

Council Meeting of
July 13, 2010

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services and General Services- Award a contract for construction of the Lomita Right of Way Corridor Park Project.

Expenditure: \$ 888,986.59

RECOMMENDATION

Recommendation of the Community Services Director and the General Services Director that Council:

- 1) Award a contract to Environmental Construction Inc. for \$773,031.59 with a 10% contingency of \$77,303 for the construction of Lomita Right of Way Corridor Park Project (FEAP653).
- 2) Approve a 5% project management fee of \$38,652.
- 3) Approve a transfer of \$37,047 of Proposition 40 Grant funding from FEAP 340-Wilson Park Maintenance Building to FEAP 653-Lomita Right of Way Corridor Park.
- 4) Appropriate \$10,856 from the Parks and Recreation Open Space Fund to FEAP 653-Lomita Right of Way Corridor Park.

FUNDING- Funding is available in FEAP 653- Lomita Right of Way Corridor Park with the transfer of Proposition 40 grant funding from FEAP 340-Wilson Park Maintenance Building and the appropriation of Parks and Recreation Open Space Funds.

BACKGROUND

In 2007, City Council asked the Community Services Department to begin a project to develop the Lomita Right of Way property into a corridor park. Funding of \$700,000 had been identified for the project. The direction from Council was to gather community input as to what amenities should be included in the park and return in the future with a design concept and for additional funding, if necessary.

Staff conducted community meetings hosted by the Parks and Recreation Commission to gather input from the neighboring residents. Staff received overwhelming public support for a passive park, with minimal amenities included. A Landscape Architect was hired and preliminary construction estimates were developed. In January of 2010, staff presented the design concept as created by Land Concern, Ltd. Based on the construction estimates, staff requested an additional \$272,740 in grant funding, which Council Approved.

With the bidding process complete, the new total project cost for the Lomita Right of Way Corridor Park Project is \$1,020,643. With the transfer of Proposition 40 funds and the appropriation of Open Space Funding, this project will be fully funded.

ANALYSIS

Staff held a mandatory job walk on May 18th and opened 8 bids on June 17th, with bid results outlined below.

Oceanstate Development	\$ 667,614.93*
Environmental Construction Inc.	\$ 773,031.59
MG Enterprises Inc.	\$ 788,069.54
Bennett Landscape	\$ 836,239.00
Y & M Construction Inc.	\$ 838,143.80
G. Coast Construction	\$ 887,562.00
C.S. Legacy Construction	\$ 897,983.44
Elite Landscaping, Inc.	\$ 908,992.58

*Oceanstate Development withdrew their bid due to a clerical error.

The engineer's estimate was between \$730,000 to \$780,000. Staff reviewed the references, licenses, and bid and found Environmental Construction Inc. to be the lowest responsive bidder.

Staff are requesting Council approval of a transfer of \$37,047 from FEAP 340-Wilson Park Maintenance Building as this project will not be completed prior to the end of the grant period. The Maintenance Building project is currently being evaluated and will be included in forthcoming recommendations from staff. The \$37,047 represents the final balance of Proposition 40 funds in the project. Additionally staff are requesting the appropriation of \$10,856 from the Parks and Recreation Open Space Fund to FEAP653-Lomita Right of Way Corridor Park Project.

The construction costs are outlined below:

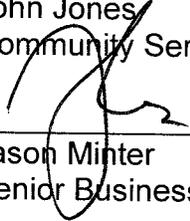
Construction	\$ 773,031.59
10% Contingency	\$ 77,303.00
Project Mgmt. Fee	\$ 38,652.00
County Storm Drain Fees	\$ 4,900.00

Edison Fees/Coordination	\$ 5,500.00
Engineering Services	\$ 15,000.00
<u>Water Meter Fees</u>	<u>\$ 3,500.00</u>
Total Construction Costs/Est.	\$ 917,886.59
<u>Current Expenditures</u>	<u>\$ 102,756.00</u>
Total Project Costs	\$1,020,642.59
<u>Current Project Budget</u>	<u>\$ 972,740.00</u>
Additional Appropriation/Transfer	\$ 47,902.59

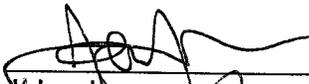
Staff are requesting a 10% contingency for this project due to the grant timeline and potential complications associated with the soil instability as it applies to the construction of the north/south perimeter walls. With the additional 5% contingency over typical contracts of this type, staff hope to expedite any necessary change orders quickly to avoid project delays that might jeopardize the project funding. Any unused funds will be returned to the Open Space Fund or applied to the grant if time allows.

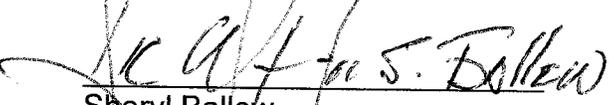
Respectfully submitted,

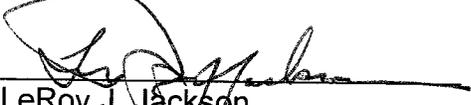
John Jones
Community Services Director

By 
Jason Minter
Senior Business Manager

CONCUR:


John Jones
Community Services Director


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Environmental Construction Contract Agreement

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of July 13, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Environmental Construction Inc., a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Lomita Right of Way Corridor Park Project;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Lomita Right of Way Corridor Park Project, Notice Inviting Bids No. B2010-09 (the "NIB"); and,
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ 773,031.59 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Community Services Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Farid Soroudi

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not

proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
 3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better,

unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt.

Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Environmental Construction Inc.
21550 Oxnard Street, Suite 1050
Woodland Hills, CA 91367

Fax: 818-703-9073

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
A Municipal Corporation

ENVIRONMENTAL CONSTRUCTION, INC.
A California Corporation

Frank Scotto, Mayor

Farid Soroudi, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL
B 2010-09

Company: Environmental Const, Inc.
Base Bid: 773,031.59

LOMITA RIGHT OF WAY CORRIDOR PARK PROJECT

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by Land Concern Ltd. for the lump sum bid as set forth in the following schedules.

Item	Description	Quantity	Unit	Price	Total
1	General Requirements (i.e. temp water, power, erosions control, construction fence, trailer, etc.)		LS		34,100.-
2	Field Engineering		LS		15,000.-
3	Demolition		LS		13,973.-
4	Rough Grading		LS		35,355.50
5	Entry Overhead & Pathway Sub-base Over Excavation and Import per soils report recommendations		LS		1,252.-
6	Irrigation System (Complete) Supply and install per plans and specifications	38,438SF	1.8		69,188.40
7	Fine Grading	38,438SF	0.02		844.64
8	Weed Abatement	38,438SF	0.01		422.82
9	Soil Prep per agronomic soils report	38,438SF	0.165		6,342.27
10	Groundcover Mulch Supply and install per plans and specifications	27,506SF	0.25		6,876.50
11	Turf (hydroseed)	10,932SF	0.1		1,202.52
12	Drainage System (Complete) Supply and install per Civil Engineer's plans and specifications		LS		23,195.00
13	Specimen Trees 36" Box Supply and install per plans and specifications	2EA	465		930.00
14	Specimen Trees 24" Box Supply and install per plans and specifications	26EA	160		4,160.-
15	Shrubs 5 Gallon Supply and install per plans and specifications	20EA	35		700.-
16	Shrubs 1 Gallon Supply and install per plans and specifications	960EA	4.5		4,320.-
17	Liners Supply and install per plans and specifications	5773EA	1.1		6,350.30
18	Vines 1 Gallon Supply and install per plans and specifications	100EA	6.00		600.00
19	Flowering Cherry (Installation Only)	31EA	33		1,023.-
20	Driveway addition @ Kathryn Ave. Supply and install per Civil Engineer's plans and specifications		LS		2,472.-
21	Pedestrian ramp @ Anza Ave. Supply and install per Civil Engineer's plans and specifications		LS		2,163.-

22	Concrete Interlocking Pavers Supply and install per plans and specifications	4.956SF	9.00	44,604.-
23	Concrete Paving Supply and install per plans and specifications	556SF	7.5	4,170.-
24	Decomposed Granite Pathway Supply and install per plans and specifications	500SF	2.8	1,400.-
25	Landscape Edging (bid conc. mow curb per details) Supply and install per plans and specifications	705LF	7.00	4,935.-
26	Full Height Masonry Walls at Property Line (Proto II) per plans and specifications	930LF	261	242,730.-
27	Full Height Pilasters at Property Line (Proto II) per plans and specifications	12EA	1,050	12,600
28	Low Masonry Walls at Property Line (Proto II) per plans and specifications	114LF	261	29,754.-
29	Tubular Steel Fence atop Low Walls at P.L. per plans and specifications	114LF	60.5	6,897.-
30	Low Pilasters at Property Line (Proto II) per plans and specifications	8EA	902	7,216.-
31	Removable Concrete Bollards Supply and install per plans and specifications	2EA	750	1,500.-
32	Decorative Posts at Entrance Fabricate and install per plans and specifications	47EA	235	11,045.-
33	30" Concrete Spheres Supply and install per plans and specifications	7EA	675	4,725.-
34	Benches Supply and install per plans and specifications	3EA	1,650	4,950.-
35	Trash Receptacles Supply and install per plans and specifications	3EA	1,900	5,700.-
36	Path Lighting Supply and install per plans and specifications (Include service connection and power for signage lighting as shown on plans)	10EA	7,128	71,280.-
37	Pet Station Supply and install per plans and specifications	1EA	550	550.-
38	Masonry Pilasters @ Anza Entry (bid pilaster with bowl and associated irrig./drainage, see 34b for bid alternate) Supply and install per plans and specifications	2EA	4,550	9,100.-
39	Masonry Pilasters @ Kathryn Entry Supply and install per plans and specifications	2EA	3,150	6,300.-
40	Pre-Manufactured Arbor atop Kathryn Entry Pilaster Supply and install per plans and specifications	1EA	28,000	28,000
41	Tot Lot Sub-base (Concrete) Supply and install per plans and specifications	1,250SF	3.5	4,375.-
42	Tot Lot Surface (Rubber) Supply and install per plans and specifications	1,250SF	11.7	14,625.-
43	Tot Lot Thickened Edge (Concrete) Supply and install per plans and specifications	164LF	12	1,968.-
44	Tot Lot Structure Supply and install per plans and specifications	EA	22,678	22,678.-
45	Landscape Maintenance Period 90 Days	41.376SF	0.02	951.65
46	Utility Coordination	LS	500	500

Total Bid:

773,031.59

Total Bid Written in Words:

Bid Alternates: seven hundred seventy three thousand three hundred thirty one dollars and fifty nine cents

34b Bid pilaster with conc. sphere as alternate (see detail) (ADD) 7,500 DEDUCT:

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Environmental Const, Inc
Contractor Name

[Signature] - Yared Soroude
Signer's Name and Title President

Date: _____ License No. & Classification 498624 A, B, C27

Address: 21550 Dynard St., Ste 1050, Woodland Hills, CA 91367

BIDDER'S PROPOSAL
B 2010-09

Company: Environmental Const, Inc!
 Base Bid: _____

LOMITA RIGHT OF WAY CORRIDOR PARK PROJECT

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by Land Concern Ltd. for the lump sum bid as set forth in the following schedules.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
1	General Requirements (i.e. temp water, power, erosions control, construction fence, trailer, etc.)		LS		
2	Field Engineering		LS		
3	Demolition		LS		
4	Rough Grading		LS		
5	Entry Overhead & Pathway Sub-base Over Excavation and Import per soils report recommendations		LS		
6	Irrigation System (Complete) Supply and install per plans and specifications	38,438	SF		
7	Fine Grading	38,438	SF		
8	Weed Abatement	38,438	SF		
9	Soil Prep per agronomic soils report	38,438	SF		
10	Groundcover Mulch Supply and install per plans and specifications	27,506	SF		
11	Turf (hydroseed)	10,932	SF		
12	Drainage System (Complete) Supply and install per Civil Engineer's plans and specifications		LS		
13	Specimen Trees 36" Box Supply and install per plans and specifications		2EA		
14	Specimen Trees 24" Box Supply and install per plans and specifications		26EA		
15	Shrubs 5 Gallon Supply and install per plans and specifications		20EA		
16	Shrubs 1 Gallon Supply and install per plans and specifications		960EA		
17	Liners Supply and install per plans and specifications	5773	EA		
18	Vines 1 Gallon Supply and install per plans and specifications	100	EA		
19	Flowering Cherry (Installation Only)	31	EA		
20	Driveway addition @ Kathryn Ave. Supply and install per Civil Engineer's plans and specifications		LS		

21	Concrete Interlocking Pavers Supply and install per plans and specifications	4,956SF		
22	Concrete Paving Supply and install per plans and specifications	556SF		
23	Decomposed Granite Pathway Supply and install per plans and specifications	500SF		
24	Landscape Edging (bid conc. mow curb per details) Supply and install per plans and specifications	705LF		
25	Full Height Masonry Walls at Property Line (Proto II) per plans and specifications	930LF		
26	Full Height Pilasters at Property Line (Proto II) per plans and specifications	12EA		
27	Low Masonry Walls at Property Line (Proto II) per plans and specifications	114LF		
28	Low Pilasters at Property Line (Proto II) per plans and specifications	8EA		
29	Removable Concrete Bollards Supply and install per plans and specifications	2EA		
30	Decorative Posts at Entrance Fabricate and install per plans and specifications	47EA		
31	30" Concrete Spheres Supply and install per plans and specifications	7EA		
32	Benches Supply and install per plans and specifications	3EA		
33	Trash Receptacles Supply and install per plans and specifications	3EA		
34	Path Lighting Supply and install per plans and specifications (Include service connection)	9EA		
35	In-ground Uplights Supply and install per plans and specifications	13EA		
36	Pet Station Supply and install per plans and specifications	1EA		
37	Masonry Pilasters @ Anza Entry (bid pilaster with bowl and associated irrig./drainage, see 34b for bid alternate) Supply and install per plans and specifications	2EA		
38	Masonry Pilasters @ Kathryn Entry Supply and install per plans and specifications	2EA		
39	Pre-Manufactured Arbor atop Kathryn Entry Pilaster Supply and install per plans and specifications	1EA		
40	Tot Lot Sub-base (Concrete) Supply and install per plans and specifications	1,250SF		
41	Tot Lot Surface (Rubber) Supply and install per plans and specifications	1,250SF		
42	Tot Lot Thickened Edge (Concrete) Supply and install per plans and specifications	164LF		
43	Tot Lot Structure Supply and install per plans and specifications	1EA		
44	Landscape Maintenance Period 90 Days	41,376SF		
45	Utility Coordination	1LS		

Total Bid:

[Empty box for Total Bid]

Total Bid Written in Words:

Bid Alternates:

34b	Bid pilaster with conc. sphere as alternate (see detail)	ADD:	DEDUCT:
-----	--	------	---------

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Environmental Const Co
Contractor Name

[Signature]: Yarid Soroudi
Signer's Name and Title Pres

Date: _____

License No. & Classification 498624 A, B, C27

Address: 21550 Oxnard St., Ste. 1050, Woodland Hills, CA 91367

STATE OF CALIFORNIA }

CONTRACTOR'S AFFIDAVITCOUNTY OF Los Angeles }**B 2010-09****CONSTRUCTION OF LOMITA RIGHT OF WAY CORRIDOR PARK**

David Sonoude, being first duly sworn,
deposes and says:

1. That he/~~she~~ is the President
Title

of Environmental Const., Inc.
Name of Partnership, Corporation, or Sole Proprietorship

hereinafter called "Contractor", who has submitted to the City of Torrance a proposal for the construction of:

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 28 day of may, 2010.

Subscribed and Sworn to before me this 28 day of may, 2010.

Environmental Const, Inc
(Contractor)
President
(Title)

Beverly Parks
Notary Public in and for said
County and State
(Seal)

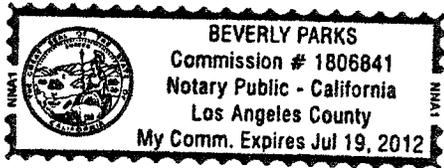


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles }

On May 28, 2010 before me, Beverly Parks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Farid Sorouci
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.
Signature Beverly Parks
Signature of Notary Public

Please Notary Seal Above

OPTIONAL

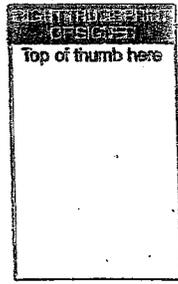
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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: _____



BID BOND

B 2010-09

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of _____ dollars (\$_____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bonded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B 2010-09 said work being:

CONSTRUCTION OF LOMITA RIGHT OF WAY CORRIDOR PARK

and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20 _____.

Principal

Surety

Surety

LIST OF SUBCONTRACTORS

Page 1 of 2

The bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with section 2-3 of the Standard Specifications for Public Works Construction.

Name Under Which Subcontractor is Licensed: MARINA LANDSCAPE

License Number: 492862

Address of Office, Mill or Shop: 1900 S Lewis ST ANAHEIM, CA

Percentage of Total Contract 12/

Specific Description of Sub-Contract: LANDSCAPE & IRRIGATION

Name Under Which Subcontractor is Licensed: BUILDRITE FENCE

License Number: 341514

Address of Office, Mill or Shop: 9110 ROSE ST. BELLFLOWER, CA

Percentage of Total Contract .8/

Specific Description of Sub-Contract: FENCING

Name Under Which Subcontractor is Licensed: SPECTRA TURF

License Number: 814429

Address of Office, Mill or Shop: 500 E. RINEON ST. CORONA, CA

Percentage of Total Contract 1.3/

Specific Description of Sub-Contract: RISER/SLIP SURFING

Name Under Which Subcontractor is Licensed: ELECTRO CONSTRUCTION AS

License Number: 95884

Address of Office, Mill or Shop: 3021 ROWENA AVE. LA CA 17

Percentage of Total Contract _____

As

Specific Description of Sub-Contract: ELECTRICAL

Name Under Which Subcontractor is Licensed: RPM ELECTRICAL

License Number: 813655

Address of Office, Mill or Shop: 26301 Dennis DR, Lake Forest

Percentage of Total Contract 8%

Specific Description of Sub-Contract: ELECTRICAL

Name Under Which Subcontractor is Licensed: CONTEKA MASONRY

License Number: 92937

Address of Office, Mill or Shop: 8413 63rd ST Riverside, CA

Percentage of Total Contract 12%

Specific Description of Sub-Contract: MASONRY

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work, which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): City of San Juan Capistrano
 Address: 32400 Paseo Adelante, San Juan Capistrano, CA
 Contact Person: Khori Tan Telephone No.: (949) 443-6353
 Title of Project: Los Rios Park: Parking Lot Improvements
 Project Location: San Juan Capistrano
 Date of Completion 2009 Contract Amount: \$ 3.0 M
2. Name (Firm/Agency): City of Newport Beach
 Address: 3500 Newport Blvd, Newport Beach, CA
 Contact Person: Frank Tran Telephone No.: (949) 644-3311
 Title of Project: Marinere Park Improvement
 Project Location: Newport Beach
 Date of Completion 2008 Contract Amount: \$ 800k
3. Name (Firm/Agency): City of Diamond Bar
 Address: 21825 Copley Dr, Diamond Bar, CA
 Contact Person: Bob Rose Telephone No.: (909) 839-7072
 Title of Project: Sycamore Park
 Project Location: Diamond Bar
 Date of Completion 2008 Contract Amount: \$ 1.4 M
4. Name (Firm/Agency): City of Manhattan Beach
 Address: 1400 Highland Ave, Manhattan Beach, CA
 Contact Person: Ish Medrano Telephone No.: (310) 802-5357
 Title of Project: Soccer Park @ Manhattan Beach
 Project Location: Manhattan Beach
 Date of Completion 2008 Contract Amount: \$ 1.0 M

Bidder's Information

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. All work to be performed by bidder
2. except hydroseeding, fencing, masonry,
3. rubber surfacing
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Contractor's License No.: 498624 Class: A, B, C27

a. Date first obtained: _____

b. Has License ever been suspended or revoked? No

If yes, describe when and why: _____

c. Any current claims against License or Bond? NO

If yes, describe claims: _____

Type of entity (check one)

Incorporated _____ Partnership _____ Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 68-0597503

Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Said Sorudi</u>	<u>Pres, Sec, Treas, Mgr,</u> <u>Owner</u>	_____
_____	_____	_____
_____	_____	_____

ADDENDUM # 3

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2010-09

Bid for Construction of Lomita Right of Way Corridor Park

ADDENDUM # 3

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

BID OPENING REMAINS: **THURSDAY, JUNE 17TH, 2010** BY 2:00 PM IN THE CITY CLERK'S OFFICE

CLARIFY: The Geotechnical Engineer's report states that artificial fill soils were encountered ranging in depth from 5' to 10' below the existing ground surface. Contractor to bid the property line wall pier-footing size/depth based on the 10' depth."

Question: "Plan E-1 doesn't describe what type of light fixtures are A1 and A3. Is A1 the pedestrian light (In-ground up lights) and A3 the sign light (path lighting)? Please clarify."

Response: A1 and A3 indicate which circuit the path lights are on. They do not denote a different light fixture. See detail A. Sheet E-3 for circuitry information

Question: "The total # of light fixtures in Plan E-1 doesn't match with the total # of light fixtures in Item 35 and 36 of the bidder's proposal sheet. There are 11 (five A1 and six A3) light fixtures on Plan E-1 while there are a total of 22 (nine in Item 35 and 13 in Item 36) light fixtures in the bidder's proposal sheet. Which is correct?"

Response: There are 10 path lights and 1 location at the Kathryn columns where power is stubbed for lighting the signage. There are no in ground up lights.

CLARIFY: As a result of the above questions, the **bid proposal form has been revised and is attached**. Please use the attached bid proposal form to submit your bid. If you use the wrong proposal form to submit your bid it may be rejected as non responsive bid.

Question: "PLEASE PROVIDE ME PROPER WATER COMPANY TO GET THE PRICE ON IRRIGATION WATER METER AND LET ME KNOW HOW MUCH IS THE CITY FEE ON THAT OR IS THERE ANY CHARGES(INCLUDING INSTALLATION FEE)?"

Response: The City of Torrance will take care of cost of the water meter, plan check and inspection fees. The bidder is responsible for coordinating the installation and inspection and the connection to the water meter.

June 14, 2010

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Environmental Const., Inc.
Name of Company

21550 Oxnard St, Ste 1050
Address

Woodland Hills, CA 91367
City State Zip Code

ADDENDUM # 2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2010-09

Bid for Construction of Lomita Right of Way Corridor Park

ADDENDUM # 2

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

CHANGE: Due to questions received in the final hours of the bidding period for this project, bids were not opened today (June 3, 2010) and the bid opening has been postponed to Thursday, June 17, 2010. The bids were returned unopened to the appropriate parties.

ADD: Due to the postponement, the City of Torrance has decided to extend the Request for Information (RFI) period to next Tuesday, June 8th, 2010 by Noon. Therefore if you have questions, please email Diane Megerdichian at dmegerdichian@torranceca.gov or fax to 310-781-7199. A 3rd addendum will be issued clarifying the questions raised no later than Monday, June 14th, 2010.

June 3, 2010

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Environmental Crest, Inc
Name of Company

21550 Diamond St, Ste 1050
Address

Woodland Hills, CA 91367
City State Zip Code

ADDENDUM #1

**CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503**

BID NO. B2010-09

Bid for Construction of Lomita Right of Way Corridor Park

ADDENDUM # 1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

BID DUE DATE Remains Thursday, June 3rd, 2010 by 2:00 PM in the City Clerk's Office

CLARIFY: Contact city representative and landscape architect to field verify conditions along property line prior to demolition. Contractor is to remove any obstructions (i.e. plant material, existing walls, fences, etc.) that hinder the installation of the property line walls or footings.

CLARIFY: Contractor to install temporary fencing along property line where necessary to provide containment of homeowner property.

Note: Entire site should be cleaned and grubbed.

: City to remove existing gravel near Anza for outside projects.

CHANGE: Replace 8 inch one-sided split face block at perimeter wall with 6 inch one-sided split face block where indicated on plans.

ADD: The contractor will provide the required insurance for the County of Los Angeles Public Works Department for the connection to the catch basin of the county storm. See www.dpw.lacounty.gov under simple permits/Flood Permit for details. Contractor will be responsible for pulling the permit and coordinating the inspection. The City will take of the application, design/calculations, permit fee and inspection fee.

CLARIFY: Attached is a revised bid proposal form for this project (3 pgs). Please replace the colored (blue) bid proposal forms (3 pgs.) in your bid packet with the attached bid proposal forms. The reason: Line #21-Pedestrian work at Anza Avenue has been added.

May 27, 2010

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Environmental Const, Inc
Name of Company

21550 Dymard St, Ste 1050
Address

Woodland Hills CA 91367
City State Zip Code

BIDDER'S PROPOSAL
B 2010-09

Company: _____
 Base Bid: _____

LOMITA RIGHT OF WAY CORRIDOR PARK PROJECT

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by Land Concern Ltd. for the lump sum bid as set forth in the following schedules.

Item	Description	Quantity	Unit Price	Total
1	General Requirements (i.e. temp water, power, erosions control, construction fence, trailer, etc.)		LS	
2	Field Engineering		LS	
3	Demolition		LS	
4	Rough Grading		LS	
5	Entry Overhead & Pathway Sub-base Over Excavation and Import per soils report recommendations		LS	
6	Irrigation System (Complete) Supply and install per plans and specifications	38,438	SF	
7	Fine Grading	38,438	SF	
8	Weed Abatement	38,438	SF	
9	Soil Prep per agronomic soils report	38,438	SF	
10	Groundcover Mulch Supply and install per plans and specifications	27,506	SF	
11	Turf (hydroseed)	10,932	SF	
12	Drainage System (Complete) Supply and install per Civil Engineer's plans and specifications		LS	
13	Specimen Trees 36" Box Supply and install per plans and specifications	2	EA	
14	Specimen Trees 24" Box Supply and install per plans and specifications	26	EA	
15	Shrubs 5 Gallon Supply and install per plans and specifications	20	EA	
16	Shrubs 1 Gallon Supply and install per plans and specifications	960	EA	
17	Liners Supply and install per plans and specifications	5773	EA	
18	Vines 1 Gallon Supply and install per plans and specifications	100	EA	
19	Flowering Cherry (Installation Only)	31	EA	
20	Driveway addition @ Kathryn Ave. Supply and install per Civil Engineer's plans and specifications		LS	
21	Pedestrian ramp @ Anza Ave. Supply and install per Civil Engineer's plans and specifications		LS	

22	Concrete Interlocking Pavers Supply and install per plans and specifications	4,956	SF		
23	Concrete Paving Supply and install per plans and specifications	556	SF		
24	Decomposed Granite Pathway Supply and install per plans and specifications	500	SF		
25	Landscape Edging (bid conc. mow curb per details) Supply and install per plans and specifications	705	LF		
26	Full Height Masonry Walls at Property Line (Proto II) per plans and specifications	930	LF		
27	Full Height Pilasters at Property Line (Proto II) per plans and specifications	12	EA		
28	Low Masonry Walls at Property Line (Proto II) per plans and specifications	114	LF		
29	Low Pilasters at Property Line (Proto II) per plans and specifications	8	EA		
30	Removable Concrete Bollards Supply and install per plans and specifications	2	EA		
31	Decorative Posts at Entrance Fabricate and install per plans and specifications	47	EA		
32	30" Concrete Spheres Supply and install per plans and specifications	7	EA		
33	Benches Supply and install per plans and specifications	3	EA		
34	Trash Receptacles Supply and install per plans and specifications	3	EA		
35	Path Lighting Supply and install per plans and specifications (Include service connection)	9	EA		
36	In-ground Uplights Supply and install per plans and specifications	13	EA		
37	Pet Station Supply and install per plans and specifications	1	EA		
38	Masonry Pilasters @ Anza Entry (bid pilaster with bowl and associated irrig./drainage, see 34b for bid alternate) Supply and install per plans and specifications	2	EA		
39	Masonry Pilasters @ Kathryn Entry Supply and install per plans and specifications	2	EA		
40	Pre-Manufactured Arbor atop Kathryn Entry Pilaster Supply and install per plans and specifications	1	EA		
41	Tot Lot Sub-base (Concrete) Supply and install per plans and specifications	1,250	SF		
42	Tot Lot Surface (Rubber) Supply and install per plans and specifications	1,250	SF		
43	Tot Lot Thickened Edge (Concrete) Supply and install per plans and specifications	164	LF		
44	Tot Lot Structure Supply and install per plans and specifications	1	EA		
45	Landscape Maintenance Period 90 Days	41,376	SF		
46	Utility Coordination	1	LS		

