalks shall be posted with "SIDEWALK CLOSED" signs at each approach to the closure and an approved alternate route provided.
- J. Protect traffic signal detectors in place or replace within 5 calendar days of final paving. All detectors damaged by the work shall be replaced to the standards of the City Public Works Department.
- K. At the end of each working day the street shall be opened to traffic and with proper warning signage for uneven pavement. Access to cross streets shall be provided at the end of each working day.

### 4. Parking:

Parking on Manhattan Ave. and 1<sup>st</sup> St. is of significant importance to businesses and residents. Parking prohibitions during the work shall be carefully and efficiently planned as to not prohibit parking during periods of inactivity. Parking restrictions must be posted 72 hours prior to the work period and must be posted to target periods of active work. Once a phase of work is completed, or work is delayed, the restrictions must be removed or changed to address the next period of planned active work.

- 5. Contractor shall provide flagmen to direct traffic while machinery is operating at work site.
- 6. Contractor shall provide a self-loading motor street sweeper with spray nozzles at least twice a day for dust control and maintaining the cleanness of the street.

- 7. Contractor need to coordinate with County of Los Angeles Department of Public Works Traffic and Lighting Division for proper traffic signal operations.
- 8. Provide 72 hours (3 days) advanced announcements to the affected households and businesses at the beginning of the project and during different stages of the construction. Upon approval by the Project Engineer, a general notice in the form of a flier and/or door hanger shall be distributed to each household and business adjacent to the proposed work.
- 9. Provide 72 hours (3 days) notification to Police Department, Fire Department and Waste Management informing them about the upcoming street closures.
- 10. Contractor must provide adequate filtering devices (e.g. felt and or straw filled snakes) secured with properly filled sandbags at all downstream and adjacent catch basins, grate opening, etc. Catch basins shall be maintained on a daily basis prior to commencement of the day's work and monitored prior to and during any type of runoff. Any and all build up of debris and sediments shall be removed at the end of each working day.
- 11. Street, gutter, handicap ramp and sidewalk sweeping by hand or mechanical method shall be carried out throughout the work day and especially at the end of the shift.
- 12. There is no storage yard or facility available in or around the project site. The contractor is responsible to locate a yard facility to store his materials and equipment at his own cost. Storage and parking of equipment on city streets subject to approval by the Project Engineer.
- 13. The contractor shall not conduct any operations or perform any work between 5:00 p.m. and 7:30 a.m. on any day nor on Saturday, Sunday and holidays at any time, except approved by the Project Engineer.

# 14. Trench Excavation and Backfill

Existing soils in the project area are composed of cohesionless sand as represented in the Geotechnical Investigation Report (Appendix B). The contractor shall shore the trench to prevent trench walls from caving and undermining adjacent pavement. Any additional pavement removal and replacement beyond that required in Standard Drawing ST-10 shall be performed at the contractor's expense.

## City of Manhattan Beach

# 2011-12 Water Main Replacing Project - Phase I

#### Notice to Contractors

- 15. Addendum No. 1 Additive Alternate Bid Item 12a. --- In the following street, REMOVE and REPLACE the entire 12' wide P.C.C. pavement instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19
  - 4th St. (Ocean Dr. to Manhattan Av.) --- The additional cost for removing and replacing one-third of the street (4'x150'=600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternate Bid Item 12-a. of Addendum No. 1 with Lump Sum price.
- 16. Addendum No. 1 Additive Alternate Bid Item 18a. --- In the following street, REMOVE and REPLACE the entire 12' wide P.C.C. pavement instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19
  - 3rd St. (from Ocean Dr. to Highland Av.) --- The additional cost for removing and replacing one-third of the street (4'x400'=1600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternate Bid Item 18-a. of Addendum No. 1 with Lump Sum price.
- 17. Addendum No. 1 Add Bid Items 46 to 48. --- Manhattan Heights --- Hot tap existing 10" C.I. Pipe to install a 4" D.I. Pipe fire service line at its NE corner.

(See attached Addendum No. 1 Plan 2 of 3 for details)

- 18. Addendum No. 1 Add Bid Items 49 to 54. --- Joslyn Community Center --- Install a
  - 4" D.I. Pipe fire service line and a 6" Fire Hydrant off the existing 6" C.I. Pipe at its NE corner.

(See attached Addendum No. 1 Plan 3 of 3 for details)

At Mals

#### PART 1

#### PROPOSAL REQUIREMENTS

#### Proposal Requirements

#### (a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on Thursday, January 19, 2012 sealed proposal for:

# 2011-12 Water Main Replacement Project - Phase I

1<sup>st</sup> street from Ocean Dr. to Valley Dr.
3<sup>rd</sup> Street from Ocean Dr. to Highland Ave.
4th Street from Ocean Dr. to Highland Ave.
5th Street from Ocean Dr. to Manhattan Ave.
Highland Ave. from 2<sup>nd</sup> St. to Homer St.
Morningside Dr. from 1<sup>st</sup> St. to Homer St.
Homer St. from Highland Ave. to Morningside Dr.
Manhattan Ave. from 8<sup>th</sup> St. to 15<sup>th</sup> St.
Vista Dr. from Rosecrans Ave. to 27<sup>th</sup> St.

Per Plan No. W-616, Sheets 1 through 13

# (b) Examination of Plans, Specifications, Special Provisions, and Site of Work

The Bidder is required to examine carefully the site of work and the proposal plans, specifications, and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

#### (c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

# (d) Rejection of Proposals Containing Alterations, Erasures or Irregularities

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

Each Contractor shall base his bid on furnishing and installing all items exactly as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any materials substitutions or changes in plans and/or specifications on his own initiative, but in each and every instance must procure written authorization from the Engineer before installing any work in variance with the contract requirements.

# (e) Interpretation of Contract Documents

If any person contemplating submitting a bid on this project is in doubt as to the true meaning of any part of the plans, specifications, or other sections of the contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the contract documents including the plans and specifications will be made by addendum duly issued or delivered by the Engineer to each person receiving a set of said documents. The Engineer will not be responsible for any other explanations or interpretations of the contract documents.

## (f) Bidder's Guaranty

All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond, made payable to the City of Manhattan Beach, for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed therewith.

## (g) Award of Contract

The award of the contract, if it be awarded\*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within thirty (30) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. \*See Paragraph (k) below.

#### (h) Execution of Contract

The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

#### (i) Return of Bidder's Guaranties

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guaranties accompanying such proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

# (j) Contractor's Questionnaire

The Contractor shall complete the questionnaire form that accompanies the proposal and submit the information with his proposal.

# (k) Owner's Right to Award Contract

The Owner reserves the right to reject any or all bids, to waive any irregularities or informalities and to award contract as may best serve the interests of the City of Manhattan Beach.

# CONTRACTOR'S PROPOSAL (ADDENDUM NO. 1)

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 60 working days in accordance with Drawing No. W-616, Sheets 1 to 13, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

|   | 2011-12 Water Main Replacement Project   |            |            |            |  |
|---|--|------------|------------|------------|--|
|   | BASE BID ITEMS   |            |            |            |  |
| ITEM  | DESCRIPTION  | QUANTITY   | UNIT PRICE | TOTAL      |  |
| Vista   | Street: Rosecrans Avenue to 27th S   | treet      |            |            |  |
| 1.  | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing) | 2,380 L.F. | 62.00      | 147,560.00 |  |
| 2.  | Furnish and Install 6* Gate Valve  | 24 EA.     | 1,200.00   | 28,800.00  |  |
| 3.  | Furnish and Install 8" Gate Valve  | 7 EA.      | 1,500.00   | 10,500.00  |  |
| 4.  | Furnish and Install 12" Gate Valve   | 2 EA.      | 2,500.00   | 5,000.00   |  |
| 5.  | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing<br>ST-15                                       | 46 EA.     | 1,300.00   | 59,800.00  |  |
| 6.  | Construct 2" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-22  | 1 EA       | 3,000.00   | 3,000,00   |  |
| 7.  | Cut and Cap Existing Water Main  | 17 EA.     | 500.00     | 8,500.00   |  |
| 8.  | Repaint Traffic Markings/Striping  | 1 L.S.     | 2,000.00   | 2,000.00   |  |
| 1 6 4 1 72<br>1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Subtotal Items 1 to 8  |            | EN 45% N   | 265,160:00 |  |

|      | 2011-12 Water Main Replacement Project  |            |               |               |  |
|------|---|------------|---------------|---------------|--|
|      | BASE BID ITEMS  |            |               |               |  |
| ITEM | DESCRIPTION   | QUANTITY   | UNIT<br>PRICE | TOTAL<br>COST |  |
| Ma   | nhattan Avenue: 15th Street to 8th Street   |            |               |               |  |
| 9.   | Construct 6" D.I.P. Water Main per City of<br>Manhattan Beach Standard Drawing No. ST-10<br>(includes trench resurfacing) | 2,020 L.F. | 60.00         | 121,200.      |  |
| 10.  | Furnish and Install 6" Gate Valve   | 23 EA      | 1,200.00      | 27,600,00     |  |
| 11.  | Furnish and Install 8" Gate Valve   | 9 EA.      | 1,500.00      | 13,500,00     |  |
| 12.  | Construct 1" Water Service per City of<br>Manhattan Beach Standard Drawing ST-15  | 52 EA      | 1,800.95      | 93,600.00     |  |
| 13.  | Construct 2" Water Service per City of<br>Manhattan Beach Standard Drawing ST-22  | 2 EA       | 3,000.00      | 6,000.00      |  |
| 14.  | Remove existing Fire Hydrant, Valves and Fittings   | 3 EA       | 500.00        | 1,500.00      |  |
| 15.  | Construct Fire Hydrant Assembly per City of<br>Manhattan Beach Standard Drawing No.ST-16                                  | 3 EA.      | 5,000.00      | 15,000.00     |  |
| 16.  | Cut and Cap Existing Water Main   | 25 EA      | 400.00        | 10,000.00     |  |
| 17.  | Repaint Traffic Markings/Striping   | 1 L.S.     | 4,000.00      | 4,000.00      |  |
|      | Subtotal Items 9 to 17  |            |               | 292,400.00    |  |

|       | 2011-12 Water Main Replacement Project   |           |            |                       |  |  |
|-------|--|-----------|------------|-----------------------|--|--|
|       | BASE BID ITEMS   |           |            |                       |  |  |
| ITEM  | DESCRIPTION  | QUANTITY  | UNIT PRICE | TOTAL<br>COST         |  |  |
| 1st S | treet: Ocean Drive to Valley Drive   | 2         |            | 14                    |  |  |
| 18.   | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing) | 1652 L.F. | 60.00      | 99,120,80             |  |  |
| 19.   | Furnish and Install 6" Gate Valve  | 13 EA     | 1,200.00   | 15,600.00             |  |  |
| 20.   | Furnish and Install 8" Gate Valve  | 1 EA.     | 1,500.00   | 1,500.00              |  |  |
| 21.   | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-15  | 78 EA.    | 1,200.90   | 93,600.00             |  |  |
| 22.   | Remove existing Fire Hydrant,<br>Valves and Fittings   | 3 EA      | 500.00     | 1,500,00              |  |  |
| 23.   | Construct Fire Hydrant Assembly per<br>City of Manhattan Beach Standard<br>Drawing No. ST-16                                 | 3 EA.     | 5,000.00   | 15,000.00             |  |  |
| 24.   | Cut and Cap Existing Water Main  | 17 EA.    | 500.       | 8,500.                |  |  |
| 25.   | Repaint Traffic Markings/Striping  | 1 L.S.    | 2,000.     | 2,000.00              |  |  |
|       | Subtotal Items 18 to 25  |           |            | 236,820.              |  |  |
| Highl | and Avenue: 2nd Street to Homer Str  |           |            |                       |  |  |
| 26.   | Construct 6" D.I.P. Water Main<br>per City of Manhattan Beach<br>Standard Drawing No. ST-10<br>(includes trench resurfacing) | 509 L.F.  | 60.00      | 30,540. <del>80</del> |  |  |
| 27.   | Furnish and Install 6" Gate Valve  | 3 EA.     | 1,200.00   | 3,600.00              |  |  |
| 28.   | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing<br>ST-15                                       | 21 EA.    | 1,200.00   | 25,200.00             |  |  |
| 29.   | Cut and Cap Existing Water Main  | 2 EA.     | 500.00     | 1,000,00              |  |  |
| 30.   | Repaint Traffic Markings/ Striping   | 1 L.S.    | 1,000.00   | 1,000. ou             |  |  |
|       | Subtotal Items 26 to 30  |           |            | 61,340.00             |  |  |

|       | 2011-12 Water Main Replacement Project   |          |            |   |  |  |
|-------|--|----------|------------|---|--|--|
|       | BASE BID ITEMS   |          |            |   |  |  |
| ITEM  | DESCRIPTION  | QUANTITY | UNIT PRICE | TOTAL<br>COST                                 |  |  |
| Home  | Homer Street: Highland Avenue to Morningside Drive   |          |            |   |  |  |
| 31.   | Construct 6" D.I.P. Water Main<br>per City of Manhattan Beach<br>Standard Drawing No. ST-10<br>(includes trench resurfacing) | 317 L.F. | 60.00      | /9,020.00                                     |  |  |
| 32.   | Furnish and Install 6" Gate Valve  | 2 EA     | 1,200,00   | 2,400.00                                      |  |  |
| 33.   | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-15  | 11 EA    | 1,200.00   | 13, 200.°°                                    |  |  |
| 34.   | Remove existing Fire Hydrant,<br>Valves and Fittings   | 1 EA     | 500.00     | 500.00  |  |  |
| 35.   | Construct Fire Hydrant Assembly<br>per City of Manhattan Beach<br>Standard Drawing No. ST-16                                 | 1 EA     | 5,000.00   | 5,000.00                                      |  |  |
| 36.   | Cut and Cap Existing Water Main  | 2 EA.    | 500.00     | 1,000.00                                      |  |  |
| 37.   | Repaint Traffic Markings/Striping  | 1 L.S.   | 1,000.00   | 1,000.00                                      |  |  |
|       | Subtotal Items 31 to 37  |          |            | 42,120,00                                     |  |  |
| Morni | ngside Drive: 1 <sup>st</sup> Street to Homer St   | reet     |            |   |  |  |
| 38.   | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing) | 294 L.F. | 60 .ªa     | 17,640.00                                     |  |  |
| 39.   | Furnish and Install 6" Gate Valve  | 3 EA.    | 1,200.00   | 3,600.00                                      |  |  |
| 40.   | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-15  | 3 EA.    | 1,000.00   | 3,000.80                                      |  |  |
| 41.   | Connect to existing 3" Water<br>Service (including tee, valve and<br>appurtenances)  | 1 EA.    | 4,000.00   | 4,000,00                                      |  |  |
| 42.   | Remove existing Fire Hydrant,<br>Valves and Fittings   | 1 EA.    | 500.00     | 500.00  |  |  |
| 43.   | Construct Fire Hydrant Assembly per<br>City of Manhattan Beach Standard<br>Drawing No. ST-16                                 | 1 EA.    | 5,000.00   | 5,000.00<br>1,000.00<br>1,000.00<br>35,740,00 |  |  |
| 44.   | Cut and Cap Existing Water Main  | 2 EA.    | 500.00     | 1,000.00                                      |  |  |
| 45.   | Repaint Traffic Markings/Striping  | 1 L.S.   | 1,000.00   | 1,000.00                                      |  |  |
|       | Subtotal Items 38 to 45  |          |            | 35 740 00                                     |  |  |

|                           | 2011-12 Water Main Replacement Project   |                     |                                  |   |  |  |
|---------------------------|--|---------------------|----------------------------------|---|--|--|
|                           | BASE BID ITEMS   |                     |                                  |   |  |  |
| ITEM                      | DESCRIPTION  | QUANTITY            | UNIT PRICE                       | TOTAL<br>COST                                   |  |  |
| fire                      | Manhattan Heights: Hot tap existing 10" C.I. Pipe to install a 4" D.I. Pipe fire service line at its NE corner. (See attached Addendum No. 1 Plan 2 of 3 for details)  |                     |                                  |   |  |  |
| 46.                       | Hot tap existing 10" C.I.P., with 4" G.V. and concrete thrust block per City of Manhattan Beach Standard Drawing No. ST-20   | 1 EA.               | 7,000.00                         | 7,000.00  |  |  |
| 47.                       | Construct 4" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing)   | 10 L.F.             | 200.00                           | 2,000. <del>20</del>                            |  |  |
| 48.                       | Furnish and Install 4" Plug  | 1 EA.               | 500.00                           | 500.00  |  |  |
|                           |  | 1                   | i -                              | 0 - 00  |  |  |
|                           | Subtotal Items 46 to 48  |                     |                                  | 9,500.00  |  |  |
|                           | n Community Center: Install a 4" D.I<br>hydrant at its NE corner. (See attac   |                     | No. 1 Plan 2                     | and a 6" of 3 for                               |  |  |
| fire 1                    | n Community Center: Install a 4" D.I<br>hydrant at its NE corner. (See attac   |                     |                                  | and a 6"  |  |  |
| fire l                    | n Community Center: Install a 4" D.I<br>hydrant at its NE corner. (See attaches)   | hed Addendum M      | 1, 200.                          | and a 6" of 3 for                               |  |  |
| fire detai:               | Community Center: Install a 4" D.I hydrant at its NE corner. (See attacls)  Furnish and Install 6" Gate Valve  Construct Fire Hydrant Assembly per City of Manhattan Beach Standard  | hed Addendum B      | 1,200.00.00                      | and a 6" of 3 for  2,400.22  6,000.20           |  |  |
| fire l<br>detai:<br>49.   | Furnish and Install 6" Gate Valve  Construct Fire Hydrant Assembly per City of Manhattan Beach Standard Drawing No. ST-16  Furnish and Install a 6"x4" D.I. TEE w/ concrete thrust block per City of Manhattan Beach Standard Drawing No.  | 2 EA.<br>1 EA.      | 1, 200.                          | and a 6" of 3 for  2,400,92                     |  |  |
| fire 1 detai: 49.         | Furnish and Install a 6" Gate Valve  Construct Fire Hydrant Assembly per City of Manhattan Beach Standard Drawing No. ST-16  Furnish and Install a 6"x4" D.I. TEE w/ concrete thrust block per City of Manhattan Beach Standard Drawing No. ST-20  | 2 EA. 1 EA.         | 1,200.00<br>6,000.00<br>1,200.00 | and a 6" of 3 for  2,400.99  6,000.99  1,200.99 |  |  |
| fire 1 detai: 49. 50. 51. | Furnish and Install a 6" Gate Valve  Construct Fire Hydrant Assembly per City of Manhattan Beach Standard Drawing No. ST-16  Furnish and Install a 6"x4" D.I. TEE w/ concrete thrust block per City of Manhattan Beach Standard Drawing No. ST-20  Furnish and Install 4" Gate Valve  Construct 4" D.I.P. Water Main per City of Manhattan Beach Standard Drawing No. ST-10 (includes trench | 2 EA.  1 EA.  1 EA. | 1,200.00.00                      | and a 6" of 3 for  2,400.99  6,000.99  1,200.99 |  |  |

| BASE BID ITEMS |   |          |                  |               |
|----------------|---|----------|------------------|---------------|
| ITEM           | DESCRIPTION   | QUANTITY | UNIT PRICE       | TOTAL<br>COST |
| 55.            | Traffic Control   | 1 L.S.   | 2,900.00         | 2,900.00      |
| 56.            | Special project site maintenance and public convenience and safety (not to exceed price is for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications. | 1 L.S.   | Not to<br>Exceed | \$10,00       |

| Total Base Bid Cost:            | \$ 975,080.00   |
|---------------------------------|---|
| Total Base Bid Cost in Writing: | Nine hundred seventy  five thousand eighty dollars and no cents |

\*The low bidder will be determined by the total price bid for Base Bid Items 1 through 56 (Total Base Bid)

ADDITIVE ALTERNATE BID ITEMS - The City reserve the right to include any or all additive alternative items at the time of contract award. Bidders must include a price for all Additive Alternate Items.

| Include | a price for all Additive Alternate I   | ems.        |            |            |  |  |
|---------|--|-------------|------------|------------|--|--|
| ITEM    | DESCRIPTION  | QUANTITY    | UNIT PRICE | TOTAL      |  |  |
| 5th St  | 5th Street: Ocean Drive to Manhattan Avenue  |             |            |            |  |  |
| 1.      | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing)   | 175 L.F.    | 80.00      | 14,000,00  |  |  |
| 2.      | Furnish and Install 6" Gate Valve  | 1 EA        | 1.200.00   | 1,200.00   |  |  |
| 3.      | Furnish and Install 8" Gate Valve  | 2 EA        |            | 3,000.     |  |  |
| 4.      | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing  | 12 EA       | 1,200,00   | 14,400.00  |  |  |
| 5.      | Cut and Cap Existing Water Main  | 2 EA.       | 500,00     | 1,000.00   |  |  |
| 6.      | Repaint Traffic Markings/Striping  | 1 L.S.      | 1,000.00   | 1,000,00   |  |  |
|         | Subtotal Items 1 to 6  |             |            | 34,600.00  |  |  |
| 4th St  | reet: Ocean Drive to Highland Avenue   | 9           |            |            |  |  |
| 7.      | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing)   | 475 L.F.    | 80.00      | 38,000.00  |  |  |
| 8.      | Furnish and Install 6" Gate Valve  | 1 EA.       | 1,200.00   | 1,200,00   |  |  |
| 9.      | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-15  | 25 EA.      | 1,200.00   | 30,000.00  |  |  |
| 10.     | Construct 2" Water Service per<br>City of Manhattan Beach Standard<br>Drawing ST-22  | 1 EA        | 3,000.     | 3,000,90   |  |  |
| 11.     | Cut and Cap Existing Water Main  | 4 EA.       | 500.00     | 2,000.00   |  |  |
| 12.     | Repaint Traffic Markings/Striping  | 1 L.S.      | 1,000.00   | 1,000.00   |  |  |
| 12a     | 4th St. (Ocean Dr. to Manhattan Av.) Instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19, the entire existing 12' wide P.C.C. pavement needs to be removed and replaced. The additional cost for removing and replacing one-third of the street (4'x150'=600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternates of Addendum No. 1 with Lump Sum price. |             | 40,000.00  | 40,000.20  |  |  |
|         | Subtotal Items 7 to 12a  |             |            | 115,200.00 |  |  |
|         |  | ndum No. 1) |            | 11 2,000.  |  |  |

ADDITIVE ALTERNATE BID ITEMS - The City reserve the right to include any or all additive alternative items at the time of contract award. Bidders must include a price for all Additive Alternate Items.

| ITEM  | DESCRIPTION   | QUANTITY | UNIT PRICE | TOTAL<br>COST         |
|-------|---|----------|------------|-----------------------|
| 3rd S | treet: Ocean Drive to Highland Avenu  | ê        |            |                       |
| 13.   | Construct 6" D.I.P. Water Main per<br>City of Manhattan Beach Standard<br>Drawing No. ST-10 (includes trench<br>resurfacing)  | 457 L.F. | 80.00      | 36,560. <del>00</del> |
| 14.   | Furnish and Install 6" Gate Valve   | 1 EA.    | 1,200.00   | 1,200.00              |
| 15.   | Furnish and Install 8" Gate Valve   | 1 EA.    | 1,500.00   | 1,500.00              |
| 16.   | Construct 1" Water Service per<br>City of Manhattan Beach Standard<br>Drawing   | 29 EA.   | 1,200.00   | 34,800.00             |
| 17.   | Cut and Cap Existing Water Main   | 4 EA.    | 500.00     | 2,000.00              |
| 18.   | Repaint Traffic Markings/Striping   | 1 L.S.   | 1,000.00   | 1,000.00              |
| 18a   | 3rd St. (from Ocean Dr. to Highland Av.) Instead of just remove and replace the affected two-third (2/3) area as stated in General Notes 19, the entire existing 12' wide P.C.C. pavement needs to be removed and replaced. The additional cost for removing and replacing one-third of the street (4'x400'=1600 s.f.; 6" Class 565-C-3250P P.C.C.) shall be included in the CONTRACTOR'S PROPOSAL Additive Alternates of Addendum No. 1 with Lump Sum price. | 1 L.S.   | 40,000.00  | 40,000.00             |
|       | Subtotal Items 13 to 18a  |          |            | 117,060,00            |

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

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. 1 350287-A Signature of Bidder 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.)\* (Name of Company or Corporation) (Address) Bandini Blud (City) (State) (Zip) Dated: | Jan. 18 , 20 | 12 | John T. Malloy (President) John T. Malloy (Secretary)

John T. Malloy (Treasurer)

Justin Malloy (Manager)