



Agenda Item #: \_\_\_\_\_

# 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  
Gilbert A. Gamboa, Senior Civil Engineer

**DATE:** March 20, 2012

**SUBJECT:** Accept the Withdrawal of the Bid Submitted by MNR Construction, Inc. and Award a Construction Contract to Ramona, Inc. for the 2011-2012 Sewer Main Rehabilitation Project (Phase 1) on Alma Avenue, Marine Avenue and 24<sup>th</sup> Street (\$1,057,835.00)

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### **RECOMMENDATION:**

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

1. Consent to the request by MNR Construction, Inc. to be relieved of its bid and authorize the City Manager to transmit this staff report as the City's written report in accordance with Public Contract Code Section 5103.
2. Authorize the City Manager to award a contract to the second lowest bidder (Ramona, Inc.) in the amount of \$1,057,835.00 for the 2011-2012 Sewer Main Rehabilitation Project (Phase 1) on Alma Avenue, Marine Avenue and 24<sup>th</sup> Street; and, authorize the City Manager to approve additional work in an amount not-to-exceed \$105,785.00 (10%).

### **FISCAL IMPLICATION:**

Sewer Enterprise Funds have been appropriated by City Council through the fiscal year (FY) 2010-2011 and 2011-2012 Capital Improvement Plans. The FY 2010-2011 and 2011-2012 Sewer Main Rehabilitation projects are being pursued under a single design and management umbrella; therefore, the two projects have been presented in a combined format on the following page. Table 1 indicates project appropriations and Table 2 indicates estimated and/or actual project costs; and, the anticipated balance after completion. An additional appropriation is included in the FY 2012-2013 Capital Improvement Plan to complete Phase 2.

<b>Table 1 FY2010-2011 &amp; FY2011-2012 SEWER MAIN REHABILITATION PROJECTS</b>				
<b>BUDGET</b>	<b>FY 2010-11</b>	<b>FY 2011-12</b>	<b>FY 2012-13 Recommended</b>	<b>Total</b>
<b>FY 2010-2011 Project</b> – DESIGN and CONSTRUCTION (CIP 11836E) (Attachment 1)	\$1,050,000			\$1,050,000
<b>FY 2011-2012 Project</b> – DESIGN (CIP 11837E) (Attachment 2)	\$ 200,000			\$ 200,000
<b>FY 2011-2012 Project</b> – CONSTRUCTION (CIP 12830E) (Attachment 2)		\$1,140,000	\$ 610,000	\$1,750,000
<b>Total</b>	\$1,250,000	\$1,140,000	\$ 610,000	\$3,000,000

<b>Table 2 FY2010-2011 &amp; FY2011-2012 SEWER MAIN REHABILITATION PROJECTS</b>				
<b>ESTIMATED and/or ACTUAL EXPENDITURES</b>	<b>FY 2010-11 Project</b>	<b>FY 2011-12 Project Phase 1</b>	<b>FY 2011-12 Project Phase 2</b>	<b>Total</b>
<b>FY 2010-2011 &amp; 2011-2012 Sewer Projects</b> DESIGN (Infrastructure Engineers formerly AAE, Inc.) Ongoing	\$ 28,790	\$ 39,225	\$ 41,755	\$ 109,770
<b>FY 2010-2011 &amp; 2011-2012 Sewer Projects</b> GEOTECHNICAL INVESTIGATION (Terracon Consultants, Inc.) Complete	\$ 9,490	\$ 4,500	\$ 4,500	\$ 18,490
<b>FY 2010-2011 Sewer Project</b> CONSTRUCTION (Garcia Juarez Construction) (See map, Attachment 1) Complete	\$112,667			\$ 112,667
<b>FY 2011-2012 Sewer Project, Phase 1</b> CONSTRUCTION (Ramona, Inc.) (See map, Attachment 2)		\$1,057,835.00		\$1,057,835.00
Construction Contingency, Phase 1 (10%)		\$ 105,785.00		\$ 105,785.00
<b>FY 2010-2011 and 2011-2012 Sewer Projects</b> CONSTRUCTION INSPECTION (KOA Corporation/CBM Consulting, Inc.)	\$ 27,941	\$ 45,750	\$ 60,995	\$ 134,686
<b>FY 2011-2012 Sewer Project, Phase 2</b> CONSTRUCTION (See Map, Attachment 2) Future Project Estimate			\$1,320,000	\$1,320,000
Construction Contingency, Phase 2 (10%)			\$ 132,000	\$ 132,000
<b>Total</b>	\$178,888	\$1,253,095	\$1,559,250	\$2,991,233
Anticipated balance after project completion				\$8,767

**BACKGROUND:**

The City is conducting a water and sewer infrastructure reinvestment program. The City recently completed a Water and Wastewater Master Plan effort in concert with the implementation and adoption of a revised utility rate structure. Projects to repair or replace sewer mains and water mains were included in the five (5) year Capital Improvement Plan (CIP) previously adopted by City Council.

Approval of Plans and Specifications

On November 3, 2010, City Council awarded a professional services agreement to Advanced Applied Engineering, Inc. (AAE, Inc.) to provide engineering design services for the fiscal year 2010-2011 and 2011-2012 Sewer Main Rehabilitation Projects. On May 16, 2011, AAE, Inc. completed company reorganization and continued to provide professional services as Infrastructure Engineers. On December 20, 2011, City Council approved the plans and

specifications for the FY2011-2012 Sewer Main Rehabilitation (Phase 1) Project and authorized the City Manager to solicit bids. The project includes three (3) street locations in the Sand Section including Alma Avenue, Marine Avenue and 24<sup>th</sup> Street as shown on Attachment 2.

Fiscal Year 2010-2011 Sewer Main Rehabilitation Project (Misc. Spot Repairs)

This project consisted of spot repairs throughout the Tree and Sand Sections of the City as shown on Attachment 1. This project has been successfully completed under the contract amount.

Fiscal Year 2011-2012 Sewer Main Rehabilitation Project (Mainline Replacements)

The 2011-2012 Sewer Main Rehabilitation Project (Phase 1 and 2) includes the replacement of over 4,000 linear feet of vitrified clay pipe and consists of sanitary sewer mainline replacements at a total of seven (7) project street locations in the City's Sand Section as shown on Attachment 2. New sewer mains and manholes will be designed and constructed, and residential sewer laterals reconnected to the new main. The new sewer mains will be relocated from the sidewalk or encroachment areas to the drive or walk street areas and the existing mains abandoned in place. Private improvements in the encroachment areas will be restored in kind and the walk-street will be reconstructed in affected areas.

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 Sewer Main Rehabilitation Project is categorically exempt pursuant to Section 15301, Class 1(b). The project consists of a repair to the City's sanitary sewer 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 seven (7) 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, twenty-three (23) sets of plans and specifications were provided to contractors, subcontractors and material suppliers.

A total of eight (8) competitive bids were received and opened on February 16, 2012. The bids ranged from the low bid of \$911,900.00 by MNR Construction to the highest bid of \$2,839,466.00 in accordance with the table on the following page:

<b>NO.</b>	<b>CONTRACTOR</b>	<b>BID AMOUNT</b>
LOW	MNR Construction, Inc.	\$ 911,900.00
2.	Ramona, Inc.	\$1,057,835.00
3.	Garcia Juarez Construction, Inc.	\$1,188,015.00
4.	SND Construction Inc.	\$1,331,585.00
5.	Blois Construction	\$1,429,665.00
6.	Mike Bubalo Construction Co., Inc.	\$1,463,450.00
7.	Nikola Corporation	\$2,507,889.00
8.	Clarke Contracting Corporation	\$2,839,466.00
	Engineer's Estimate	\$1,175,000.00

Bid Withdrawal

The bid submitted by MNR Construction, Inc. (MNR) was reviewed by the Public Works Department and found to be responsive. On Tuesday, February 21, 2012, City staff received a written notice from MNR requesting that their bid be withdrawn from consideration due to a clerical error in their bid. MNR claims that an error occurred during the transposition of three bid item amounts from work sheets to the bid document. This error resulted in these bid amounts being entered at 10% of the amount they claim they intended to enter and resulted in a \$356,850 error. The California Public Contract Code Sections 5101, 5103 and 5106 provides criteria under which a prime contractor may request to have their bid withdrawn. The clerical error by the contractor on the bid document falls within this criteria. To verify MNR's claim, staff requested and received copies of worksheets showing their intended bid amount. The worksheets support their claim of clerical error; therefore, staff recommends that City Council permit the withdrawal of the bid submitted by MNR without pursuing their bid surety.

2<sup>nd</sup> Lowest Bid – Ramona, Inc.

As a result of the withdrawal of the bid by MNR Construction, Inc., City Staff reviewed the bid package from the second lowest bidder (Ramona, Inc.) and verified that the bid submitted by Ramona, Inc. bid is responsive. Representatives of agencies where work has been performed by Ramona, Inc. have indicated that the work performed was to their satisfaction. 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 \$105,785.00 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, the Public Works Director will report the status of any additional work to the City Council at the end of the project.

Project Schedule

Upon approval of the award of contract, City staff anticipates that construction will start in April 2012 and includes 105 working days for completion. Work would be restricted to non-holiday

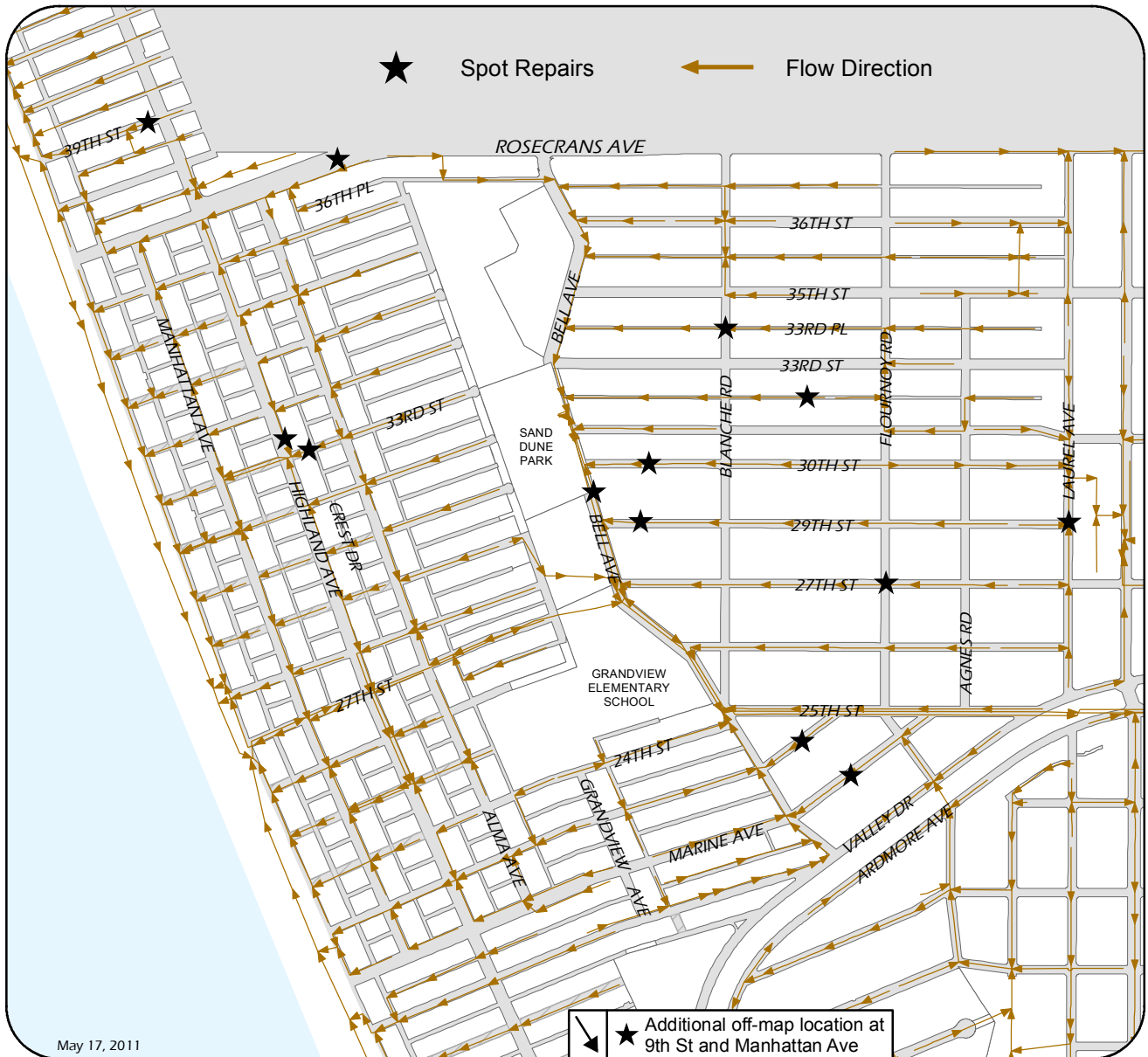
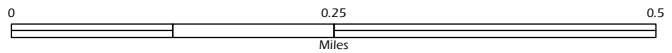
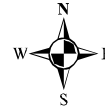
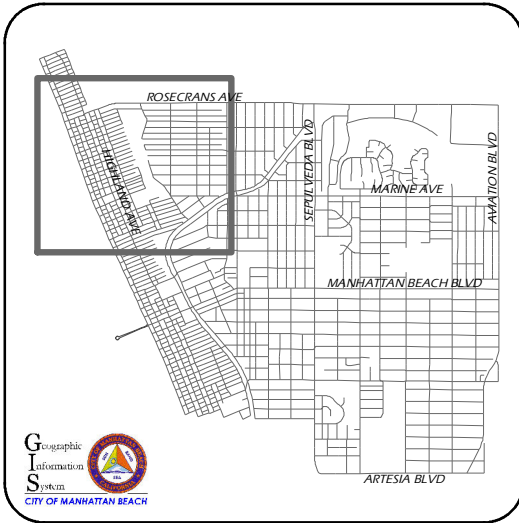
weekdays.

Attachments:

- 1) Map of FY 2010-2011 Sewer Main Rehabilitation Project (Misc. Spot Repairs)
- 2) Map of FY 2011-2012 Sewer Main Rehabilitation Project (Mainline Replacements)
- 3) MNR Construction, Inc. Bid Withdrawal Request
- 4) MNR Construction, Inc. Bid Worksheet
- 5) Construction Contract Documents (pages 1-13)

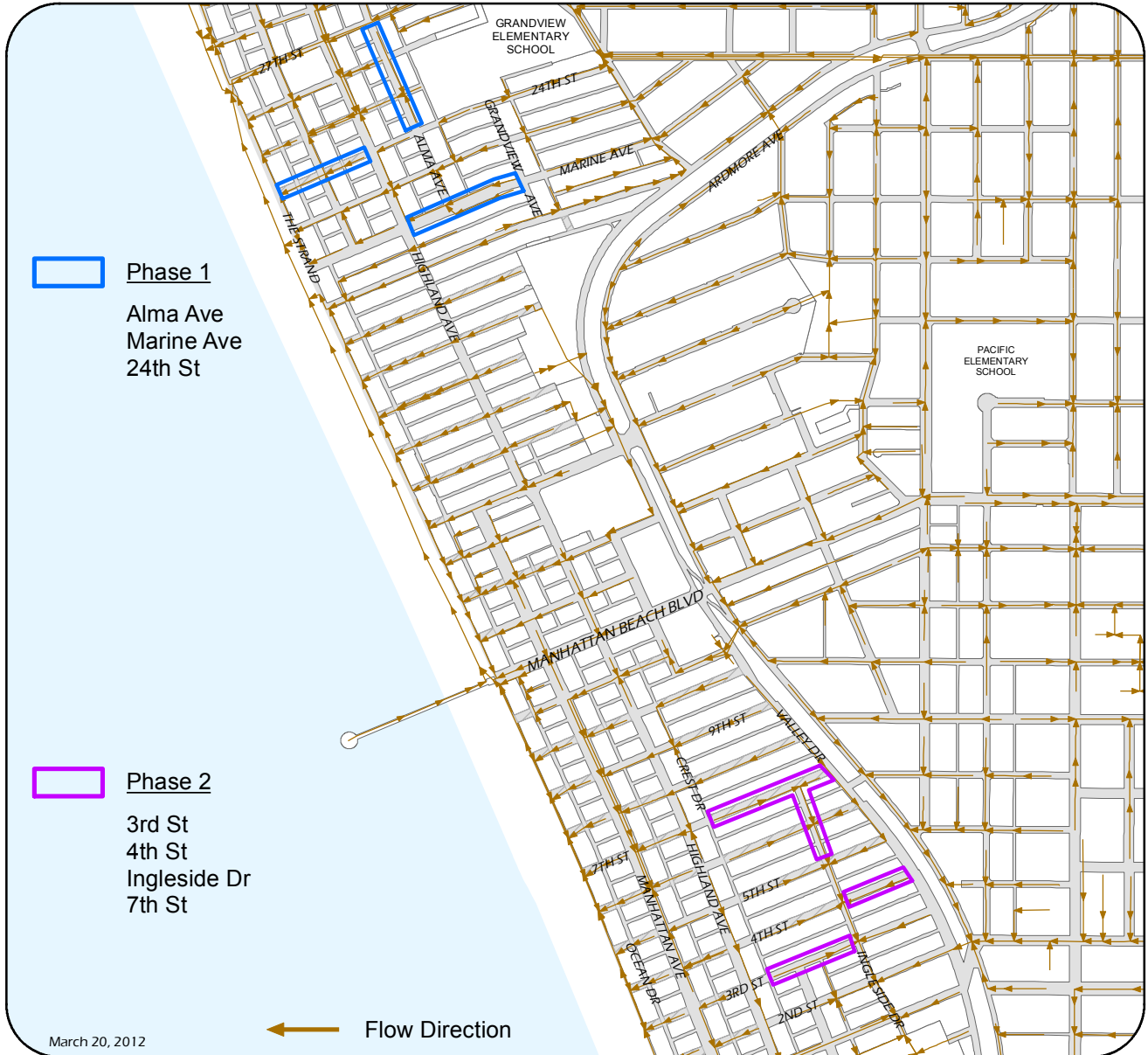
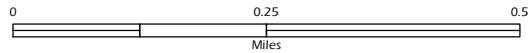
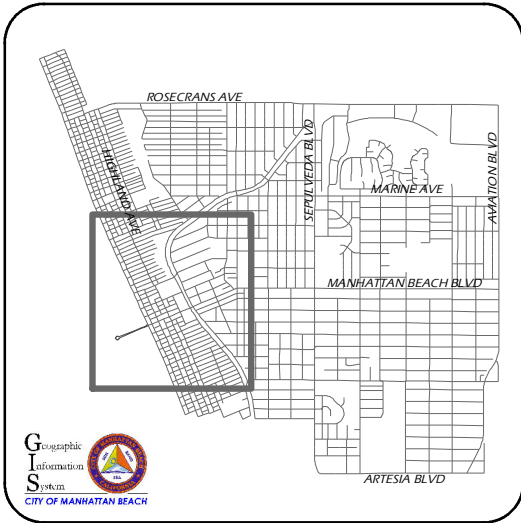
xc: Henry Mitzner, Controller  
Jeanne D. O'Brien, Senior Accountant  
Julie Chan, Accountant

# City of Manhattan Beach 2010 - 2011 Sewer Main Rehabilitation Project



May 17, 2011

# City of Manhattan Beach 2011 - 2012 Sewer Main Rehabilitation Project Phase 1 & Phase 2



March 20, 2012



# MNR Construction, Inc.

Via Electronic Mail and Fed Ex

February 20, 2012

Mr. Steven James Finton, PE  
City Engineer  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, Ca 90266

Subject: 2011-2012 Sewer Main Rehabilitation Project (Phase 1 Mainline Replacements)

Re: Bid Withdrawal

Dear Mr. Finton:

After further review of the bid results from the "2011-2012 Sewer Main Rehabilitation Project (Phase 1 Mainline Replacements)" publicly opened on February 16, 2012 at the City of Manhattan Beach City Hall, we have determined there was an error in our transferring of the numbers from our bid tabulation to our bid proposal. On bid item No.'s 4, 16 and 28 there should be an added zero to the end of the dollar figure resulting shifting all numbers to the left thereby placing them into the hundred-thousand column making the combined bid item totals a difference of \$356,850.00, therefore our total bid proposal would be: \$1,268,750.00.

As a result, we are hereby rescinding our submitted bid documents and ask that you eradicate our company from being considered as a candidate for contracting on the aforementioned project. Please relieve us of any further contractual documentation in conjunction with the referenced project due to a critical error and oversight in our transposition. A response in writing is requested at your earliest convenience.

I have attached a copy of our Estimator's take-off which you can compare with the submitted bid proposal received at the public opening. A hard copy of this document will be sent to your office via Fed Ex overnight courier service. On behalf of MNR Construction, Inc., I thank you for your time and consideration.

Sincerely,

Elizabeth Torrez  
Director of Operations  
MNR Construction, Inc.  
[Elizabeth@MNRConst.com](mailto:Elizabeth@MNRConst.com)



CONTRACTOR'S PROPOSAL

To the City Council of the City of Manhattan Beach:

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all the work required to complete said work prior to or upon the expiration of 105 working days in accordance with Drawing No. S-255, Sheets 1 to 9, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>A) MARINE AVENUE*</b>				
1.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS		25,400.
2.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS		1,530
3.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS		3,800.?
4.	Saw-cut, Remove & Reconstruct/Repair/ Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS		183,700.*
5.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	4 EA	4,200	6,800
6.	Construct 8" VCP Sewer per Plan.	765 LF	118.	90,270.
7.	Remove and Reconstruct Curb Ramp, Curb & Gutter, and Sidewalk. Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	6,200.	6,200
8.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	45 EA	1,980	89,100.
9.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	10 EA	1,200	12,000
10.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	1,400	1,400
11.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	5 EA	1,200	6,000.
12.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline only.	7,800 SF	6.80	53,040
A) Marine Ave (Sheets 4 & 5) SUB-TOTAL ITEMS 1 - 12:				

(CONTINUED ON NEXT PAGE)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>B) ALMA AVENUE*</b>				
13.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS		22,400.00
14.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS		1,350.00
15.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS		2700.00
16.	Saw-cut, Remove & Reconstruct/Repair/Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS		23,800.00
17.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	3 EA	4,200	12,600.00
18.	Construct 8" VCP Sewer per Plan.	675 LF	118.00	79,650.00
19.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	25 EA	1,980.00	49,500.00
20.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	1,420.00	1,420.00
21.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	3 EA	1,200.00	3,600.00
22.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline only.	7,100 SF <del>7,100</del>	7.30	51,830.00
23.	Construct 5" PCC pavement (25 <sup>th</sup> ST walkway) on Compacted Native.	210 SF	15.80	3,318.00
24.	Construct PCC longitudinal Gutter per City of M.B. Std. Drawing ST-12, as required.	495 LF <del>495</del>	38.00	18,810.00
B) Alma Ave (Sheets 6 & 7) SUB-TOTAL ITEMS 13 - 24:				
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>A) 24<sup>th</sup> STREET*</b>				
25.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS		10,892
26.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS		1,150.
27.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS		2,300.
28.	Saw-cut, Remove & Reconstruct/Repair/Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS		89,000.*
29.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	4 EA	4,400.	17,600
30.	Construct 8" VCP Sewer per Plan.	575 LF	138.	79,350
31.	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	1,200.	1,200.
32.	Remove & Dispose of existing Storm Drain Manhole Box and Reconstruct Manhole Pipe to Pipe Structure per Plan. Reconnect and modify existing RCP connector, as req'd.	2 EA	6,800.	13,600
33.	Remove & Dispose of existing Catch Basin Structure and Reconstruct Catch Basin, adjacent Curb & Gutter and Local Depression.	1 EA	6,300	6,300
34.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	15 EA	1,980	29,700.
35.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	17 EA	1,800.	30,600
36.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	1,300.	1,300
37.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	3 EA	1,200.	3,600
38.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline.	1,400 SF	9.20	12880.
39.	Construct 5" PCC walkway pavement on Compacted Native. Including ramps, curb & gutter and sidewalk areas.	7,200 SF	8.80	63,360
40.	Construct 6" Reinforced PCC walkway (The Strand) pavement on Compacted Native.	340 SF	18.	6,120.
A) 24 <sup>th</sup> Street (Sheets 8 & 9) SUB-TOTAL ITEMS 25 - 40:				
(CONTINUED ON NEXT PAGE)				

41.	Coordinate Gas Line Relocation with Gas Company, including Removals, Excavation and Shoring; as required.	1 LS		4000.
42.	Post-Installation Video Inspection of all mainline locations (DVD format; see Sewer Note No. 21, sheet 2)	1 LS		2000.
43.	Install Centerline Tie. Set and Furnish Technical Description.	12 EA	250.	3000.
44.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to-Exceed	\$15,000.00
TOTAL BASE BID (ITEMS 1-44):				
* SEE SECTIONS 2-6 THROUGH 2-6.4 OF THE GENERAL PROVISIONS				

Total Bid Cost in Figures: \$ \_\_\_\_\_

Total Bid Cost in Writing: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of Contractors, License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

(If an individual, so state. If a firm or copartnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

\_\_\_\_\_  
(Name of Company or Corporation)

\_\_\_\_\_  
(Address)

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State) (Zip)

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Via Electronic Mail and Fed Ex

February 27, 2012

Gilbert Gamboa  
Senior Civil Engineer  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, Ca 90266

Subject: 2011-2012 Sewer Main Rehabilitation Project (Phase 1 Mainline Replacements)

Re: Response to Request for Additional Bid Information

Dear Mr. Gamboa:

In response to your correspondence requesting additional information to be furnished from our estimator's take-off., attached you will find the information used to complete the total of the bid items which is also reflected on the attachment of our bid withdrawal.

MNR Construction, Inc. feels the information provided in the original withdrawal combined with the requested information attached should be in alignment with Public Contract Code Section 5103 in that:

- A. A mistake was made when transferring numbers (as shown in paragraph 1 of letter dated February 20).
- B. The City of Manhattan Beach was notified within five working days (as noted in paragraph 1 of letter dated February 20).
- C. The mistake mentioned in item A made the bid material different than intended to be (as noted in paragraph 1 of letter dated February 20).
- D. The mistake was made in filling out the bid and not due to error in judgment – as shown when comparing attachment to letter dated February 20, 2012 with bid proposal submitted on February 16, 2012 and also when compared to document attached to this correspondence.

Should you have any further questions regarding the aforementioned information or supplemental documentation provided prior to this date, please do not hesitate to contact our office. On behalf of MNR Construction, Inc., I thank you for your time and consideration.

Sincerely,



Elizabeth Torrez

Director of Operations

MNR Construction, Inc.

[Elizabeth@MNRConst.com](mailto:Elizabeth@MNRConst.com)

Marine Avenue:

Extend sewer lateral / connections on private property (45 each) - about \$4,860 per each?

23 laterals x 4,850

6 - " - x 2,650

11 - " - x 2,000

Reconnect (or reconstruct?) - about \$1,000 each  
10 each

= 123,700

Alma Avenue:

Extend sewer lateral / connections on private property (25 each) - about 4,950 per each or more

12 laterals x 4,950

8 laterals x 4,300

5 laterals x 6,000

= 123,800

24th Street:

Extend sewer lateral / connections on private property (15 each) - about \$5,000 per each?

4 laterals x 5,000

1 - " - x 6,000

10 - " - x 4,900

Reconnect (or reconstruct?) - about \$1,000 per each?  
17 each

= 17,000

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Talk to Buce if he can get done  
for this price.... stone, tile, color

---

add more money for walls on  
24<sup>th</sup> Street?

(Talk to Robert after work)

---

Irrigation, grass, .....

(Talk to Martin already)

SPECIFICATION AND CONTRACT DOCUMENTS  
FOR  
CITY OF MANHATTAN BEACH, CALIFORNIA

**2011-2012 Sewer Main Rehabilitation Project**  
**(Phase 1 Mainline Replacements)**



PLAN NO. S-255  
Sheets 1 to 9

Completion: 105 Working Days

PUBLIC WORKS DEPARTMENT  
Engineering Division  
1400 Highland Avenue  
Manhattan Beach, California 90266  
**PROJECT MANAGER: GILBERT GAMBOA**  
Telephone: (310) 802-5356

STAMP:



Approved by:

A handwritten signature in black ink, appearing to be "S. J. Finton", written over a horizontal line.

Steven James Finton, PE  
City Engineer





City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795  
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

**AMENDMENT No. 1**  
to  
**Specification and Contract Documents**  
for  
**City of Manhattan Beach, California**  
**2011-2012 Sewer Main Rehabilitation Project**  
**(Phase 1 Mainline Replacements)**

Part 1 - Proposal Requirements, Section (g), Award of Contract terms are amended as follows:

- g) Award of Contract – The award of the contract, if it be awarded\*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer’s estimate of quantities of work to be done. \*See Paragraph (k) below.

All other provisions of the original Specification and Contract documents shall remain unchanged and enforceable.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

**CONTRACTOR:** Ramona, Incorporated

By [Signature] 3-8-12  
signature Date

**CITY OF MANHATTAN BEACH:**

By \_\_\_\_\_  
City Manager Date  
David N. Carmany

ATTEST:

\_\_\_\_\_  
City Clerk (stamp) Date

APPROVED AS TO FORM:

[Signature] 3-11-12  
City Attorney Date

[Signature] 3-12-12  
Public Works Approval Date



City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795  
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

**2011-2012 SEWER MAIN REHABILITATION PROJECT, PHASE 1  
PLAN NO. S-255**

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

This Addendum shall take precedence over any conflicting information contained either in the plans or specifications of the 2011-2012 Sewer Main Rehabilitation Project, Phase 1. Bidders shall incorporate the information contained in this Addendum in their bids, conform to all of the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum No. 1


1. Plan Sheets 8 and 9 revised as noted with Revision 1.
2. Contractor's Proposal Page 6b, Line Item No. 39: Quantity revised to 7,200 SF
3. Contractor's Proposal Page 6c, Line Item Added/Inserted regarding Coordination of Gas Line Relocation. Line Items renumbered 41 through 44.

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

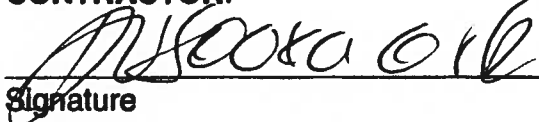
Any questions regarding this matter should be directed to the Engineer prior to bid opening.

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

**CITY OF MANHATTAN BEACH:**

By  2/1/12  
Steven James Finton, PE Date  
City Engineer

**CONTRACTOR:**

By  2/16/12  
Signature Date

CITY OF MANHATTAN BEACH  
SPECIAL PROVISIONS

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<b>Part 1</b>		<b><u>General Provisions</u></b>
1		Terms, Definitions, Abbreviations & Symbols
2		Scope and Control of Work
3		Changes in the Work
4		Control of Materials
5		Utilities
6		Prosecution Progress & Acceptance of Work
7		Responsibilities of the Contractor
8		Facilities and Agency Personnel
9		Measurement and Payment
10		Special Project Site Maintenance and Public Convenience and Safety
11		Construction and Demolition Waste Management Plan
<b>Part 2</b>		<b><u>Construction Materials</u></b>
<u>200</u>		<u>Rock Materials</u>
	200-2	Untreated Base Materials
	200-2.1	General
<u>201</u>		<u>Concrete Mortar and Related Materials</u>
	201-1	Portland Cement Concrete
	201-1.1	Requirements
	201-1.1.1	General
	*201-1.1.2	Concrete Specified by Class
	*201-1.1.4	Concrete Specified by Compressive Strength
<u>203</u>		<u>Bituminous Materials</u>
	203-6	Asphalt Concrete
	203-6.1	General
<u>207</u>		<u>Pipe</u>
	207-2	Reinforced Concrete Pipe
	207-2.9	Basis of Acceptance
	207-2.9.2	D-Load Test
	207-8	Vitrified Clay Pipe
	207-8.1	General
<u>210</u>		<u>Paint and Protective Coatings</u>
	210-1	Paint
	210-1.5	Paint Systems
	210-1.6	Paint for Traffic Striping, Pavement Marking & Curb Marking
	210-1.6.1	General
	210-1.6.2	Thermoplastic Paint, State Specifications
	210-1.6.3	Rapid Dry White, Yellow, or Black Traffic Line Paint
	210-1.6.4	Ready-Mixed Traffic Stripe Paints
	210-1.6.5	Reflective Material
	210-1.6.6	Air Pollution
	210-1.7	Test Reports and Certification
<b>Part 3</b>		<b><u>Construction Methods</u></b>
<u>300</u>		<u>Earthwork</u>
	300-1	Clearing and Grubbing
	300-1.3	Removal and Disposal of Materials
	300-1.3.2	Requirements
	300-1.3.2b	Concrete Pavement
	300-1.3.2c	Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections
	300-2	Unclassified Excavation
	300-2.1	General
	300-2.9	Payment

SPECIAL PROVISIONS  
(Continued)

<u>Section</u>	<u>Subsection</u>	<u>Description</u>
<b>Part 3 (continued)</b>		
<u>301</u>		<u>Construction Methods</u>
		<u>Treated Soils, Subgrade, Placement of Base</u>
	301-1	Subgrade Preparation
	301-1.6	Adjustment of Manhole Frame & Cover Sets to Grade
	*301-1.6.1	Adjustment of Meter, Valve, & Survey Monument Covers to Grade
	301-1.7	Payment
	301-2	Untreated Base
	301-2.2	Spreading
<u>302</u>		<u>Roadway Surfacing</u>
	302-5	AC Pavement
	302-5.1	General
	*302-5.1.1	Surface Preparation (AC Pavement)
	*302-5.1.2	Traffic Signal Loop Detectors
	302-5.2	Cold Milling Asphalt Concrete Pavement
	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
	302-5.6.2	Density & Smoothness
	302-5.8	Manholes and Valve Covers (and Other Structures)
	*302-5.8.1	Adjust Valve Covers to Grade
	*302-5.8.2	Measurement & Payment for Manhole & Valve Covers
<u>303</u>		<u>Concrete and Masonry Construction</u>
	303-5	Concrete Curbs, Walks, Gutters, Cross-Gutters, Alley Intersections, Access Ramps and Driveways
	303-5.1	Requirements
	303-5.1.1	General
	303-5.6	Curing
	*303-5.10	Removal and Disposition of Material
	*303-5.11	Recycling of Concrete Removals
<u>306</u>		<u>Underground Conduit Construction</u>
	306-1	Open Trench Operations
	306-1.1	Trench Excavation
	306-1.1.1	General
	306-1.1.2	Maximum Length of Open Trench
	306-1.1.3	Maximum and Minimum Widths of Trench
	*306-1.1.7	Temporary Fencing
	306-1.2	Installation of Pipe
	306-1.2.1	Bedding
	*306-1.2.14	Sanitary Sewer Protection
	*306-1.2.15	Conveyance of Sewer Flows
	*306-1.2.16	Sewer Encasement at Water Main Crossings
	306-1.3	Backfill and Densification
	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
	306-5	Abandonment of Conduits and Structures
	306-7	Curb Drains
	306-9	Record Drawings
	306-9.1	Record Drawing Markups

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

CITY OF MANHATTAN BEACH  
PROJECT SPECIFICATIONS

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CITY OF MANHATTAN BEACH  
STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

\* \* \* \*

SEALED PROPOSALS will be received at the office of the City Clerk, City Hall, City of Manhattan Beach, California, until 11:00 a.m. on Thursday, February 16, 2012, at which time they will be publicly opened and read, for performing work as follows:

**2011-2012 Sewer Main Rehabilitation Project, Phase 1 (Mainline Replacements) per Plan No. S-255, Sheets 1 through 9, and the Specifications prepared thereof, which are on file with the Public Works Department.**

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

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 Office of the Director of Public Works, 1400 Highland Avenue, Manhattan Beach, California. A non-refundable deposit for the plans and specifications may be charged as determined by the Engineer.

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

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

Dated: \_\_\_\_\_

1-11-12

LIZA TAMURA, City Clerk  
City of Manhattan Beach



PART 1

PROPOSAL REQUIREMENTS

(a) General Information

The City Clerk of the City of Manhattan Beach, California, will receive at its office at the City Hall, 1400 Highland Avenue, Manhattan Beach, California, until 11:00 a.m. on Thursday, February 16, 2012, sealed proposals for:

**2011-2012 Sewer Main Rehabilitation Project, Phase 1 (Mainline Replacements) per Plan No. S-255, Sheets 1 through 9, and the Specifications prepared thereof, which are on file with the Public Works Department.**

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

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

(c) Proposal Form

All proposals must be made upon blank forms to be obtained from the Public Works Department in the City Hall. All proposals must give the prices proposed, both in writing and figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by firm or partnership, the name and post office address of each member of the firm or partnership must be shown.

If made by corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer. Each bidder shall also submit with his proposal a List of Subcontractors and Contractor's Questionnaire as required and referred to in the contract documents.

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

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

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



(e) Interpretation of Contract Documents

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

(f) Bidder's Guaranty

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

(g) Award of Contract

The award of the contract, if it be awarded\*, will be to the lowest responsible bidder whose proposal complied with all the requirements described. The award, if made, will be made within 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

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 105 working days in accordance with Drawing No. S-255, Sheets 1 to 9, Specifications and Special Provisions, for the unit price or lump sum as set forth in the following schedule:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>A) MARINE AVENUE*</b>				
1.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	15,000-	15,000-
2.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS	2,500-	2,500-
3.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS	15,000-	15,000-
4.	Saw-cut, Remove & Reconstruct/Repair/Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS	10,000-	10,000-
5.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	4 EA	8,500-	34,000-
6.	Construct 8" VCP Sewer per Plan.	765 LF	220-	168,300-
7.	Remove and Reconstruct Curb Ramp, Curb & Gutter, and Sidewalk. Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	5,000-	5,000-
8.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	45 EA	4,000-	180,000-
9.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	10 EA	750-	7,500-
10.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	500-	500-
11.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	5 EA	1,200-	6,000-
12.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline only.	7,800 SF	3-	23,400-
A) Marine Ave (Sheets 4 & 5) SUB-TOTAL ITEMS 1 - 12:				
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>B) ALMA AVENUE*</b>				
13.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	5,000-	5,000-
14.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS	1,500-	1,500-
15.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS	5,000-	5,000-
16.	Saw-cut, Remove & Reconstruct/Repair/Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS	10,000-	10,000-
17.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	3 EA	8,500-	25,500-
18.	Construct 8" VCP Sewer per Plan.	675 LF	200-	135,000-
19.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	25 EA	1,500-	37,500-
20.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	500-	500-
21.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	3 EA	1,500-	4,500-
22.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline only.	7,100 SF	4-	28,400-
23.	Construct 5" PCC pavement (25 <sup>th</sup> ST walkway) on Compacted Native.	210 SF	10-	2,100-
24.	Construct PCC longitudinal Gutter per City of M.B. Std. Drawing ST-12, as required.	495 LF	3-	1,485-
B) Alma Ave (Sheets 6 & 7) SUB-TOTAL ITEMS 13 - 24:				
(CONTINUED ON NEXT PAGE)				

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
<b>C) 24<sup>th</sup> STREET*</b>				
25.	Mobilization and Traffic Control (See Section 2-6 of the General Provisions)	1 LS	5,000-	5,000-
26.	Perform Pre-Construction Video Inspection (with Beacon) of existing Sewer Mainline and Surface Locate Laterals.	1 LS	1,000-	1,000-
27.	Trench Shoring (conventional and/or custom) including Support and Protect in Place All Existing Improvements	1 LS	5,000-	5,000-
28.	Saw-cut, Remove & Reconstruct/Repair/Replace In-Kind Existing AC/PCC Pavement; Decorative, Stamped or Integral Colored Paving (various materials); Fencing/Walls and Footings; Landscaping/Irrigation and Any And All Existing Improvements and Appurtenances disturbed by Construction Activities.	1 LS	10,000-	10,000-
29.	Construct Sewer Manhole with Plastic Steps and Cover per Plan.	4 EA	8,500-	34,000-
30.	Construct 8" VCP Sewer per Plan.	575 LF	200-	115,000-
31.	Connect to and Modify Existing Sewer Manhole per Plan.	1 EA	1,200-	1,200-
32.	Remove & Dispose of existing Storm Drain Manhole Box and Reconstruct Manhole Pipe to Pipe Structure per Plan. Reconnect and modify existing RCP connector, as req'd.	2 EA	1,500-	3,000-
33.	Remove & Dispose of existing Catch Basin Structure and Reconstruct Catch Basin, adjacent Curb & Gutter and Local Depression.	1 EA	7,500-	7,500-
34.	Extend Existing Sewer Lateral to Proposed Sewer and Connect to New 8"x6" Wye. Reconstruct Lateral as Required.	15 EA	4,000-	60,000-
35.	Remove Interfering Portion of Existing Sewer Lateral and Reconnect to New 8"x6" Wye. Reconstruct Lateral as Required. Cap Abandoned Lateral.	17 EA	750-	12,750-
36.	Abandon existing VCP Sewer. Fill with Sand and Seal Ends.	1 LS	500-	500-
37.	Remove/Abandon Existing Sewer Manhole and/or Cleanout Box. Seal Inlets & Outlet. Fill with Sand and Reconstruct Surface to Match Existing.	3 EA	1,200-	3,600-
38.	Construct AC pavement restoration per City M.B. Std. Drawing ST-10 (Class B-PG 64-10 Base Course and Class C2-PG 64-10 Finish Course) for Proposed Sewer Mainline.	1,400 SF	5-	7,000-
39.	Construct 5" PCC walkway pavement on Compacted Native. Including ramps, curb & gutter and sidewalk areas.	7,200 SF	6-	43,200-
40.	Construct 6" Reinforced PCC walkway (The Strand) pavement on Compacted Native.	340 SF	10-	3,400-
C) 24 <sup>th</sup> Street (Sheets 8 & 9) SUB-TOTAL ITEMS 25 - 40:				

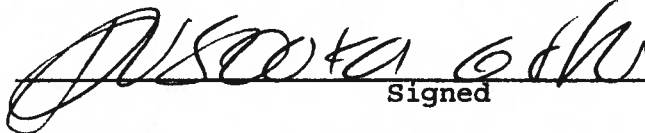
(CONTINUED ON NEXT PAGE)

41.	Coordinate Gas Line Relocation with Gas Company, including Removals, Excavation and Shoring; as required.	1 LS	<del>2,000-</del>	<del>2,000-</del>
42.	Post-Installation Video Inspection of all mainline locations (DVD format; see Sewer Note No. 21, sheet 2)	1 LS	<del>2,000-</del>	<del>2,000-</del>
43.	Install Centerline Tie. Set and Furnish Technical Description.	12 EA	<del>250-</del>	<del>3,000-</del>
44.	Special project site maintenance and public convenience and safety (not to exceed price if for comparison of bids only and may not be the final payment, complete). See Section 10 of Specifications.	1 LS	Not-to-Exceed	\$15,000.00
TOTAL BASE BID (ITEMS 1-44):				1,057,835 <sup>00</sup>
* SEE SECTIONS 2-6 THROUGH 2-6.4 OF THE GENERAL PROVISIONS				

Total Bid Cost in Figures: \$ 1,057,835<sup>00</sup>

Total Bid Cost in Writing: \$ One million fifty seven thousand eight hundred thirty five dollars

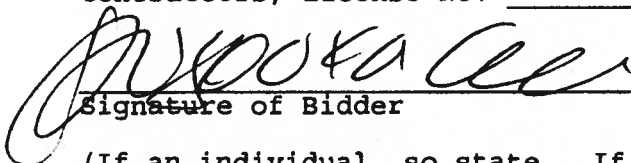
The undersigned represents that this is a balanced bid and that the overhead and profit have been evenly distributed.

  
Signed

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of Manhattan Beach.

Licensed in accordance with an act providing for the registration of

Contractors, License No. 850299 A

 Signature of Bidder V. PRESIDENT Title

(If an individual, so state. If a firm or copartnership, state the firm name and give the names of all individuals copartners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.)

RAMONA, INC.  
(Name of Company or Corporation)

302 N. FIRST AVE., STE. # 1  
(Address)

Dated: 2/16, 2012

ARCADIA, CA 91006  
(City) (State) (Zip)

**STATISTICAL INFORMATION ON CONTRACTOR**

**2011-2012 Sewer Main Rehabilitation Project, Phase 1**

**Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers or bidders responding to this solicitation must return this form for proper consideration of their proposal or bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, a proposer/bidder will be selected without regard to gender, race, creed, or color. Categories listed below are based upon those described in 49 CFR §23.5.

**TYPE OF BUSINESS ENTITY:** CORPORATION  
 (Corporation, Partnership, Joint Venture, Sole Proprietorship, etc.)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** 22

**CULTURAL/ETHNIC COMPOSITION OF FIRM Owners, Partners, Associate Partners, Managers, Staff, etc.).**  
 Please break down the total number of employees in your firm into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			16
Asian American			1
American Indian/Alaskan Native			
All Others	2		3

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

Men	1		17
Women	1		3

**PERCENTAGE OF OWNERSHIP IN FIRM**

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

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

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISE** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.) YES \_\_\_\_\_ NO \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

**FIRM NAME:** RAMONA, INC.

**SIGNED:** [Signature] **TITLE:** V. PRESIDENT

**DATE:** 2/16/2012

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID  
2011-2012 Sewer Main Rehabilitation Project, Phase 1

State of CALIFORNIA )  
County of LOS ANGELES ) ss.

I, DUSANKA GRBAVAC, being first duly sworn, deposes and says  
that he or she

is VICE PRESIDENT of RAMONA, INC. the  
party making the foregoing bid that the bid is not made in the interest of, or  
on behalf of, any undisclosed person, partnership, company, association,  
organization, or corporation; that the bid is genuine and not collusive or  
sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly  
colluded, conspired, connived, or agreed with any bidder or anyone else to put  
in a sham bid, or that anyone shall refrain from bidding; that the bidder has  
not in any manner, directly or indirectly, sought by agreement, communication,  
or conference with anyone to fix the bid price of the bidder or any other  
bidder, or to fix any overhead, profit, or cost element of the bid price, or  
of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that  
all statements contained in the bid are true; and, further, that the bidder  
has not, directly or indirectly, submitted his or her bid price or any  
breakdown thereof, or the contents thereof, or divulged information or data  
relative thereto, or paid, and will not pay, any fee to any corporation,  
partnership, company association, organization, bid depository, or to any  
member or agent thereof to effectuate a collusive or sham bid.

Bidder RAMONA, INC.  
By [Signature]  
Title V. PRESIDENT  
Organization Ramona Inc.  
Address 302 N. FIRST AVE., STG. # 1, ARCADIA, CA 91006

Subscribed and sworn to before me this 16TH day of FEBRUARY  
20 12



[Signature]

Notary Public in and for the State of CALIFORNIA

My commission expires MAY 19, 2015



CONTRACTOR'S QUESTIONNAIRE

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

Re: 2011-2012 Sewer Main Rehabilitation Project, Phase 1

Submitted by RAMONA, INC.

Principal Office 302 N. FIRST AVE., STE. #1, ARCADIA, CA 91006

Telephone 626-355-1350

Type of Firm: Corporation  Co-Partnership

Individual

Contractor's License No. 850299 A

If a corporation, answer these questions:

Date of incorporation 6/28/2004

State of incorporation CALIFORNIA

President's name MLADEN GRBAVAC

Vice President's name DUSANKA GRBAVAC

Secretary or Clerk's name DUSANKA GRBAVAC

Treasurer's name MLADEN GRBAVAC

If a co-partnership, answer these questions:

Date of organization \_\_\_\_\_

Name and Address of all partners \_\_\_\_\_

Number of years experience as a Contractor in construction work: 32

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

(SSRP) UOI MARINA FWY & WESTCHESTER PKWY Phone: 213-847-5077

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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

SEE ATTACHED. Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

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

If so, when? \_\_\_\_\_

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



**RAMONA, INC.**

**General Engineering Contractor**

**P.O. Box 660219, Arcadia, CA 91006  
Office: (626) 355-1350 Fax: (626) 355-5946**

**PROJECT:** Buchanan Relief Sewer  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015  
**CONTACT PERSON:** Stephen Chao (213) 485-4579  
**CONTRACT AMOUNT:** \$2,804,945.00

**PROJECT:** S09 Imperial HWY and Figueroa St  
Secondary Sewer Renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015  
**CONTACT PERSON:** Lynn Hanami-Cummings (310) 732-4693  
**CONTRACT AMOUNT:** \$1,612,281.00

**PROJECT:** C09B Sunset Blvd. and Amalfi Dr.  
Secondary Sewer Renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015  
**CONTACT PERSON:** David Ventura (213)487-0293  
**CONTRACT AMOUNT:** \$1,426,004.00

**PROJECT:** H01Olympic Blvd. and Spaulding Ave.  
Secondary Sewer renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015  
**CONTACT PERSON:** Richard Carbajal (213) 485-1695  
**CONTRACT AMOUNT:** \$1,037,047.00

**PROJECT:** Odor Control Hollydale Drive  
Local Sewer Addition  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015  
**CONTACT PERSON:** Stephen Chao (213) 485-4579  
**CONTRACT AMOUNT:** \$892,650.00



## **RAMONA, INC.**

**General Engineering Contractor**

**P.O. Box 660219, Arcadia, CA 91006  
Office: (626) 355-1350 Fax: (626) 355-5946**

**PROJECT:** Pixley Street Sewer Improvements  
City of Orange  
Department of Public Works  
300 E Chapman Ave  
Orange, Ca. 92866

**CONTACT PERSON:** Alan Truong (714) 744-5568  
**CONTRACT AMOUNT:** \$90,500.00

**PROJECT:** U19A Rochester and Beverly Glen  
Secondary Sewer Renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015

**CONTACT PERSON:** Lynn Hanami-Cummings (310) 732-4693  
**CONTRACT AMOUNT:** \$3,460,668.00

**PROJECT:** Super Expedited Wastewater Emergency Repair for Sewers.  
Sewers 4 SWC01124  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015

**CONTACT PERSON:** Jon Haskett ( 213) 485-5864  
**CONTRACT AMOUNT:** \$20,000,000.00

**PROJECT:** H26B Los Feliz Blvd. and Riverside Dr.  
H26C Sanborn Ave and Griffith Park  
Secondary Sewer Renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015

**CONTACT PERSON:** Bryan Choort (213) 487-03-07  
**CONTRACT AMOUNT:** \$1,395,087.00

**PROJECT:** P18B Verdugo Rd and Ave 33.  
Secondary Sewer Renewal Program  
City of Los Angeles Department of Public Works  
1149 S Broadway  
Los Angeles, CA 90015

**CONTACT PERSON:** Carla Rinehart (213) 847-0366  
**CONTRACT AMOUNT:** \$1,720,485.00



BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Ramona, Inc., as principal, and  
International Fidelity Insurance Company, as surety are held  
and firmly bound unto the City of Manhattan Beach in the sum of

Ten Percent of the Total Amount of the Bid Dollars, (\$ 10% ),  
to be paid to the said City or its certain attorney, its successors and  
assigns; for which payment, well and truly to be made, we bind ourselves, our  
heirs, executors and administrators, successors or assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden \_\_\_\_\_  
Ramona, Inc.

to construct 2011-2012 Sewer Main Rehabilitation Project, Phase 1 (Mainline  
Replacements), Per Plan No. S-259, Sheets 1 through 9

dated February 16, 2012 is accepted by the City of Manhattan  
Beach, and if the above bounden Ramona, Inc.

his heirs, executors, administrators, successors and assigns, shall duly enter  
into and execute a contract for such construction, and shall execute and  
deliver the two bonds described within ten days (not including Sunday) from  
the date of the mailing of a notice to the above bounden Ramona, Inc. by and  
from the said City of Manhattan Beach that said contract is ready for  
execution, then this obligation shall become null and void; otherwise it shall  
be and remain in full force and virtue; provided, however, that if Principal  
shall, prior to the mailing of a notice of being awarded the contract notify  
City of its unwillingness to perform under its bid submittal or request relief  
from its bid without legal justification, City shall be relieved of any  
obligation to formally award the contract to Principal and City's rights  
hereunder shall not be affected by its failure to formally award the contract.

IN WITNESS WHEREOF, we hereunto set our hands and seals this  
day of

February 10, 2012.

Ramona, Inc.  
by [Signature]  
Dusana G. Gouveia, Vice President

International Fidelity Insurance Company  
by [Signature]  
Emily Preclada, Attorney-In-Fact

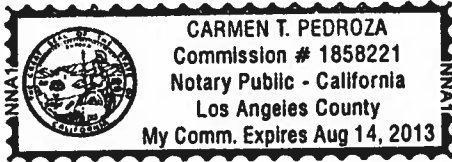
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 2/10/12 before me, Carmen T. Pedroza, Notary Public

personally appeared Emily Preciado, Attorney In Fact



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

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

WITNESS my hand and official seal.

Signature Carmen T. Pedroza  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**CARMEN T. PEDROZA, MARSHALL ROSE, EMILY PRECIADO**

Sierra Madre, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of Feb., 2012

Assistant Secretary

# ALL-PURPOSE NOTARY CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

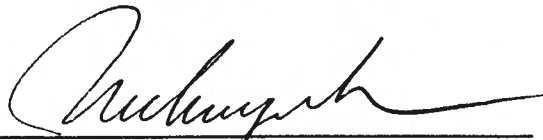
COUNTY OF LOS ANGELES

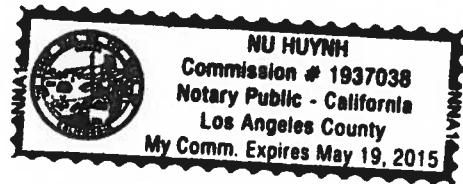
On February 16, 2012 before me, Nu Huynh - Notary Public,  
(here insert name and title of the officer)  
a Notary Public, personally appeared Dusanka Grbavac

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

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



(Notary Seal)

## OPTIONAL ENTRIES

Title or Type of Document: \_\_\_\_\_

Name of Other Party(ies) Involved: \_\_\_\_\_

Date of Document: \_\_\_\_\_ No. of Pages: \_\_\_\_\_ Type of ID. Used: \_\_\_\_\_

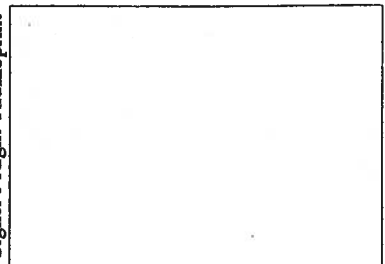
Signer's Capacity: ( ) Individual(s) ( ) Authorized Officer

Company Represented: \_\_\_\_\_

Officer's Title: \_\_\_\_\_

Comments: \_\_\_\_\_

Signer's Right Thumbprint





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

THIS AGREEMENT, made and entered into this 20th day of MARCH 2012, by and between the CITY OF MANHATTAN BEACH, a municipal corporation, hereinafter referred to as "CITY" and RAMONA, INC., hereinafter referred to as "CONTRACTOR". City and Contractor hereby agree as follows:

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

**2011-2012 Sewer Main Rehabilitation Project, Phase 1 (Mainline Replacements)**

---

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

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

**Plan No. S-255, Sheets 1 through 9**

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

Total Cost In Figures: \$ 1,057,835.00

Total Cost In Writing: ONE MILLION, FIFTY-SEVEN THOUSAND, EIGHT HUNDRED THIRTY-FIVE

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.

