

Council Meeting of
March 22, 2011

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

Members of the Council:

SUBJECT: Public Works – Award of Public Works Agreement for the Torrance Boulevard Rehabilitation, T-43/44. Expenditure: \$916,068.73

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve a budget transfer in the amount of \$200,000 of Proposition 42 funds and \$197,000 of Gas Tax funds from the Residential Street Rehabilitation, I-94 to the Torrance Boulevard Rehabilitation, T-43/44; and
2. Approve a budget transfer in the amount of \$256,000 of Proposition 42 funds from the Unappropriated Account to the Torrance Boulevard Rehabilitation, T-43/44; and
3. Approve the plans and specifications for the Torrance Boulevard Rehabilitation, T-43/44 (B2011-09); and
4. Award a two-year Public Works Agreement to MG Construction and Development, Inc. in the amount of \$832,789.75 and authorize a 10% contingency in the amount of \$83,278.98 for the Torrance Boulevard Rehabilitation, T-43/44.

Funding

Funding is available from the recommended budget transfers and from CIP project T-43/44.

BACKGROUND AND ANALYSIS

The Torrance Boulevard Rehabilitation is included in the adopted capital budget as project T-43/44 ("T-43/44 Project"). On September 9, 2008, Your Honorable Body awarded a construction contract to rehabilitate Torrance Boulevard from Sartori Avenue to the west City Limits. Upon completion of this work, it was found that funding was available to also rehabilitate the east end of Torrance Boulevard from Sartori Avenue to the east city limit (Phase 2). Therefore, in-house design efforts were undertaken to provide improvements such as pavement reconstruction and overlay, and the replacement of displaced concrete curb, gutter, cross-gutters and sidewalks. The project will also improve the aesthetics of the intersection of Torrance Boulevard/Van Ness Avenue with the removal of the redundant center median on the west side of the intersection and the addition of drought tolerant sod on the east side of the intersection. The project also includes additional cross-gutters and sidewalk improvements that were previously part of the Residential Street Rehabilitation which is also included in the current adopted capital budget as I-94 ("I-94 Program").

Budget Transfers

Prop 42 and Gas Tax funds from Residential Street Rehabilitation, I-94:

The Residential Street Rehabilitation, I-94 ("I-94 Program") has been deferred since July 2006. The program was initially deferred because it was anticipated that its previously appropriated funds would be needed for higher priority Capital projects. After that, the State delayed paying the City its Prop 42 and Gas Tax funds until a budget was passed.

Currently, the I-94 Program has a remaining balance of Gas Tax funds and Prop 42 funds that can be used. Therefore, Staff included cross-gutter and sidewalk repairs on residential streets which fall under the I-94 Program in the T-43/44 Project. Staff conferred with City Public Works maintenance crews which helped identify the locations of the cross-gutters that have been the most problematic as far as requiring an increased amount of maintenance. Additionally, the residential street sidewalk repairs identified are all in the vicinity of Phase 2 of the T-43/44 Project. So, the intent of encompassing the cross-gutters and sidewalks from the I-94 Program into the T-43/44 project was to address recurring maintenance issues while also consolidating construction efforts.

Therefore, it is recommended that Gas Tax funds and Prop 42 in the amount of \$197,000 and \$200,000, respectively, be transferred from the I-94 Program to the T-43/44 Project.

Prop 42 funds from Unappropriated Funds:

A portion of the T-43/44 project is also proposed to be funded by previously unappropriated Proposition 42 funds. These funds are set to expire on June 30, 2011 and can be utilized by the project within the required deadline.

To summarize, the T-43/44 project will be funded by its remaining balances of previously appropriated funding, the budget transfers of \$456,000 of Prop 42 funds, and the budget transfer of \$197,000 of Gas Tax funds.

Award of Public Works Agreement

The T-43/44 Project was advertised for bid in February 2011 as B2011-09. Five bids were received and opened on February 24, 2011 with the following results:

<u>BIDDER</u>	<u>TOTAL BID</u>
1. MG Construction and Development	\$ 832,789.75
2. Shawnan	\$ 874,271.50
3. Excel Paving Co.	\$ 906,333.00
4. Silvia Construction	\$1,047,333.40
5. All American Asphalt	\$1,075,000.00

The Engineer's estimate in 2011 for the Bid was \$805,000. The lowest bid came in 9% over the Engineer's estimate, which is most likely attributed to the fact that the majority of the work needs to be completed by June 30, 2011. MG Construction and Development was the lowest, responsible bidder.

MG Construction and Development has successfully completed projects of similar type. The firm's references and contractor's license have been checked and found to be in order. Therefore, the Public Works Director recommends that Council award the Public Works Agreement to MG Construction and Development.

Staff recommends a 10% contingency on this project as the majority of the work is required to be completed by June 30, 2011 due to funding constraints. Because of this, it is in the project's best interest to have an adequate contingency should any unforeseen issues arise during construction so they could be dealt with promptly.

It is anticipated that construction will commence in April 2011 and be completed by July 2011. Due to the nature of the improvements and the existing street width, temporary road closures on Torrance Blvd are required for work under the bridge between Van Ness Avenue and Western Avenue in both directions and work in the eastbound lanes between Sartori Ave and VanNess Ave. Businesses and residents will be sent notices informing them of the road closures and detour plan in advance of the scheduled work. The road closures are only allowed on the weekends, and it is anticipated that three weekends will be impacted to complete this work. Construction will be ongoing through the spring, but will stop temporarily on Torrance Blvd during the weekend of May 21, 2011 so as not to interfere with the festivities of the Armed Forces Day Parade.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



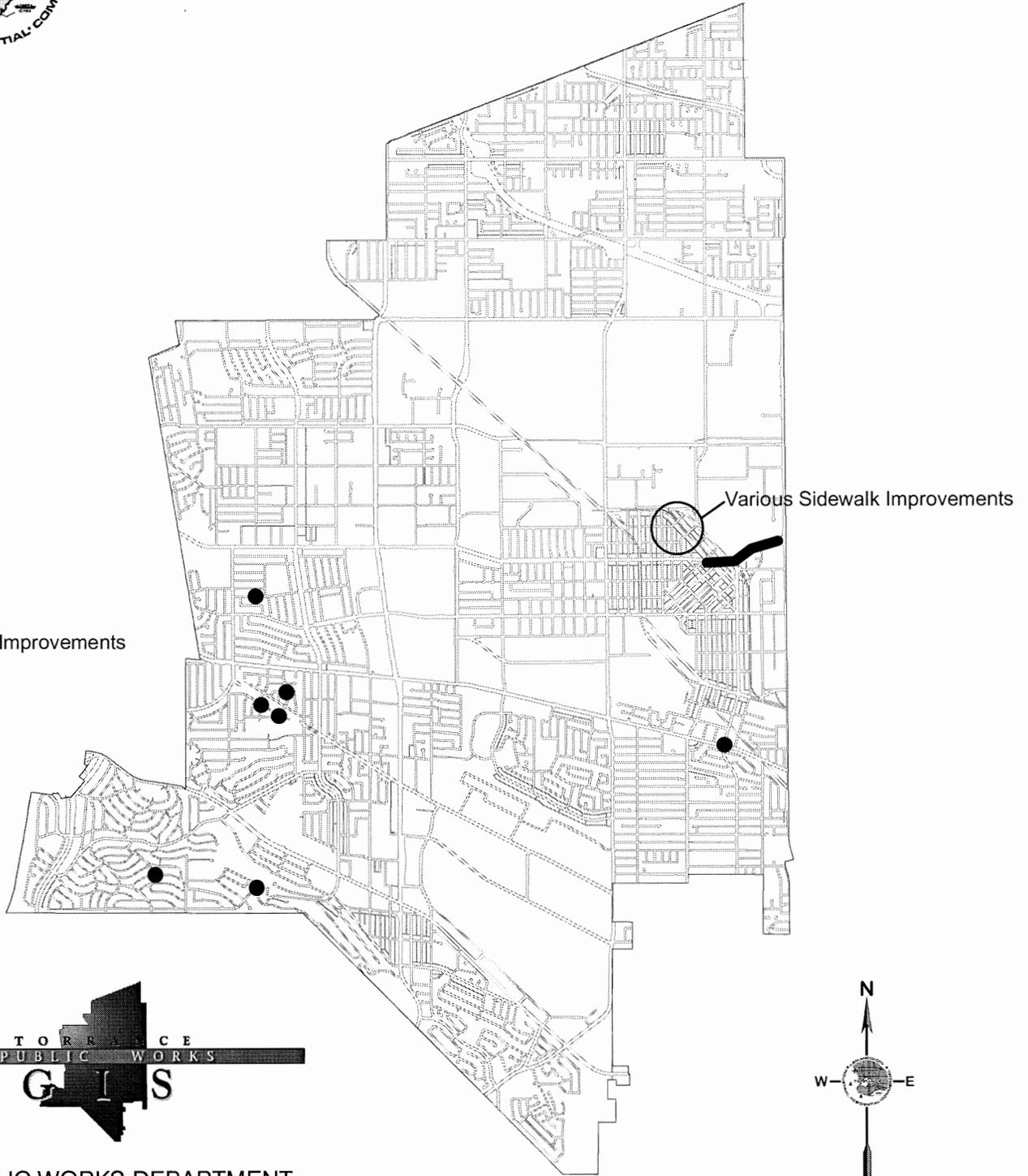
LeRoy J. Jackson
City Manager

Attachments: A. Project Location Map
B. Public Works Agreement-MG Construction & Development

City of Torrance - Public Works Department

Torrance Blvd. Rehabilitation, T-43/44

PROJECT LOCATION MAP



● Cross Gutter Improvements

Various Sidewalk Improvements



PUBLIC WORKS DEPARTMENT
 ROBERT J. BESTE
 PUBLIC WORKS DIRECTOR



PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of March 22, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and MG Construction and Development, Inc, a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Torrance Boulevard Rehabilitation, T43/44 - Phase 2, B2011-09**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Torrance Boulevard Rehabilitation, T43/44 - Phase 2, B2011-09** (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 Engineering 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 two years 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 \$832,789.75 ("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 Public Works 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:

Gerald Caruthers, President
Sanford Brotman, Vice President

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 City Council, each member thereof, present and future, its officers, agents and employees 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 \$3,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. 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.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: MG Construction and Development,
Inc.
8900 Eton Ave. #C
Canoga Park, CA 91304
(818)773-7350

Fax: (818)773-7351

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

with a copy to: Attn: Elizabeth Overstreet
Public Works Department
City of Torrance
20500 Madrona Aveune
Torrance, CA 90503
Fax: (310)781-6902

- 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

MG Construction and Development, Inc.,
a California corporation

Frank Scotto, Mayor

By: _____
Gerald Caruthers, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

EXHIBIT A

Bid

[To be attached]

**BIDDER'S PROPOSAL
B2011-09**

Company: ME Construction Co, Inc Total Bid: 832,785.75

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
TORRANCE BLVD REHABILITATION, T-43/44 - PHASE 2
SARTORI AVENUE TO WESTERN AVENUE

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

Members of the Council:

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, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule of abbreviated descriptions.

BID SCHEDULE

BASE BID:

Item No.	Approx. Qty	Unit of Meas.	Item Description	Spec	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	9-3.4	\$33,000	\$33,000
2	1	LS	CONSTRUCTION SURVEYING	2-9.1	\$9975	\$9975
3	1	LS	TRAFFIC CONTROL	7-10.1.1	\$10,000.00	\$10,000.00
4	2	EA	PROJECT CONSTRUCTION SIGNS	7-15	\$500.00	\$1,000.00
5	482	CY	UNCLASSIFIED EXCAVATION	300-2	\$28.00	\$13,496
6	197	CY	REMOVE AC PAVEMENT IN RECONSTRUCTION AREAS		\$ 2	\$16,154
7	49490	SF	2" COLD MILL A.C. PAVEMENT PER PLAN	302-5.2	\$.34	\$16,876.60
8	1345	TON	ASPHALT CONCRETE (C2-PG-64-10)	302-5.9	\$76.38	\$102,731
9	199	TON	ASPHALT CONCRETE (B-PG-64-10)	302-5.9	\$77.50	\$15,422.50
10	281	TON	CRUSHED MISCELLANEOUS BASE (CMB)	200-2.4	\$35	\$9,835
11	2457	SF	REMOVE A.C. PAVEMENT AND BASE (5% OF COLD MILL)	302-5.2.5	\$ 2.50	\$6,142.50

items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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.

M/G Construction & Development, Inc.
Contractor

Date: 2.22.11

By: 

Contractor's State License

Address: 8900 Eton Ave #C Canyon Park CA
91304

No. 907421 12/31/11

Class A-B

Phone: 816 773-7350

Item No.	Approx. Qty	Unit of Meas.	Item Description	Spec	Unit Price	Total Bid
STRIPING AND PAVEMENT MARKINGS						
35	1	LS	TRAFFIC STRIPING & PAVEMENT MARKINGS	210-1.6 310-5.6	\$15,377.60	\$15,377.60
36	10	EA	TRAFFIC DETECTIVE LOOPS	86-8	\$728	\$7,280
37	7	EA	ROADSIDE SIGNS	86-8	\$86.25	\$603.75
ADDITIONAL CROSS GUTTER/RAMP IMPROVEMENTS (SEE APPENDIX VII FOR ALL IMPROVEMENTS AT LOCATIONS BELOW)						
38	1	LS	PLAZA DEL AMO/ CABRILLO	See Appendix VII	\$14,235	\$14,235
39	1	LS	PASEO DE LAS TORTUGAS/CALLE DE ARBOLES	See Appendix VII	\$9,750	\$9,750
40	1	LS	REYNOLDS/MORESBY (2 Cross Gutters)	See Appendix VII	\$17,300	\$17,300
41	1	LS	VIA SEVILLA/VIA COLUSA (NO RAMP)	See Appendix VII	\$10,467.50	\$10,467.50
42	1	LS	REYNOLDS/MILNE (2 Cross Gutters)	See Appendix VII	\$17,300	\$17,300
43	1	LS	MILNE/LUPINE	See Appendix VII	\$9,750	\$9,750
44	1	LS	LENORE	See Appendix VII	\$2,764.50	\$2,764.50
CONTRACT ADMINISTRATION						
45	1	LS	CONSTRUCTION SCHEDULE	6-1.4	\$3,000	\$3,000
46	1	LS	SWPPP	7-8.6.1	\$5,000	\$5,000
47	1	ALLOW	PERMIT AND FEES	7-5	\$5,000.00	\$5,000.00
48	4	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (MODEL: SOLAR TECH MB2)	7-15	\$2,500	\$10,000
49	1	EA	ADJUST SIGNAL PULL BOX TO GRADE & PROVIDE TRAFFIC RATED COVER	Plan Sheet 3 of 14	\$750	\$750
50	2	EA	ADJUST SCE HANDHOLES AND PROVIDE TRAFFIC RATED COVER	Plan Sheet 3 of 14	\$750	\$1,500
51	1	LS	ABANDONMENT SEAL FOR 18" RCP INLET PER SPPCW STD 381-1 (APPROX. 19' TO BOTTOM OF PIPE)	306-5	\$1,200	\$1,200
52	1	EA	REMOVE EXISTING CATCH BASIN	306-5	\$1,000	\$1,000
53	11	LF	REMOVE OR ABANDON 18" RCP	306-5.1	\$100	\$1,100
ADDITIONAL RESIDENTIAL SIDEWALK REPAIR AREAS						
54	46,636	SF	REMOVE CONCRETE SIDEWALK (ADDITIONAL RESIDENTIAL AREAS)	300-1.4 Appendix XI	\$1.75	\$81,613
55	576	SF CY	UNCLASSIFIED EXCAVATION (ADDITIONAL RESIDENTIAL AREAS)	300-2 Appendix XI	\$35	\$20,160
56	46,636	SF	PCC SIDEWALK 3.5" THICK ON 4" CMB 3.5" THICK ON 4" CMB (ADDITIONAL RESIDENTIAL AREAS)	303-5.1 303-5.9 Appendix XI	\$5.30	\$247,179.80

BASE BID:TOTAL BID PRICE \$ 832,789.75
(Figures)*TOTAL BID PRICE: Eight hundred thirty two thousand seven hundred
(Words)* eighty nine dollars and seventy five cents.***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit 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 unit 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 items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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.

MG Const & Dev. Inc.

Contractor

Date: 2.22.11By: 

Contractor's State License

Address: 8900 Eton Ave #C, Chino Park
CA 91304No. 907421Class A-BPhone: 818 773-7350

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-09

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 X

Addendum No. 2 X

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

2.22.11

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles }

B2011-09

Gerald Caruthers, being first duly sworn, deposes and says:

1. That he is the President
 2. _____
 Title

of MG Construction & Development, 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 TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2, SARTORI AVENUE TO WESTERN AVENUE, B2011-09;
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 22nd day of February, 2011.

Subscribed and Sworn to before me this 22nd day of February, 2011.

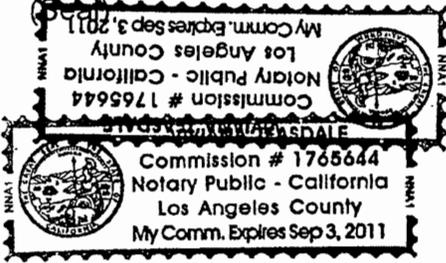
[Signature]

 (Contractor)
President

 (Title)

[Signature]

 Notary Public in and for said
 County and State.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 2.22.11 before me, VIVIANA TEASDALE, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Genard Caruthers
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: Viviana Teasdale
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: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): City of Costa Mesa
 Address: 77 Fair Drive Costa Mesa
 Contact Person: Bob Telephone No.: 714 754-5291
 Title of Project: Jann St. Bicycle Trail Imp.
 Project Location: COSTA MESA
 Date of Completion: 5/11 Contract Amount: \$1,229,435
2. Name (Firm/Agency): City of Oxnard
 Address: 1060 Pacific Ave, Oxnard, CA 93030
 Contact Person: Raymond Williams Telephone No.: 805 385-8136
 Title of Project: Bartolo Sq. North Neighborhood Improv.
 Project Location: City of Oxnard
 Date of Completion: 4/11 Contract Amount: \$2,322,017
3. Name (Firm/Agency): City of Long Beach
 Address: 333 W. Ocean Blvd Long Beach
 Contact Person: Lincoln Lo Telephone No.: 562 570 6293
 Title of Project: Vista St. Bicycle Trail Imp.
 Project Location: Long Beach
 Date of Completion: 12/10 Contract Amount: \$715,399
4. Name (Firm/Agency): City of Lynwood
 Address: 11330 Bullis Rd Lynwood CA 90262
 Contact Person: Jorge Roane Telephone No.: 310 603-0220
 Title of Project: Long Beach Blvd Improv. Phase I
 Project Location: Lynwood
 Date of Completion: 7/10 Contract Amount: \$807,734

REFERENCES

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed
Cement, curb & gutter, Landscape Asphalt	City of Lynwood	7/10
Cement, curb & gutter, Landscape Asphalt	City of Long Beach	12/10
U.G., curb & gutter, cement Asphalt	City of Orange	4/11
Landscape, cement curb	City of Costa Mesa	5/11
Grading, walls	City of Torrance	4/11

Contractor's License No.: 907421 Class: A4B

a. Date first obtained: 12-4-07 Expiration 12-31-11

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: —

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>George Crutcher</u>	<u>Pres.</u>	<u>⓪</u>
<u>Sanford Brotman</u>	<u>V. Pres.</u>	<u>⓪</u>
_____	_____	_____

DBE

DBE BIDDERS LIST
B2011-09

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>MG Construction & Dev. Inc.</u>	Phone: <u>818 773-7350</u>
Address: <u>8900 Stoner Ave #C Los Angeles</u>	Fax: <u>818 773-7351</u>
Contact Person: <u>General Contractors</u>	No. of years in business: <u>3 1/2</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm: <u>General Contractor</u>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million Less than \$5 Million <input checked="" type="checkbox"/> Less than \$10 Million Less than \$15 Million More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

- 1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: /

If "yes," identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: /

- 2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: / Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

BID BOND

B2011-09

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 bounded 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. B2008-01, said work being: the Construction of TORRANCE BLVD REHABILITATION, SARTORI AVENUE TO WESTERN AVENUE, 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/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

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.

Name Under Which Subcontractor is Licensed: Bruce Hall Land Surveyor

License Number: _____

Address of Office, Mill or Shop: 5732 Middlecott Dr. Huntington Beach CA

Specific Description of Sub-Contract: Surveying

Name Under Which Subcontractor is Licensed: J. S. Striping

License Number: 536211

Address of Office, Mill or Shop: 1544 S. Vineyard Ave Anteroio CA

Specific Description of Sub-Contract: Pavement Striping

Name Under Which Subcontractor is Licensed: Pavement Recycling Systems S

License Number: 569352

Address of Office, Mill or Shop: 10240 San Serrano Mira Loma

Specific Description of Sub-Contract: Cold Milling Ac Pavings

Name Under Which Subcontractor is Licensed: American Asphalt South

License Number: 724969

Address of Office, Mill or Shop: P.O. Box 310036 Fontana CA

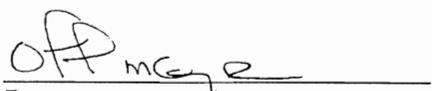
Specific Description of Sub-Contract: Type II Slurry Seal

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.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.


Bidder


By

2.17.11
Date

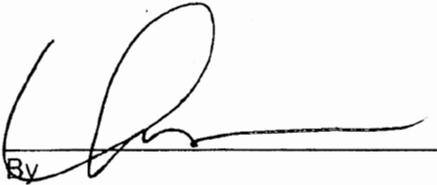
**** Submit this executed form with the bid ****

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein.

MS Const & Development, Inc.
Bidder


By

2.23.11
Date

***** Submit this executed form with the bid *****

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

Item No.	Approx Qty	Unit of Meas	Item Description	Spec	Unit Price	Total Bid
STRIPING AND PAVEMENT MARKINGS						
35	1	LS	TRAFFIC STRIPING & PAVEMENT MARKINGS	210-1.6 310-5.6	\$	\$
36	4	EA	TRAFFIC DETECTIVE LOOPS	86-8	\$	\$
37	7	EA	ROADSIDE SIGNS	86-8	\$	\$
ADDITIONAL CROSS CUTTER/RAMP IMPROVEMENTS						
38	1	LS	PLAZA DEL AMO/ CABRILLO		\$	\$
39	1	LS	PASEO DE LAS TORTUGAS/CALLE DE ARBOLES		\$	\$
40	1	LS	REYNOLDS/MORESBY		\$	\$
41	1	LS	VIA SEVILLA/VIA COLUSA (NO RAMP)		\$	\$
42	1	LS	REYNOLDS/MILNE		\$	\$
43	1	LS	MILNE/LUPINE		\$	\$
44	1	LS	LENORE		\$	\$
CONTRACT ADMINISTRATION						
45	1	LS	CONSTRUCTION SCHEDULE	6-1.4	\$	\$
46	1	LS	SWPPP	7-8.6.1	\$	\$
47	1	ALLOW	PERMIT AND FEES	7-5	\$ 5,000.00	\$ 5,000.00
48	4	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (MODEL: SOLAR TECH MB2)	7-15	\$	\$

BASE BID:

TOTAL BID PRICE \$ _____
(Figures)*

TOTAL BID PRICE: _____
(Words)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit 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 unit 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 No.	Approx Qty	Unit of Meas	Item Description	Spec	Unit Price	Total Bid
12	79985	SF	TYPE II SLURRY SEAL	302-4 302-4.5	\$.24	\$19,196.40
13	1	EA	ABANDON EXISTING REMOVE PULL BOX AND WIRE	307-2.4 307-3.2	\$200	\$200
14	2	EA	ADJUST MANHOLE TO GRADE	302-5.8	\$550	\$1,100
15	2	EA	ADJUST VALVE FRAME AND COVER TO GRADE	302-5.8	\$275	\$550
16	1	EA	DRIVEWAY APPROACH STD T-105, W=42' 6" PCC ON 8" CMB		\$2,220	\$2,220
17	1	EA	CROSS GUTTER STD 122-1, W=25' (SLOPE OF STREET MORE THAN 4%) (AT BOW AVENUE) 8" PCC ON 8" CMB		\$5,112	\$5,112
18	684	LF	REMOVE AC BERM	300-1.4	\$4.50	\$3,078
19	172	LF	REMOVE CONCRETE CURB	300-1.4	\$4.50	\$774
20	501	LF	REMOVE CONCRETE CURB AND GUTTER	300-1.4	\$5.00	\$2,505
21	65	LF	PCC CURB A1-150(6) ON 8" CMB	303-5.9	\$16.00	\$1,170
22	338	LF	PCC CURB AND GUTTER A2-150(6), W=1', ON 8" CMB	303-5.9	\$22.50	\$7,605
23	369	LF	PCC CURB AND GUTTER A2-200(8), W=2', ON 8" CMB	303-5.9	\$28	\$10,332
24	1	EA	REMOVE & INSTALL CURB DRAIN, STD 150-2, CASE 1, N=3, A=37 TO GRADE		\$1,690	\$1,690
25	1	EA	REMOVE & INSTALL PARKWAY DRAIN, STD 151-1, TYPE 1, S=48" TO GRADE		\$1,310	\$1,310
26	1281	SF	REMOVE CONCRETE SIDEWALK	300-1.4	\$2.00	\$2,562
27	975	SF	REMOVE AC SIDEWALK	300-1.4	\$1.50	\$1,462.50
28	2345	SF	PCC SIDEWALK 3.5" THICK PCC ON 4" CMB	303-5.1 303-5.9	\$4.75	\$11,138.75
29	365	SF	ACCESS RAMPS WITH DETECTABLE WARNINGS 4" PCC ON 4" CMB	303-5.9	\$8.00	\$2,920
MEDIAN LANDSCAPING						
30	1	LS	CLEARING AND GRUBBING	300-1	\$.40	\$4,302
31	10755	SF	SOIL PREP/TESTING	308	\$.40	\$4,302
32	1	LS	IRRIGATION	308-5	\$21,510	\$21,510
33	10755	SF	SOD	308-4.11	\$.90	\$9,679.50
34	1	LS	60 DAY SOD ESTABLISHMENT & MAINTENANCE	308-8.2	\$1,200	\$1,200