



Proposal and Contract

Toro Enterprises, Inc.

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License No. 710580 A

CA DIR #1000002410

Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE ***REVISED** REDONDO BEACH SEWER CONNECT

BID #12289R1

TO CITY OF REDONDO BEACH

415 DIAMOND ST.

REDONDO BEACH, CA

(310) 318-0661

Client #	Description	Quantity	U/M	Unit Price	Ext Price
1	MOBILIZE	1.000	EA	\$6,500.00	\$6,500.00
2	TRENCH SAFETY	1.000	EA	\$5,700.00	\$5,700.00
3	INSTALL 6-INCH CHIMNEY ON EXIST. SEWER	1.000	EA	\$27,200.00	\$27,200.00
4	6-INCH LATERAL FROM CHIMNEY (5' COVER)	3.000	EA	\$3,860.00	\$11,580.00
5	SEWER CLEAN-OUT	4.000	EA	\$2,000.00	\$8,000.00
Grand Total:					\$58,980.00

ESTIMATOR: SIMON JOHNSON

Date: _____ Accepted By: _____

Fuel & Lubricants Price Escalation:

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (**Base Price**). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project

Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (**Base Price**).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the **Base Price**.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (**Base Price**) vs. prices at any given date during the life of the project, in which the price exceeds the **Base Price** plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

Important Bid Note:

- A. Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.*
- B. In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.*

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 8/13/2022
2. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
3. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE \$4,500.00 EACH
4. OWNER TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
5. CHIMNEY IS BID WITH 2500 PSI CONCRETE UNLESS SPECIFICALLY STATED ABOVE.
6. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
7. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
8. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.

9. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
10. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
11. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
12. ENGINEERING, COMPACTION TEST, CONCRETE TESTING TO BE PROVIDED BY OTHERS.
13. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
14. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
15. PROTECTION OF OUR WORK AFTER INSTALLATION IS THE RESPONSIBILITY OF THE OWNER.
16. ALL UNIT PRICES ARE SUBJECT TO THE AVAILABILITY OF MATERIALS FROM LOCALLY APPROVED SUPPLIERS.
17. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
18. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.
19. ALL ASPHALT OR OIL BASED ITEMS ARE VALID FOR 30 DAYS ONLY.
20. IF WORK IS NOT COMPLETED BY 9/30/2022 PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. ANY WORK IN EXISTING ASPHALT OR HARDSCAPE.
2. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
3. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
4. REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES
5. IMPORT FILL (ALL EXCAVATED MATERIAL TO BE USED FOR BACKFILL)
6. STRIPING, MARKING, AND SIGNAGE.
7. ANY AND ALL STRUCTURAL CONCRETE UNLESS STATED ABOVE.
8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTATION.
9. COMPACTION TESTING
10. WEED KILL
11. PRIME COAT, SLURRY SEAL, FOG SEAL.
12. HAUL OFF (ALL EXCAVATED MATERIAL TO BE USED FOR BACKFILL, ANY EXCESS SOIL WILL BE LEFT ONSITE)
13. EROSION CONTROL
14. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
15. TORO ENTERPRISES, INC. ASSUMES NO RESPONSIBILITY FOR SETTLEMENT WITHIN THE LIMITS OF UTILITY TRENCHES DONE BY OTHERS.
16. BASE MATERIAL
17. TREETWELL FRAME AND GRATES
18. DEWATERING
19. SEWER BY-PASS
20. NOTIFICATIONS
21. LANDSCAPE RESTORATION
22. IRRIGATION RELOCATION
23. GATE TRACK FOOTING
24. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.