



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 1

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

DATE: April 10, 2025

TO ALL PROSPECTIVE BIDDERS:

The following addendum is hereby made a part of the Bidding Solicitation Packet for the El Monte Police Department Memorial Project, CIP 711, as fully and completely as if the same were set forth therein. This Addendum modifies the original bid solicitation documents published in the City's electronic procurement platform (i.e. Planet Bids) on March 20, 2025 and consists of two (2) pages (including the cover page) to inform the prospective plan holders that attended the mandatory pre-construction meeting on April 2, 2025 of the following:

Release of Improvement Plans

- On March 24, 2025 the city released the first sheet of both the improvement plans for the El Monte Memorial Monument Project, CIP 711.
- On April 1, 2025 the City replaced the above referenced documentation posted on March 24, 2025 with twenty-two (22) sheets of the improvement plan set for the Project.

Other portions of the work remain unchanged.

Any and all notifications or Addenda must be acknowledged via signature by the Consultant and made part of and incorporated as part of the proposal with all required forms.

Please sign the acknowledgement below and include it as part of your Proposal for the El Monte Police Department Memorial Project, CIP 711. Failure to do so may be grounds for rejection of your proposal.



Luis Osuna, P.E.,
City Engineer



CITY OF EL MONTE
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Public Works & Utilities Director

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ADDENDUM NO. 1

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

ADDENDUM ACKNOWLEDGEMENT

Proposer shall signify receipt of all addenda (if any) here: **Addendum No. 1**

Respectfully submitted,

Concept Consultant, Inc.

Company Name

Nick Sammadi

Proposer's Legal Name

Handwritten signature of Nick Sammadi in black ink.

Proposer's Legal Signature

Title President

1220 Manning Ave. # 13

Los Angeles, CA 90024

Street Address

310-439-8516

Telephone Number

4/17/2025

Date

BID SECURITY

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE THAT WE, THE UNDERSIGNED, Concept Consultant, Inc., as principal; and The Ohio Casualty Insurance Company, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of Ten Percent of Bid dollars (\$ 10% of Bid), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **El Monte Police Department Memorial, CIP No. 711.**

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternative,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 4th day of April, 2025, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A _____ Affix
(Individual Principal)


N/A _____
(Address) (Business Address)

(Individual Principal)

(Address) (Business Address)

Concept Consultant, Inc.
(Corporate Principal)

1220 Manning Ave. #13 Los Angeles CA 90024
(Business Address)

 _____ Affix
(Corporate Seal)

The appropriate California notary form is attached.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

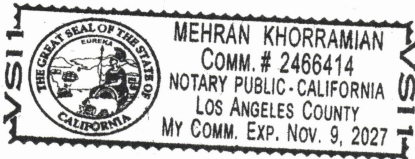
On 04/09/2025 before me, Mehran Khorramian, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Nick Sammadi
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Mid Security
Document Date: _____ Number of Pages: 1/1
Signer(s) Other Than Named Above: Nh

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____


BID SECURITY (Continued)

ATTEST:

The Ohio Casualty Insurance Company
(Corporate Surety)

790 The City Drive South, Suite 200
Orange, CA 92868

(Business Surety)



Affix

(Corporate Seal)
David Noddle, Attorney-In-Fact

The rate of premium on this bond is \$0.00 per thousand.
Total amount of premium charged \$ 0.00

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer.")

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

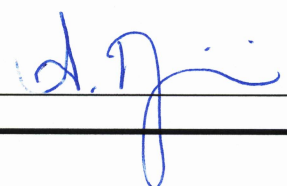
State of California
County of Los Angeles)

On APR 04 2025 before me, A. Bisordi, Notary Public
(insert name and title of the officer)

personally appeared David Noddle,
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  (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213380 - 974861

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angela Bisordi, David Noddle, Sheila Noddle

all of the city of Tarzana state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April, 2025.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BIDDER'S CHECKLIST
MUST BE TURNED IN WITH BID

All items on the Bidder's Checklist must be initialed, dated and submitted for the Proposal to be considered complete. City reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of Bidder's qualifications and past work history with the City. The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. a) **PROPOSAL - BID SCHEDULE**

A completely filled out Bid Schedule must be turned in as a printed or PDF copy in addition to any requirements of the City's electronic bid uploads. The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: NS . Date: 4/28/2025

b) **PROPOSAL SIGNATURE SHEET**

To be filled in and signed by the Bidder. Failure to sign the Bid Schedule may result in a non-qualified bid.

Initial: NS . Date: 4/28/2025

2. **BID SECURITY ACCOMPANYING BID**

The bid bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten percent (10%) of the total amount bid and may be shown in dollars or on a percentage basis. **The original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified Mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.**

Initial: NS . Date: 4/28/2025

3. **NON-COLLUSION DECLARATION**

A Non-Collusion Declaration must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: NS . Date: 4/28/2025

4. **EXPERIENCE / QUALIFICATIONS**

A statement of the Bidder's Experience & Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete. Failure to fill in and sign the City's Experience/Qualification Form may result in a non-qualified bid.

Initial: NS . Date: 4/28/2025

BIDDER'S CHECKLIST - CONTINUED

5. DESIGNATION OF SUBCONTRACTORS

A Designation of Subcontractors and Subcontractors Workers Classifications Form must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: NS .

Date: 4/28/2025

6. INSURANCE

The insurance requirements for this project have been read and understood.

Initial: NS .

Date: 4/28/2025

7. SITE VISIT

The Bidder certifies that it has toured the project site and is familiar with the work involved.

Initial: NS .

Date: 4/28/2025

8. C&D SOLID WASTE HAULER

The Bidder acknowledges that the fees, charges and other costs of the City's duly authorized and duly franchised construction and demolition waste hauler are factored into the bid.

Initial: NS .

Date: 4/28/2025

9. PERFORMANCE AND PAYMENT BONDS

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100%) of the Contract amount will be required. A payment bond equaling one hundred percent (100%) of the Contract amount will also be required.

Initial: NS .

Date: 4/28/2025

10. WORK SCHEDULE

The City makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Special Provisions.

Initial: NS .

Date: 4/28/2025

11. ADDENDA

The Bidder acknowledges that it must sign and attach any applicable addenda to the bid proposal.

Initial: NS .

Date: 4/28/2025

BIDDER'S CHECKLIST - CONTINUED

12. **WORKERS COMPENSATION**

The Bidder acknowledgment that Worker's Compensation Insurance will be required for this project.

Initial: NS .

Date: 4/28/2025

BID PROPOSAL

MUST BE COMPLETELY FILLED OUT, SIGNED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

Proposal to: City of El Monte, Public Works Department
c/o Office of the City Clerk **via Planet Bids**
El Monte City Hall - East
11333 Valley Boulevard, El Monte, California 91731

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, equipment, and other means of construction to perform the work required for the completion of the project entitled **El Monte Police Department Memorial, CIP 711** in accordance with the intent of all plans, specifications, and addenda issued by the City of El Monte, Public Works Department prior to the opening of the bid proposals.

Bidder has read the accompanying instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract Documents, drawings and addenda issued by the City and will contract with the City to construct the project, complete and in satisfactory condition.

The Bidder further agrees to complete all work required under the Contract within **Ninety (90) working days** from the date designated in the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule. The terms "working days" or "work days" means any day of the week, excluding Saturday, Sunday and any federally observed holiday.

The Bidder acknowledges that it understands that a waiting period from time of bid opening until award may be sixty (60) calendar days during which time Bidder may not withdraw its bid. The Bidder further acknowledges that it has adjusted its bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

The undersigned has completed the following Bid Schedule and provided a total Bid Amount in figures and words for said Bid Schedule. The total bid item value provided for each bid item shall apply to work performed through the duration of the Contract.

Company Name: Concept Consultant, Inc.

Bidder's Name (Printed): Nick Sammadi

Bidder's Title: President

Bidder's Signature: 

Date: 4/28/2025

Address: 1220 Manning Ave. # 13

Los Angeles, CA 90024

Phone Number: 310-439-8516

Email: nicksammadi@gmail.com

Contractor's License Number: 982335

Classification: A & B

Expiration Date: 3/31/2027

Contractor's Public Works DIR Registration No. 1000008410

BID SCHEDULE

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP NO. 711

MUST BE COMPLETELY FILLED OUT, SIGNED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE (IN FIGURES)	BID ITEM TOTAL (IN FIGURES)
GENERAL WORK ITEM					
1	1	LS	Mobilization	\$ 39,112.19	\$ 39,112.19
2	1	LS	Storm Water and Non-Storm Water Pollution Control	\$6,762.25	\$ 6,762.25
3	1	LS	Construction Surveying/Staking	\$1,995.00	\$ 1,995.00
<i>SUBTOTAL FOR GENERAL WORK ITEMS</i>					\$ 47,869.44
SITE DEMOLITION AND UTILITY RELOCATION					
4	3,620	SF	Clearing and Grubbing	\$ 1.66	\$ 6,009.20
5	1	LS	Utility Relocation and Irrigation System Modification	\$10,488.38	\$10,488.38
6	1	LS	Miscellaneous Demolition (including 3 flag poles)	\$9,017.40	\$9,017.40
<i>SUBTOTAL FOR SITE DEMOLITION AND UTILITY RELOCATION</i>					\$25,514.98
EARTHWORK AND GRADING					
7	2,500	SF	Soil Preparation and Fine Grading	\$3.99	\$9,975.00
8	145	CY	Excavation and Rough Grading	\$93.10	\$13,499.50
<i>SUBTOTAL FOR EARTHWORK AND GRADING</i>					\$23,474.50
PAVING					
9	370	SF	4" Thick Concrete Pavement	\$27.93	\$10,334.10
10	445	SF	Concrete Pavers	\$27.93	\$12,428.85
11	1	LS	Decorative Paving at Center of Paver Areas	\$20,063.05	\$20,063.05
12	136	LF	6" Concrete Mow Curb/Band	\$154.28	\$20,982.08
<i>SUBTOTAL FOR PAVING</i>					\$63,808.08
SITE AMENITIES					
13	3	EA	Puzzle Cube Bench Set, including Construction of Concrete Base	\$6,802.95	\$20,408.85

14	1	LS	Monument Walls (Large Front Wall and Small Background Wall),	\$222,961.65		\$222,961.65
15	5	EA	Bronze Memorial Plaques (16" x 24")	\$3,674.79		\$18,373.95
16	1	EA	Bronze Memorial Plaque (36" Diameter)	\$9,290.05		\$9,290.05
17	1	EA	Marubachi Fountain	\$17,985.80		\$17,985.80
18	1	EA	Concrete Fountain Basin	\$13,366.50		\$13,366.50
19	1	EA	45' Flag Pole	\$12,342.40		\$12,342.40
20	2	EA	40' Flag Pole	\$10,181.15		\$20,362.30
SUBTOTAL FOR SITE AMENITIES						\$ 335,091.50
LANDSCAPE		See attached revised one according to the addendum # 4				
21	2,574	SF	Soil Preparation for Planting Area	\$		\$
22	840	SF	Turf Sod	\$		\$
23	200	EA	Shrub Planting (5 Gallon)	\$		\$
24	1,778	SF	2" Wood Mulch for Planting Areas	\$		\$
25	2,574	SF	90-day Landscape Maintenance by Contractor	\$		\$
26	73	SF	Stabilized Decomposed Granite	\$		\$
SUBTOTAL FOR LANDSCAPE						\$
IRRIGATION						
27	1	LS	Irrigation System Modifications	\$65,037.00		\$65,037.00
SUBTOTAL FOR IRRIGATION						\$65,037.00
STRUCTURAL FOUNDATION						
28	1	LS	Structural Foundations for Monuments, including Preparing Shop Drawing Design of Foundations for City Building and Safety Review/Approval and Applying/Obtaining Building Permit prior to Construction	\$54,769.40		\$54,769.40
SUBTOTAL FOR STRUCTURAL FOUNDATION						\$54,769.40
SEWER						
29	1	LS	4" Sewer Pipe (Approx. 45') From Water Fountain to Discharge to Existing Sewer Service Pipe, including preparing plans/shop drawings of	\$22,950.00		\$22,950.00

			final sewer pipe alignment for City Review/Approval			
SUBTOTAL FOR SEWER						\$22,950.00
ELECTRICAL						
30	1	LS	Electrical Conduits, Trenching, Wiring and Pull Boxes	\$24,099.60		\$24,099.60
31	1	LS	Pedestal Mounted Meter/Panel, Feeders & Lighting Controls	\$13,566.00		\$13,566.00
32	8	EA	Monument & Fountain Up Lighting	\$3,790.50		\$30,324.00
33	12	EA	Flag Pole Up Lighting	\$4,677.61		\$56,131.32
34	1	LS	Fountain Electrical	\$6,384.00		\$6,384.00
35	1	EA	Irrigation Controller	\$2,793.00		\$2,793.00
SUBTOTAL FOR ELECTRICAL						\$133,297.92

TOTAL BID AMOUNT IN FIGURES (ITEMS 1 TO 35): Bid schedule of the landscape per addendum # 4 is included (refer to page 17)
\$ 797,242.98

TOTAL BID AMOUNT IN WORDS (ITEMS 1 TO 35):

Seven hundred ninety seven thousand two hundred forty two dollars and ninety eight cents

BID SECURITY (See attached)

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR
BID MAY BE DEEMED NON-RESPONSIVE

THAT WE, THE UNDERSIGNED, _____, as principal;
and _____, as Surety, are hereby held and bound unto the CITY
OF EL MONTE, hereinafter "City", in the sum of _____ dollars
(\$ _____), which sum is equal to at least ten percent (10%) of the total amount of the bid
for the work, payment of which sum, well and truly to be made, we hereby jointly and severally
bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City
a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the
construction of: **El Monte Police Department Memorial, CIP No. 711.**

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternative,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a
Contract attached hereto (all completed in accordance with said Bid and Contract), and shall
in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all default of the Principal
hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and
its bond shall be in no way impaired or affected by any extension of the time within which the City
may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their
several seals this ____ day of _____, 20____, the name and corporate seal of each
corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to
authority of its governing body.

IN PRESENCE OF:

_____ Affix
(Individual Principal)

_____ (Address) (Business Address)

_____ (Individual Principal)

_____ (Address) (Business Address)

=====

_____ (Corporate Principal)

_____ (Business Address)

_____ Affix
(Corporate Seal)

BID SECURITY (Continued)

ATTEST:

(Corporate Surety)

(Business Surety)

_____ Affix
(Corporate Seal)

The rate of premium on this bond is _____ per thousand.
Total amount of premium charged \$ _____

(Note: This bond must be signed and acknowledged by both the Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto. Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer.")

NON-COLLUSION DECLARATION

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR
BID MAY BE DEEMED NON-RESPONSIVE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:


I am the president of Concept Consultant, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/28/2025 [date], at Los Angeles [City], CA[state].

Bidder's Name (Printed): Nick Sammadi

Bidder's Signature:  _____
(Same Signature as on Proposal)

Bidder's Title: President

EXPERIENCE QUALIFICATIONS

MUST BE COMPLETELY FILLED OUT, SIGNED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

The Bidder has been engaged in the contracting business under the present business name for 16 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 40 years.

The Bidder **shall have** satisfactorily completed the following:

- At least one (1) prevailing wage public contract in the State of California.
- At least one (1) construction project(s) of similar nature, scope and complexity for public agencies, completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The Bidder **shall demonstrate** by completing the forms on the following pages to provide information on


1) **Current** Construction Contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the bid [list five projects maximum]; and

2) **Completed** Construction Contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate [list five projects maximum]. Make additional copies of the attached forms as necessary.

The following is a list of plant and equipment owned by the Bidder, which is available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	Mini Excavator , Compactor, Saw Cut, Braker	Good	3164 Hillside Ave. Norco, CA
	Hammer paving breaker ,Water tank truck , Trailer	Good	92860
	Seven yards truck , Skid Steer loader	Good	
	Bobcat,	Good	

Bidder's Name (Printed): Nick Sammadi

Bidder's Signature: 
(Same Signature as on Proposal)

Bidder's Title: President

Date: 4/28/2025

EXPERIENCE QUALIFICATIONS

FAILURE TO COMPLETELY FILL OUT THIS FORM MAY RESULT IN A NON QUALIFIED BID

SEPARATE PROJECT ATTACHMENTS ARE NOT ACCEPTABLE IN LIEU OF THIS DOCUMENT

1. Complete the following information for your **current** construction contract(s) that is similar in nature, scope and complexity for public agencies with the dollar value of Bidder's portion of each such project more than 50% of the Engineers Estimate. (List **five** projects maximum and attach separate sheets. If **one** or **zero** current projects, list your **two** most recently completed projects.)
 - (a) Name of Project: Farragut Connection Improvement
 - (b) Client: City of Culver City
 - (c) Project Address: 4203 Jackson Ave.
City: Culver City State: CA Zip: 90232
 - (d) Contact Name: Joe Susca
 - (e) Contact Phone: (310) 253-5636
 - (f) Design Engineer Name: Lind Edler Design & Associate
 - (g) Design Engineer Phone: (310) 614-6323
 - (h) Type of Project: Improvement , Removal existing of fencing system, Concrete work curb & sidewalk, Irrigation, Landscaping, Led lighting system, Drinking Fountain , wooden fencing , interlock pavers, striping
 - (i) Contract Type: City's agreement form
 - (j) Contract Amount: \$385,240
 - (k) Percent Change Orders to Base Contract: 18%
 - (l) Percent Complete: 100%

- (m) *Percent Work Performed with Own Forces:* 70%
- (n) *Scheduled Completion Date:* 9/22/2024
- (o) *Forecast/Actual Completion Date:* 11/15/2024
- (p) *Explain any differences between scheduled and forecast/actual completion dates:*
Redesign , additional scope of work
- (q) *Explain any differences between the original contract price and the forecast/ actual cost to complete:*
Due to additional work

2. *Complete the following information for **completed** construction contracts that are similar in nature, scope and complexity for public agencies completed within five (5) years prior to the bid deadline and with the dollar value of Bidder's portion of each such project more than 50% of the bid, including, but not limited to contracts with the City of El Monte (List **five** projects maximum and attach additional sheets*

as necessary. Note: We have performed and completed projects for the following Public works agencies:
City of Santa Monica, City of Industry, City of Whittier, City of Culver City, City of Palos Vedes, City of Temple City , City of Sanat Fe Sprong, City of RedondoBeach, City of Mahathan Bech, City of Hermosa Beach , City of Rosemead, County of Los Angeles, City of Beverly Hills , UCLA , and more...

(a) *Name of Project Manager/Superintendent:* Nick Sammadi

(b) *Name of Project:* Hemosa Beach Legends Memorial Park CIP No.10661

(c) *Client:* City of Hermoas Beach

(d) *Project Address:* Pier Ave

City: Hermosa Beach *State:* Ca *Zip:* 90254

(e) *Contact Phone:* (310) 318-0213 or 310-318-0238

- (f) *Design Engineer Name:* City 's Engineering Dept.
- (g) *Design Engineer Phone:* (310) 318-0238 or 310-629-1954
- (h) *Type of Project:* Memorial park , Landscape , Irrigation, Water fountain, Led lighting, Interlock pavers, Named on the pavers as of honoring and remembering person
- (i) *Contract Type:* City's agreement
- (j) *Contract Amount:* \$486,300
- (k) *Percent Change Orders to Base Contract:* 15%
- (l) *Percent Complete:* 100%
- (m) *Percent Work Performed With Own Forces:* 65%
- (n) *Scheduled Completion Date:* 6/15/2014
- (o) *Actual Completion Date:* 7/10/2014
- (p) *Explain any differences between scheduled and actual completion dates:* Waiting for completion of the bronze statue the drowned surf rider

- (q) *Explain any differences between the original contract price and the actual cost to complete:* Some require additional work

DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name Reyes & Sons Electric							
Subcontractor Registration Number with DIR 1000003506							
Contact Person Name Jose Reyes							
Contact Person Title President							
Contact Person Phone Number 818-365-2030							
Contact Person E-mail Address Jose@reyesnsinc.com							
Workers Classifications Electrical C-10							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALULATHERS
<input type="checkbox"/>	ELECTRICIANS	<input checked="" type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

Subcontractor Business Name ACME Landscaping Inc.							
Subcontractor Registration Number with DIR The system is on hold for new registration until year 2026							
Contact Person Name Eddie Gomez							
Contact Person Title President							
Contact Person Phone Number 626-991-0803							
Contact Person E-mail Address eddieg@acmlandscapinginc.com							
Workers Classifications Landscape C-27							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input checked="" type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALULATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS	<input type="checkbox"/>		<input type="checkbox"/>	Irrigation & Landscape	<input checked="" type="checkbox"/>	

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID

Part of the bid schedule according to the addendum # 4

14	1	LS	Monument Walls (Large Front Wall and Small Background Wall),	\$ See attached	\$ See attached
15	5	EA	Bronze Memorial Plaques (16" x 24")	\$	\$
16	1	EA	Bronze Memorial Plaque (36" Diameter)	\$	\$
17	1	EA	Marubachi Fountain	\$	\$
18	1	EA	Concrete Fountain Basin	\$	\$
19	2	EA	45' Flag Pole	\$	\$
20	1	EA	50' Flag Pole	\$	\$
SUBTOTAL FOR SITE AMENITIES					\$
LANDSCAPE					
21	2,574	SF	Soil Preparation for Planting Area	\$0.00	\$ VOID THIS ITEM
22	840	SF	Turf Sod	\$6.08	\$5,107.20
23	131	EA	Shrub Planting (5 Gallon)	\$50.76	\$6,649.56
23-1-A4	250	EA	Shrub & Groundcover Planting (1 Gallon)	\$23.94	\$5,985.00
24	1,778	SF	2" Wood Mulch for Planting Areas	\$2.67	\$4,747.26
25	2,574	SF	90-day Landscape Maintenance by Contractor	\$.69	\$1,776.06
26	73	SF	Stabilized Decomposed Granite	\$15.96	\$1,165.08
SUBTOTAL FOR LANDSCAPE					\$25,430.16
IRRIGATION					
27	1	LS	Irrigation System Modifications	\$ See attached	\$
SUBTOTAL FOR IRRIGATION					
STRUCTURAL FOUNDATION					
28	1	LS	Structural Foundations for Monuments, including Preparing Shop Drawing Design of Foundations for City Building and Safety Review/Approval and Applying/Obtaining Building Permit prior to Construction	\$ See attached	\$
SUBTOTAL FOR STRUCTURAL FOUNDATION					
SEWER					
29	1	LS	4" Sewer Pipe (Approx. 45') From Water Fountain to Discharge to Existing Sewer Service	\$ See attached	\$

Bid Results

Bidder Details

Vendor Name Concept Consultant, Inc.
Address 1220 Manning Ave. # 13
Los Angeles, California 90024
United States
Respondee Nick Sammadi
Respondee Title President
Phone 310-439-8516
Email nicksammadi@gmail.com
Vendor Type CADIR, VSBE
License # 982335

Bid Detail

Bid Format Electronic
Submitted 04/28/2025 12:32 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 423188

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
El Monte Project Addendum No. 2.zip	El Monte Project Addendum No. 2.zip	General Attachment
Proof of certified mail of the bid bond - El Monte Police Dept. Memorial CIP -711_0001(1).pdf	Proof of certified mail of the bid bond - El Monte Police Dept. Memorial CIP -711_0001(1).pdf	General Attachment

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$797,242.98		
1	1		Mobilization	LS	1	\$39,112.19	\$39,112.19	Yes	
2	2		Storm Water and Non-Storm Water Pollution Control	LS	1	\$6,762.25	\$6,762.25	Yes	
3	3		Construction Surveying/Staking	LS	1	\$1,995.00	\$1,995.00	Yes	
4	4		Clearing and Grubbing	SF	3620	\$1.66	\$6,009.20	Yes	
5	5		Utility Relocation and Irrigation System Modification	LS	1	\$10,488.38	\$10,488.38	Yes	
6	6		Miscellaneous Demolition (including 3 flag poles)	LS	1	\$9,017.40	\$9,017.40	Yes	
7	7		Soil Preparation and Fine Grading	SF	2500	\$3.99	\$9,975.00	Yes	
8	8		Excavation and Rough Grading	CY	145	\$93.10	\$13,499.50	Yes	
9	9		4" Thick Concrete Pavement	SF	370	\$27.93	\$10,334.10	Yes	
10	10		Concrete Pavers	SF	445	\$27.93	\$12,428.85	Yes	
11	11		Decorative Paving at Center of Paver Areas	LS	1	\$20,063.05	\$20,063.05	Yes	
12	12		6" Concrete Mow Curb/Band	LF	136	\$154.28	\$20,982.08	Yes	
13	13		Puzzle Cube Bench Set, including Construction of Concrete Base	EA	3	\$6,802.95	\$20,408.85	Yes	
14	14		Monument Walls (Large Front Wall and Small Background Wall),	LS	1	\$222,961.65	\$222,961.65	Yes	
15	15		Bronze Memorial Plaques (16" x 24")	EA	5	\$3,674.79	\$18,373.95	Yes	
16	16		Bronze Memorial Plaque (36" Diameter)	EA	1	\$9,290.05	\$9,290.05	Yes	
17	17		Marubachi Fountain	EA	1	\$17,985.80	\$17,985.80	Yes	
18	18		Concrete Fountain Basin	EA	1	\$13,366.50	\$13,366.50	Yes	
19	19		45' Flag Pole	EA	2	\$10,181.15	\$20,362.30	Yes	
20	20		50' Flag Pole	EA	1	\$12,342.40	\$12,342.40	Yes	
21	21		Soil Preparation for Planting Area - VOID THIS ITEM	VOID	0	\$0.00	\$0.00	Yes	
22	22		Turf Sod	SF	840	\$6.08	\$5,107.20	Yes	
23	23		Shrub Planting (5 Gallon)	EA	131	\$50.76	\$6,649.56	Yes	
24	23-1-A4		Shrub & Groundcover Planting (1 Gallon)	EA	250	\$23.94	\$5,985.00	Yes	
25	24		2" Wood Mulch for Planting Areas	SF	1778	\$2.67	\$4,747.26	Yes	
26	25		90-day Landscape Maintenance by Contractor	SF	2574	\$0.69	\$1,776.06	Yes	
27	26		Stabilized Decomposed Granite	SF	73	\$15.96	\$1,165.08	Yes	
28	27		Irrigation System Modifications	LS	1	\$65,037.00	\$65,037.00	Yes	
29	28		Structural Foundations for Monuments, including Preparing Shop Drawing Design of Foundations for City Building and Safety Review/Approval and Applying/Obtaining Building Permit prior to Construction	LS	1	\$54,769.40	\$54,769.40	Yes	
30	29		4" Sewer Pipe (Approx. 45') From Water Fountain to Discharge to Existing Sewer Service Pipe, including preparing plans/shop drawings of final sewer pipe alignment for City Review/Approval	LS	1	\$22,950.00	\$22,950.00	Yes	
31	30		Electrical Conduits, Trenching, Wiring and Pull Boxes	LS	1	\$24,099.60	\$24,099.60	Yes	
32	31		Pedestal Mounted Meter/Panel, Feeders & Lighting Controls	LS	1	\$13,566.00	\$13,566.00	Yes	
33	32		Monument & Fountain Up Lighting	EA	8	\$3,790.50	\$30,324.00	Yes	
34	33		Flag Pole Up Lighting	EA	12	\$4,677.61	\$56,131.32	Yes	
35	34		Fountain Electrical	LS	1	\$6,384.00	\$6,384.00	Yes	
36	35		Irrigation Controller	EA	1	\$2,793.00	\$2,793.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$797,242.98
Grand Total	\$797,242.98

BID SECURITY

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

THAT WE, THE UNDERSIGNED, Concept Consultant, Inc., as principal; and The Ohio Casualty Insurance Company, as Surety, are hereby held and bound unto the CITY OF EL MONTE, hereinafter "City", in the sum of Ten Percent of Bid dollars (\$ 10% of Bid), which sum is equal to at least ten percent (10%) of the total amount of the bid for the work, payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the construction of: **El Monte Police Department Memorial, CIP No. 711.**

NOW, THEREFORE,

- a) If the Bid is rejected, or in the alternative,
- b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of a Contract attached hereto (all completed in accordance with said Bid and Contract), and shall in all other respects perform the agreement created by the acceptance of said Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 4th day of April, 2025, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A _____ Affix
(Individual Principal)

N/A _____
(Address) (Business Address)

(Individual Principal)

(Address) (Business Address)

The appropriate California notary form is attached.

Concept Consultant, Inc.
(Corporate Principal)

1220 Manning Ave. #13 Los Angeles CA 90024
(Business Address)



(Corporate Seal) Affix

DESIGNATION OF SUBCONTRACTORS

MUST BE COMPLETELY FILLED OUT, SIGNED, NOTORIZED, AND TURNED IN WITH BID OR BID MAY BE DEEMED NON-RESPONSIVE

Include this "Designation of Subcontractors" form and "Subcontractors Workers Classification Form" with Bid

In compliance with sections 4100-4114 of the California Public Contract Code, each Bidder shall submit the name, contractor license number, and business location of each subcontractor who will perform work or labor or render service to the Contractor for the construction of the work performed under these specifications in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid. If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth. (Attach additional forms as necessary)

Name of Subcontractor	Street Address of Shop, Mill or Office	Type of Work/Category Contract	\$ Value of Work to be Performed	DIR Registration Number	Subcontractor's License Number, Type, Expiration Date
Reyes & Sons Electrica, Inc.	12939 Arroyo Street Sylmar, CA 91342	Electrical	\$100,220.00	1000003506	817091 C-10 02/28/2027
ACME Landscaping, Inc.	15504 La Subida Dr. Hacienda Heights, CA 91745	Irrigation, Landscape and Pavers	\$80,280.00	Inprocess by DIR	1130699 C-27 12/31/2026
First Class Plumbing	155 Entrada Dr #1 Santa Monica , CA 90402	Plumbing	\$12,500.00	1000015549	C-36 C-42 & A 862790 8/31/2026

If no subcontractors will be used, write "NONE" here: _____

I declare under penalty of perjury that the foregoing is true and correct and this Declaration is executed this 9th day of

April, 2025, in Los Angeles, California

By: [Signature]
Contractor Company Name: Concept Consultant inc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 04/09/2025 before me, Mehran Khorramian, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Nick Sammadi
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Designation of SubContractors
Document Date: _____ Number of Pages: (1)
Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

DESIGNATION OF SUBCONTRACTORS FORM MUST BE TURNED IN WITH BID

SUBCONTRACTORS WORKERS CLASSIFICATIONS FORM							
Subcontractor Business Name First Class Plumbing							
Subcontractor Registration Number with DIR 1000015549							
Contact Person Name Jay West							
Contact Person Title President							
Contact Person Phone Number 310-913-8222							
Contact Person E-mail Address Jay@Firstgeneralengineering.com or fcplumbingco@gmail.com							
Workers Classifications							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALULATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input checked="" type="checkbox"/>	PLASTERERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS	<input type="checkbox"/>	Plumbing	<input checked="" type="checkbox"/>		<input type="checkbox"/>	

Subcontractor Business Name							
Subcontractor Registration Number with DIR							
Contact Person Name							
Contact Person Title							
Contact Person Phone Number							
Contact Person E-mail Address							
Workers Classifications							
<input type="checkbox"/>	ASBESTOS	<input type="checkbox"/>	BOILERMAKER	<input type="checkbox"/>	BRICKLAYERS	<input type="checkbox"/>	CARPENTERS
<input type="checkbox"/>	CARPET/LINOLEUM	<input type="checkbox"/>	CEMENT MASONS	<input type="checkbox"/>	DRYWALL FINISHER	<input type="checkbox"/>	DRYWALULATHERS
<input type="checkbox"/>	ELECTRICIANS	<input type="checkbox"/>	ELEVATOR MECHANIC	<input type="checkbox"/>	GLAZIERS	<input type="checkbox"/>	IRON WORKERS
<input type="checkbox"/>	LABORERS	<input type="checkbox"/>	MILLWRIGHTS	<input type="checkbox"/>	OPERATING ENG	<input type="checkbox"/>	PAINTERS
<input type="checkbox"/>	PILE DRIVERS	<input type="checkbox"/>	PIPE TRADES	<input type="checkbox"/>	PLASTERERS	<input type="checkbox"/>	ROOFERS
<input type="checkbox"/>	SHEET METAL	<input type="checkbox"/>	SOUND/COMM	<input type="checkbox"/>	SURVEYORS	<input type="checkbox"/>	TEAMSTER
<input type="checkbox"/>	TILE WORKERS	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

If no subcontractors will be used, write "NONE" here: _____

SUBCONTRACTORS WORKERS CLASSIFICATION FORM MUST BE TURNED IN WITH BID



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 2

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

DATE: April 15, 2025

TO ALL PROSPECTIVE BIDDERS:

The following addendum is hereby made a part of the Bidding Solicitation Packet for the El Monte Police Department Memorial Project, CIP 711, as fully and completely as if the same were set forth therein. This Addendum modifies the original bid solicitation documents published in the City's electronic procurement platform (i.e. Planet Bids) on March 20, 2025:

This addendum consists of six(6) pages (including the cover page) as follows:

- (1) Replace Coversheet of the project specifications with Page A2. (1 page)
Bid proposal deadline has been revised to April 24, 2025 2:00pm.**
- (2) Replace page 2 with Page 2-A2 (1 page). Bid proposal deadline has been revised to April 24, 2025 2:00pm.**
- (3) Replace page 8 with Page 8-A2 (1 page). Bid proposal deadline has been revised to April 24, 2025 2:00pm**
- (4) Replace page 10 with Page 10-A2 (1 page).**

Any and all notifications or Addenda must be acknowledged via signature by the Consultant and made part of and incorporated as part of the proposal with all required forms.

Please sign the acknowledgement below and include it as part of your Proposal for the El Monte Police Department Memorial Project, CIP 711. Failure to do so may be grounds for rejection of your proposal.



Luis Osuna, P.E.,
City Engineer



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 2

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

ADDENDUM ACKNOWLEDGEMENT

Proposer shall signify receipt of all addenda (if any) here: **Addendum No. 2**

Respectfully submitted,

Concept Consultant, Inc.

Company Name

Nick Sammadi

Proposer's Legal Name

A handwritten signature in black ink that reads "Nick Sammadi".

Proposer's Legal Signature

Title **President**

1220 Manning Ave. # 13

Los Angeles, CA 90024

Street Address

310-439-8516

Telephone Number

4/24/2025

Date

CITY OF EL MONTE



BIDDING SOLICITATION PACKET FOR ***EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711***

***NOTICE INVITING BIDS
MARCH 20, 2025***

DEADLINE FOR SUBMITTING BIDS: APRIL 24, 2025, **2:00 PM** VIA PLANET BIDS

INVITATION TO BID

Pursuant to Public Contract Code Sections 1600 and 1601, all bids or proposals shall be submitted through the City's electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **2:00 pm Pacific Standard Time on or before April 24, 2025** for the project listed below. A bid submitted after the time set shall not be considered. Bidders are required to submit (upload) all items listed in the section 4(d) of Instructions to Bidders, including a copy of the required Bidder's Bond and acknowledgement of all addendums. Bids will be received by the City via the electronic submission up to the date and time shown in the Notice of Inviting Bids. The City will be responsible for bid tabulations. Bids will be opened and read out loud by the City Clerk's Office in Council Chambers at the date and time stated in the Notice of Inviting Bids. Bid results will be made available to the public on the City's website in the electronic bid management system once the bid tabulation has been completed.

The foregoing notwithstanding, the award of any contract shall be subject to approval by the City Council at a duly noticed City Council meeting and the City Council reserves the right to reject all Bids.

The Bidder, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of are true and correct. The Bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature. By submitting an electronic bid, the Bidder certifies that the Bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the electronic bid as its Bid proposal, the Bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

El Monte Police Department Memorial, CIP 711

The proposed work consists of the construction of a **waterfall memorial monument** to honor the City's fallen officers. The memorial will be located in front of City Hall and will be integrated into the existing landscape area. The project includes new monument construction and site improvements to enhance accessibility, aesthetics, and functionality. The work includes, but is not limited to, furnishing all labor, materials, and equipment necessary to complete the improvements per the construction documents. This includes the installation of a precast memorial wall with bronze plaques, a Marubachi fountain by Stone Forest, new flagpoles, 9" thick concrete bands, decorative pavement inlay by PaverArt, decorative pavers, 6" concrete mow bands, concrete paving, benches, stabilized decomposed granite, new planting and turf, irrigation system and existing system modifications, uplighting, grading, excavation, backfill, and compaction as required for the monument, hardscape, and planting areas, along with soil preparation, including amendments and fine grading for planting areas. Demolition includes the removal of existing elements as noted on the plans. The project also involves the installation of new electrical and plumbing systems to support lighting and the fountain. All work shall be performed in accordance with the approved construction drawings, specifications, and applicable City

(a) City's electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **2:00pm** Pacific Standard Time on or before **April 24, 2025**. Bidder is solely responsible for "on time" submission of their electronic Bid. The bid management system will not accept late Bids and no exceptions shall be made.

(b) Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the Bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the Bid being rejected as not responsive.

(c) Bids shall be opened and Bid tabulations will be available on PlanetBids immediately following the bid closing at the time specified in the Invitation to Bid, unless changed by addendum.

(d) Bid documents to be submitted shall include the following:

- (1) Completed Bid Schedule (If applicable)
- (2) Proposal Signature Sheet
- (3) Bid security (if a bid bond, to be accompanied by power of attorney, both executed and notarized). Original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.
- (4) Non-Collusion Declaration
- (5) Experience Qualification Form
- (6) Completed Subcontractor List
- (7) Bidder's Checklist
- (8) Addendum(a) Acknowledgement Form

5. Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bid Schedule. No Bid received after the time fixed or received at any place other than the place stated in the Invitation to Bid will be considered. All bids will be opened and read

(b) If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself.

8. Interpretation of Contract Documents

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract Documents must be submitted in writing at least five (5) calendar days prior to the bid opening. Requests for clarification received after the above noted deadline may be answered at the discretion of the Project Manager. Any such explanations or interpretations will be made in the form of Addenda to the documents and will be furnished to all Bidders who shall submit all addenda with their Bids. Neither the City Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that it has placed no reliance on any such oral explanation or interpretation. However, the City Engineer may, upon inquiry by Bidder, orally direct the Bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

Requests for Clarifications must be made in writing through the City's electronic bid management system (PlanetBids) at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **2:00pm** Pacific Standard Time on or before **April 9, 2025**. All posted questions will be answered in writing and conveyed via written addenda to all Bidders and Proposers via posting on PlanetBids on or before **April 21, 2025**.

9. Modification of Bids

E-bids are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. A Bidder may modify its Bid at any time prior to bid closing via PlanetBids.

10. Withdrawals of Bids

Bids may be withdrawn any time before the bid deadline, by selecting "withdraw" on PlanetBids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as in the Contract Documents herein provided. Negligence on the part of the Bidder preparing its Bid shall not constitute a right to withdraw the Bid subsequent to the opening of Proposals.

11. Discrepancies

In the case of discrepancy between unit prices and totals, unit prices will prevail and the City will recalculate the bid total based on the unit prices and estimated quantities. In case of discrepancy between words and figures, words will prevail.

12. Servicing and Maintenance



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 3

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

DATE: April 21, 2025

TO ALL PROSPECTIVE BIDDERS:

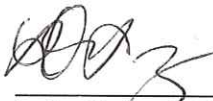
The following addendum is hereby made a part of the Bidding Solicitation Packet for the El Monte Police Department Memorial Project, CIP 711, as fully and completely as if the same were set forth therein. This Addendum modifies the original bid solicitation documents published in the City's electronic procurement platform (i.e. Planet Bids) on March 20, 2025:

This addendum consists of five(5) pages (including the cover page) as follows:

- (1) Replace Coversheet of the project specifications with Page A3. (1 page)
Bid proposal deadline has been revised to April 28, 2025 2:00pm.**
- (2) Replace page 2 with Page 2-A3 (1 page). Bid proposal deadline has been revised to April 28, 2025 2:00pm.**
- (3) Replace page 8 with Page 8-A3 (1 page). Bid proposal deadline has been revised to April 28, 2025 2:00pm**

Any and all notifications or Addenda must be acknowledged via signature by the Consultant and made part of and incorporated as part of the proposal with all required forms.

Please sign the acknowledgement below and include it as part of your Proposal for the El Monte Police Department Memorial Project, CIP 711. Failure to do so may be grounds for rejection of your proposal.

for 

Luis Osuna, P.E.,
City Engineer

ADDENDUM ACKNOWLEDGEMENT



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 3

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

Proposer shall signify receipt of all addenda (if any) here: **Addendum No. 3**

Respectfully submitted,

Concept Consultant, Inc.

Company Name

Nick Sammadi

Proposer's Legal Name

A handwritten signature in blue ink that reads "Nick Sammadi".

Proposer's Legal Signature

Title President

1220 Manning Ave. # 13

Los Angeles, CA 90024
Street Address

310-439-8516
Telephone Number

4/21/2025
Date

CITY OF EL MONTE



BIDDING SOLICITATION PACKET FOR ***EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711***

***NOTICE INVITING BIDS
MARCH 20, 2025***

DEADLINE FOR SUBMITTING BIDS: APRIL 28, 2025, **2:00 PM** VIA PLANET BIDS

INVITATION TO BID

Pursuant to Public Contract Code Sections 1600 and 1601, all bids or proposals shall be submitted through the City's electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **2:00 pm Pacific Standard Time on or before April 28, 2025** for the project listed below. A bid submitted after the time set shall not be considered. Bidders are required to submit (upload) all items listed in the section 4(d) of Instructions to Bidders, including a copy of the required Bidder's Bond and acknowledgement of all addendums. Bids will be received by the City via the electronic submission up to the date and time shown in the Notice of Inviting Bids. The City will be responsible for bid tabulations. Bids will be opened and read out loud by the City Clerk's Office in Council Chambers at the date and time stated in the Notice of Inviting Bids. Bid results will be made available to the public on the City's website in the electronic bid management system once the bid tabulation has been completed.

The foregoing notwithstanding, the award of any contract shall be subject to approval by the City Council at a duly noticed City Council meeting and the City Council reserves the right to reject all Bids.

The Bidder, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of are true and correct. The Bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature. By submitting an electronic bid, the Bidder certifies that the Bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the electronic bid as its Bid proposal, the Bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

El Monte Police Department Memorial, CIP 711

The proposed work consists of the construction of a **waterfall memorial monument** to honor the City's fallen officers. The memorial will be located in front of City Hall and will be integrated into the existing landscape area. The project includes new monument construction and site improvements to enhance accessibility, aesthetics, and functionality. The work includes, but is not limited to, furnishing all labor, materials, and equipment necessary to complete the improvements per the construction documents. This includes the installation of a precast memorial wall with bronze plaques, a Marubachi fountain by Stone Forest, new flagpoles, 9" thick concrete bands, decorative pavement inlay by PaverArt, decorative pavers, 6" concrete mow bands, concrete paving, benches, stabilized decomposed granite, new planting and turf, irrigation system and existing system modifications, uplighting, grading, excavation, backfill, and compaction as required for the monument, hardscape, and planting areas, along with soil preparation, including amendments and fine grading for planting areas. Demolition includes the removal of existing elements as noted on the plans. The project also involves the installation of new electrical and plumbing systems to support lighting and the fountain. All work shall be performed in accordance with the approved construction drawings, specifications, and applicable City

(a) City's electronic bid management system (PlanetBids) at <https://www.planetbids.com/portal/portal.cfm?CompanyID=43375> by **2:00pm** Pacific Standard Time on or before **April 28, 2025**. Bidder is solely responsible for "on time" submission of their electronic Bid. The bid management system will not accept late Bids and no exceptions shall be made.

(b) Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the Bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the Bid being rejected as not responsive.

(c) Bids shall be opened and Bid tabulations will be available on PlanetBids immediately following the bid closing at the time specified in the Invitation to Bid, unless changed by addendum.

(d) Bid documents to be submitted shall include the following:

- (1) Completed Bid Schedule (If applicable)
- (2) Proposal Signature Sheet
- (3) Bid security (if a bid bond, to be accompanied by power of attorney, both executed and notarized). Original bid security shall be submitted to the City Clerk prior to the bid due date and time. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.
- (4) Non-Collusion Declaration
- (5) Experience Qualification Form
- (6) Completed Subcontractor List
- (7) Bidder's Checklist
- (8) Addendum(a) Acknowledgement Form

5. Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid will render it informal and may cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bid Schedule. No Bid received after the time fixed or received at any place other than the place stated in the Invitation to Bid will be considered. All bids will be opened and read



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT

Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 4

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

DATE: April 22, 2025

TO ALL PROSPECTIVE BIDDERS:

The following addendum is hereby made a part of the Bidding Solicitation Packet for the El Monte Police Department Memorial Project, CIP 711, as fully and completely as if the same were set forth therein. This Addendum modifies the original bid solicitation documents published in the City's electronic procurement platform (i.e. Planet Bids) on March 20, 2025:

This addendum consists of fifteen (15) pages (including the cover page) as follows:

- (1) Replace page 4 with page 4-A4 (1 page).**
 - **Paragraph 4: The required Contractor's License has been revised.**
- (2) Replace pages 23 to 24 with Pages 23-A4 to 24-A4 (3 pages).**
 - **Void Bid Item No.21 "Soil Preparation for Planting Area"**
 - **Revise the quantity for bid item No. 23 from 500 to 131 (Shrub Planting (5 Gallon)**
 - **Add bid item No. 23-1-A4 (Shrub Planting (1 Gallon)**
- (3) Replace page 123 with Page 123-A4 (1 page).**
 - **The liquidated damages daily rate has been revised.**
- (4) Part 5: Standard and Technical Provisions, Page 236 of the Specifications, Section 32 90 00 Part 1 Section 1.1 Add the following Section:**

Section 32 01 30 – Operation and Maintenance of Site Improvements (6 pages).
- (5) Part 5: Standard and Technical Provisions, Section 32 92 23 Part 1 Section 1.9 (Page 272 of the Specifications). Add the following Section:**

Section 32 01 90 – Tree and Shrub Preservation (3 pages).

Any and all notifications or Addenda must be acknowledged via signature by the Consultant and made part of and incorporated as part of the proposal with all required forms.



CITY OF EL MONTE
PUBLIC WORKS DEPARTMENT


Jerry M. Moreno
Public Works & Utilities Director

Luis H. Osuna, P.E.
City Engineer

ADDENDUM NO. 4

EL MONTE POLICE DEPARTMENT MEMORIAL, CIP 711

Please sign the acknowledgement below and include it as part of your Proposal for the El Monte Police Department Memorial Project, CIP 711. Failure to do so may be grounds for rejection of your proposal.



Luis Osuna, P.E.,
City Engineer

ADDENDUM ACKNOWLEDGEMENT

Proposer shall signify receipt of all addenda (if any) here: **Addendum No. 4**


Respectfully submitted,

Concept Consultant, Inc.

Company Name

Nick Sammadi

Proposer's Legal Name



Proposer's Legal Signature

Title President

1220 Manning Ave. # 13

Los Angeles, CA 90024

Street Address

310-432-8516

Telephone Number

4/22/2025

Date

**Office of the City Clerk
City of El Monte – City Hall East
11333 Valley Blvd
El Monte CA, 91731**

The award of the contract by the City Council is contingent upon the Bidder submitting the required bonds and insurance, as described in the Contract, prior to the Bid due date and time. If the Bidder fails to comply with these requirements, the City may award the contract to the second or third lowest Bidder and the Bid security of the lowest Bidder may be forfeited.

Bids Remain Sealed Until Due Date and Time. Electronic Bids are transmitted into the City's bidding system via hypertext transfer protocol secure (https). Bids submitted prior to the due date and time are not available for review by anyone other than the submitter, who will have until the due date and time to change, rescind or retrieve its bid should they desire to do so. Upon the Bidder's entry of their bid, the system will ensure that all required fields are entered. The system will not accept a Bid for which any required information is missing. This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents. All Bid submission information must be fully transferred from the Bidder server to the bid system server before bid closing. Bids still transmitting at the time of bid closing will not be accepted. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. **DO NOT FAX OR EMAIL.**

Bid Security: Each proposal must be accompanied by a Bid Security in the form of a cashier's check, certified check, or bid bond executed on the prescribed form, in an amount not less than ten percent (10%) of the total bid price payable to the City of El Monte. Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of this Contract to ensure performance.

Prior to the bid due date and time, all Bidders shall submit the original Bid Security to the City Clerk. Proof of delivery that is date/time stamped and signed for by the City Clerk from other couriers other than Certified mail will be accepted. A copy of the proof of delivery shall be submitted with the bid package by the bid due date.

Contractor's License: Bidder must possess a current **Class "A" - General Engineering Contractor license** or **Class "B" General Building Contractor license combined with C-61-D-34 License.** All required licenses shall be issued by the State of California, at the time the bid is submitted.

Contractor Registration: All Bidders and listed subcontractors must have registered with the California State Department of Industrial Relations pursuant to Labor Code section 1725.5 prior to submitting a Bid. Furthermore, a Contractor and all subcontractors must be registered pursuant to Labor Code section 1725.5 before entering into a contract to work on a public project.

14	1	LS	Monument Walls (Large Front Wall and Small Background Wall),	\$		\$
15	5	EA	Bronze Memorial Plaques (16" x 24")	\$		\$
16	1	EA	Bronze Memorial Plaque (36" Diameter)	\$		\$
17	1	EA	Marubachi Fountain	\$		\$
18	1	EA	Concrete Fountain Basin	\$		\$
19	2	EA	45' Flag Pole	\$		\$
20	1	EA	50' Flag Pole	\$		\$
SUBTOTAL FOR SITE AMENITIES						\$
LANDSCAPE						
21	2,574	SF	Soil Preparation for Planting Area	\$		\$ VOID THIS ITEM
22	840	SF	Turf Sod	\$		\$
23	131	EA	Shrub Planting (5 Gallon)	\$		\$
23-1-A4	250	EA	Shrub & Groundcover Planting (1 Gallon)	\$		\$
24	1,778	SF	2" Wood Mulch for Planting Areas	\$		\$
25	2,574	SF	90-day Landscape Maintenance by Contractor	\$		\$
26	73	SF	Stabilized Decomposed Granite	\$		\$
SUBTOTAL FOR LANDSCAPE						\$
IRRIGATION						
27	1	LS	Irrigation System Modifications	\$		\$
SUBTOTAL FOR IRRIGATION						
STRUCTURAL FOUNDATION						
28	1	LS	Structural Foundations for Monuments, including Preparing Shop Drawing Design of Foundations for City Building and Safety Review/Approval and Applying/Obtaining Building Permit prior to Construction	\$		\$
SUBTOTAL FOR STRUCTURAL FOUNDATION						
SEWER						
29	1	LS	4" Sewer Pipe (Approx. 45') From Water Fountain to Discharge to Existing Sewer Service	\$		\$

			Pipe, including preparing plans/shop drawings of final sewer pipe alignment for City Review/Approval			
<i>SUBTOTAL FOR SEWER</i>						\$
ELECTRICAL						
30	1	LS	Electrical Conduits, Trenching, Wiring and Pull Boxes	\$		\$
31	1	LS	Pedestal Mounted Meter/Panel, Feeders & Lighting Controls	\$		\$
32	8	EA	Monument & Fountain Up Lighting	\$		\$
33	12	EA	Flag Pole Up Lighting	\$		\$
34	1	LS	Fountain Electrical	\$		\$
35	1	EA	Irrigation Controller	\$		\$
<i>SUBTOTAL FOR ELECTRICAL</i>						\$

TOTAL BID AMOUNT IN FIGURES (ITEMS 1 TO 35):

\$ _____

TOTAL BID AMOUNT IN WORDS (ITEMS 1 TO 35):

\$ _____

6.08. FAILURE TO TIMELY COMPLETE THE WORK – LIQUIDATED DAMAGES

(a) Liquidated Damages

- (1) It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and/or Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of **One thousand Seven hundred dollars (\$1,700)** per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- (2) In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract, and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

(b) Exclusions

The Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the owner of the utility under Government Code section 4215.

6.09. CLEAN-UP

During the progress of the Work, the Contractor shall maintain the Site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. All waste materials shall be removed daily from the Site and disposed of by the Contractor by any proper means at its own expense unless designated otherwise on the plans. No waste materials shall be placed in the public street right-of-way. Unless otherwise specified, all existing piping, materials and/or equipment removed pursuant to this Contract shall become the Contractor's property.

Upon completion of the Work and before the final estimate is submitted, the Contractor shall, at its own cost and expense, remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to the Contractor or used under the Contractor's

SECTION 32 01 30 – OPERATION AND MAINTENANCE OF SITE IMPROVEMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Work Specified in this Section: Furnish all labor, material, equipment, and services required to maintain the landscape in an attractive condition as specified herein for a period of 90 calendar days.
- B. Related Work Specified in Other Sections:
 - 1. Section 32 84 00: Landscape Irrigation
 - 2. Section 32 90 00: Landscape Planting
 - 3. Section 32 92 19: Seeding
 - 4. Section 32 93 10: Palm Planting
- C. Definition: The word Architect as used herein shall refer to the Landscape Architect or the Owner's authorized representative.

1.2 QUALITY ASSURANCE

- A. The Contractor's representatives and employees shall be experienced in landscape maintenance.

1.3 90 CALENDAR DAY MAINTENANCE PERIOD

- A. The Contractor shall continuously maintain all areas involved in this Contract during the progress of work. Maintenance period shall not start until all elements of construction, planting, and irrigation for the entire project are in accordance with Plans and specifications.
 - 1. A prime requirement is that all lawn and groundcover areas shall have been planted and that all lawn areas shall show an even, healthy stand of grass seedlings or sod, either of which shall have been mowed twice. Maintenance period will not be shortened when this criteria is met, but may be lengthened if not met.
 - 2. The Contractor's maintenance period will be extended if the provisions required within the Plans and specifications are not fulfilled. Project may not be segmented into maintenance phases.
 - 3. The Contractor shall request a Pre-Maintenance inspection by the Owner and Architect at the completion of the installation process.
 - 4. The Maintenance Period shall begin upon successful completion of the Pre-Maintenance walk-through punch list and acceptance of the landscape installation by the Owner.
 - 5. If such criteria are met to the satisfaction of the Owner, a field notification will be issued to the Contractor to establish the effective beginning date of the maintenance period.
- B. The Maintenance Period continues for 90 calendar days until final acceptance of the work by the Owner. Improper maintenance or poor condition of planting at the termination of the scheduled maintenance period may cause postponement of the final completion date of the Contract.

- C. Any day when the Contractor fails to adequately maintain planting, replace unsuitable plants or do weed control or other work, as determined necessary by the Owner, will not be credited as one of the maintenance period working days.

1.4 GUARANTEE AND REPLACEMENT

- A. Guarantee: All plant material installed under the contract shall be guaranteed for a period of one year from the Start of the Maintenance Period. Plants found to be dead or in poor condition due to faulty materials or workmanship, as determined solely by the Architect, shall be replaced by the Contractor at his expense.
 - 1. Replacement: Materials found to be dead, missing, or in poor condition during the Maintenance period shall be replaced immediately.
 - 2. The Architect shall be the sole judge as to the condition of material.
 - 3. The Contractor shall replace material rejected during the Guarantee period within fifteen (15) days of written notification by the Owner.

1.5 OBSERVATION VISITS

- A. The Contractor shall request progress visits from the Architect at least 72 hours in advance of anticipated visits. Normal observation visits are as follows:
 - 1. Immediately prior to the commencement of the work in this section.
 - 2. Completion of first 90 days of maintenance.
 - 3. Final acceptance.

1.6 FINAL ACCEPTANCE OF THE PROJECT

- A. Prior to the date of the final observation visit, the Contractor shall acquire from the Architect-approved reproducible Plans and record (from the job record set) all changes made during construction, label these Plans "Record Drawings", and deliver to the Architect for review and approval.
- B. Prior to the date of final inspection, the Contractor shall deliver to the Architect a written "Landscape and Irrigation Guarantee" as required herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials used shall either conform to landscape specifications in other sections or shall otherwise be acceptable to the Owner.
- B. The Owner shall be given a monthly record of all herbicides, insecticides, and disease control chemicals used. Failure to provide such a record will continue maintenance period until compliance occurs.

PART 3 - EXECUTION

3.1 MAINTENANCE

- A. Maintenance shall be performed according to the following standards:

1. All areas shall be weeded and cultivated at intervals of not more than ten (10) days.
 2. Watering, mowing, rolling, edging, trimming, fertilization, spraying, and pest and rodent control, as may be required, shall be included in the maintenance period.
 3. Street gutters shall be cleaned as part of the maintenance program.
 4. The Contractor shall be responsible for maintaining adequate protection of the area.
 - a. Damaged areas shall be repaired at the Contractor's expense.
 5. Between the 15th day and the 20th day of the maintenance period, the Contractor shall reseed and re-sod all spots or areas within the lawn where normal turf growth is not evident.
- B. The Contractor shall be responsible for reporting to the Owner conditions beyond his control that prevent or have negative impact on the work required herein.

3.2 TREE AND SHRUB CARE

- A. Watering
1. Apply enough irrigation water so that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth.
 - a. Do not maintain soils in a constantly wet condition.
 - b. Contractor shall be responsible for familiarizing himself with the particular water requirements for the various plantings and shall be responsible for setting and maintaining the automatic controller to optimum minimum levels.
 - c. Damage to the plantings caused by over-watering or under-watering shall be the responsibility of the Contractor to replace at no cost to Owner.
 2. Maintain a water basin around newly planted plants so that water can be applied to moisturize throughout the root zone. At the end of the maintenance period these basins shall be flattened out to match surrounding grades.
 3. If hand-watering, use a fan spray nozzle to break the water force.
- B. Tree Pruning
1. Nursery grown trees will not normally require pruning for the first year. Prune trees only if directed by Architect or Owner, and only for these purposes:
 - a. selection and development of permanent scaffold branches that have a vertical spacing of from 18" to 48" and radial orientation so as not to cross each other,
 - b. elimination of diseased or damaged growth,
 - c. elimination of narrow V-shaped branch forks that lack strength,
 - d. reduction of toppling and wind damage by thinning out crowns,
 - e. maintenance of growth within space limitations,
 - f. maintenance of natural appearance,
 - g. Balancing of crown-to-root ratio.
 2. Under no circumstances will stripping of lower branches ("rising up") of young trees be permitted.
 - a. Lower branches shall be retained in a "tipped-back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk).
 - b. Lower branches can be cut flush with trunk only after the tree is able to stand erect without staking or other support.
 3. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.

- C. Shrub Pruning
 - 1. The objectives of shrub pruning are the same as for trees. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design.
 - 2. All pruning cuts shall be made to lateral branches or buds or flush with the trunk. "Stubbing" will not be permitted.

- D. Staking and Guying: Stakes and guys shall remain in place until final acceptance and are to be continuously inspected and adjusted to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds and to allow trees to sway freely. Stakes and guys are to be removed when trees become sufficiently well rooted or after one year. When stakes or guys are removed, tree heads may be thinned to reduce wind load.

- E. Weed Control: Keep all areas, including basins and areas between plants, free of weeds.
 - 1. Use recommended legally approved herbicides only when mechanical removal methods are not feasible.
 - 2. Avoid frequent soil cultivation next to trees or shrubs that destroys shallow roots.
 - 3. Use mulches to help prevent weed seed germination.

- F. Pest and Disease Control: Maintain control of insect and rodent infestations. The preferred method of control shall be biological control, or with non-toxic, biodegradable, organic materials. If stronger materials are needed, only materials that are recommended by a licensed Pest Control Advisor and are EPA approved and regulated shall be used. Only registered and licensed Pest Control Operators shall apply insecticide or chemical applications. Notify Owner a minimum of five (5) working days before chemical applications.

- G. Fertilization
 - 1. Fertilize all planting areas at 30-day intervals, with fertilizer and at rate as recommended by Soils Report.
 - a. Avoid applying fertilizer to root balls and bases of main stems
 - b. Spread fertilizer evenly around plants to drip line.
 - c. Distribute fertilizer evenly over turf or groundcover areas to avoid patchy coloration.

- H. Replacement of Plants: Replace dead, dying, and missing plants with plants of a size, condition, and variety acceptable to Architect or Owner at Contractor's expense.

3.3 GROUND COVER CARE

- A. Weed Control: Control weeds preferably with mechanical methods, and also with preemergent herbicides and selective systemic herbicides. Hoe weeds as little as possible since this may result in plant damage. Foot traffic in planted areas shall be minimized, and soil compaction shall be loosened immediately.

- B. Watering: Water enough so that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth.
 - 1. Do not maintain soils in a constantly wet condition.
 - 2. Contractor shall familiarize himself with the particular water requirements for the planting and shall be responsible for setting and maintaining the automatic controller to optimum minimum levels.
 - 3. Damage to the planting caused by over-watering or under-watering shall be the responsibility of the Contractor to replace.

- C. Trash: Remove trash weekly. Remove debris, clippings or branches produced by maintenance activities within 8 hours.
- D. Edging and Trimming: Edge ground cover to keep in bounds and trim top growth as necessary to achieve an overall even appearance.
- E. Replacement: Replace dead and missing plants at Contractor's expense.

3.4 LAWN AND TURF CARE

- A. Mowing and Edging:
 - 1. Mowing of turf will commence when the grass has reached a recommended height for the specified species. Mowing will be at least twice a week after the first cut. Turf must be well-established and free of bare spots and weeds to the satisfaction of the Architect prior to final acceptance.
 - 2. Edges shall be trimmed at least weekly or as needed for neat appearance.
 - 3. Grass clippings if visible in piles regardless of size shall be removed from the premises.
- B. Watering: Lawns shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone and maintain healthy growth.
- C. Fertilizing:
 - 1. Fertilize all on-grade lawn areas as follows or as recommended by soils report:
 - a. At the end of the first 30 calendar days and at 30 to 90 calendar day intervals thereafter - 5 lbs. per 1,000 square feet of maintenance fertilizer.
 - b. After application, irrigate thoroughly.
- D. Weed Control: Remove broad leaf weeds manually or control with selective herbicides. Turf areas shall be kept weed-free.
- E. Renovating:
 - 1. If required, remove thatch by verticutting, preferably in the fall but otherwise in the spring. At this time, fertilize with maintenance fertilizer and over-seed if needed.
 - 2. Aerify compacted areas to improve water penetration whenever needed.

3.5 IRRIGATION SYSTEM

- A. System Inspection: Contractor shall continuously check all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each of the lateral. All heads are to be continuously adjusted as necessary for proper coverage and to eliminate over-spray on buildings or paving. Contractors regular maintenance personnel shall test, observe, and adjust each sprinkler system no less than once per month.
- B. Controllers: Set and program automatic controllers for seasonal water requirements and minimum optimum water use. Give Owner's representative a key to controllers and instructions on how to turn off system in case of emergency.
- C. Repairs: Repair all damage to irrigation system at Contractor's expense. Repairs shall be made within one watering period.

END OF SECTION 32 01 30

SECTION 32 01 90 – TREE AND SHRUB PRESERVATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the protection and trimming and root pruning of trees that interfere with, or are affected by, execution of the Work, whether temporary or new construction.

1.2 RELATED WORK NOT IN THIS SECTION:

- A. Section 32 90 00: Landscape Planting
- B. Section 32 91 19: Finish Grading

1.3 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of landscape architects and owners, and other information specified.
- B. Certification from a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- C. Maintenance recommendation from a qualified arborist for care and protection of trees affected by construction during and after completing the Work.

1.4 QUALITY ASSURANCE

- A. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.
- B. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated.
- C. Pre-installation Conference: Before starting tree protection and trimming, meet with representatives of authorities having jurisdiction, Owner, Landscape Architect, consultants, and other concerned entities. Review tree protection and trimming procedures and responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch sieve and not more than 10 percent passing a 3/4-inch sieve.

- B. Topsoil: Fertile, friable, surface soil, containing natural loam and complying with ASTM D 5268. Provide topsoil that is free of stones larger than 1 inch in any dimension and free of other extraneous or toxic matter harmful to plant growth. Obtain topsoil only from well-drained sites where soil occurs in depth of 4 inches or more; do not obtain from bogs or marshes.
- C. Filter Fabric: Manufacturer's standard, non-woven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- D. Chain Link Fence: Metallic-coated steel chain link fence fabric, 0.120-inch- diameter wire size; 72 inches high, minimum; line posts, 1.9 inches in diameter; terminal and corner posts, 2-3/8 inches in diameter; top rail, 1-5/8 inches in diameter; bottom tension wire, 0.177 inch in diameter; with tie wires, hog ring ties, and other accessories for a complete fence system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before construction begins, fertilize affected trees to improve tree vigor and health. Soil analysis testing should be completed to assure fertilization with the appropriate fertilizer products.
- B. Temporary Fencing: Install temporary fencing located at or outside the drip line of trees.
- C. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.
- D. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.
- E. Do not allow fires under or adjacent to remaining trees or other plants.

3.2 EXCAVATION

- A. Do not excavate within drip line of trees.
- B. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 1. Cut roots approximately 3 inches back from new construction.
 2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Protect roots from damage until they are permanently relocated and covered with soil.
- C. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

- D. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 TREE PRUNING

- A. Prune tree canopies and branches at the direction of the project arborist to remove any dead or broken branches, and to provide the necessary clearances for the construction equipment.
- B. Root prune existing street trees to prevent sidewalk and curb damage.
- C. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.
- D. Pruning Standards: Prune trees according to ANSI A300 as follows:
 - 1. Crown cleaning.
 - 2. Crown thinning.
 - 3. Crown reduction.
- E. Cut branches with sharp pruning instruments; do not break or chop.

3.4 TREE REPAIR AND REPLACEMENT

- A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.
- B. Remove and replace dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.
- C. Provide new trees of the same size and species as those being replaced; plant and maintain as specified in Division 2 Section "Landscape Planting."

3.5 SOIL AERATION

- A. Aerate surface soil compacted during construction, 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch- diameter holes a minimum of 12 inches deep at 24 inches on center. Backfill holes with an equal mix of augured soil and sand.

3.6 DISPOSAL OF WASTE MATERIALS

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

END OF SECTION 32 01 90



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