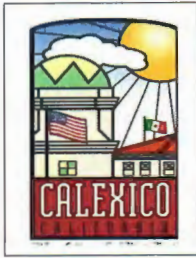


AGENDA  
ITEM

**10**



# AGENDA STAFF REPORT

**DATE:** January 20, 2021

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *MF*

**PREPARED BY:** J. Carlos Romero, Acting City Engineer

**SUBJECT:** Award Bid for the New Waterline-Ollie Ave. to Alley W/SR-111-SR-98 Widening Project to Kay Construction in the amount of \$387,842.00

=====

## Recommendation:

City Staff recommends to City Council to Award this project Bid to Kay Construction (the lowest bidder).

## Background:

This Project Consists primarily of the installation of a New 8" Waterline along the south side of SR-98 from the east side of Ollie Ave. to an Alley located west of/and parallel to SR-111 (aka Imperial Ave.)

The project also includes the installation of New 8" Waterlines between the SR-98 and Roosevelt Ave., the installation of new fire hydrants, and new water service laterals to existing residences and commercial sites.

## Discussion & Analysis:

The new waterline will replace an existing 4"- 6" waterline that runs through the middle of the Calexico Housing Authority Housing Project and through the middle of the Commercial Properties (between Ollie and the Alley w/ SR-111)

The new waterline will improve the Flows & Pressures of the City's Water Grid System in that area. The new waterline will be installed before the SR-98 Widening Project, a CALTRANS Project estimated to begin approximately Late April-Mid May.

## Fiscal Impact:

The funds for this project are in the 2020 City's Budget as part of the

<b>AGENDA ITEM 10</b>
-------------------------------

Waterlines Replacement Program under the City's Capital Improvements Projects (CIP).

**Coordinated With:**

City Attorney's Office.  
City Clerk's Office.  
Public Works Department.  
Engineering Department.

**Attachment(s):**

1. Bid Summary of the three (3) Bids received and opened on 01.07.21
2. Bid Received from Kay Construction.
3. Google image showing the project locations.

**CITY OF CALEXICO  
OFFICE OF THE CITY CLERK  
BID TABULATION**

**Bid:** New Waterline - Ollie Ave. to Alley W/SR-111 • SR-98 Widening Project  
**Dept.:** Public Works  
**Date:** January 7, 2021  
**Time:** 3:00p.m.  
**Location:** Council Chambers, City Hall, 608 Heber Avenue, Calexico, CA

VENDOR	TOTAL
Rove Engineering	\$ 409,972.90
Kay Construction	\$ 387,842.00
M-Rae Engineering, Inc.	\$ 546,387.23

  
\_\_\_\_\_  
Gabriela Garcia, City Clerk

\_\_\_\_\_  
January 7, 2021  
Date

**CITY OF CALEXICO**  
**NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT**

**ADDENDUM No. 1**

The following constitutes Addendum No. 1 for this project.

**1. GENERAL INFORMATION**

**NEW BID OPENING DATE**

The City of Calexico is hereby inviting Licensed "A" General Engineering Contractors to submit SEALED BIDS PROPOSALS at the Office of the City Clerk, City Hall, 608 Heber Avenue, Calexico, California until 3:00 PM on Thursday **January 7, 2021** at which time all proposals will be officially opened and read aloud via ZOOM Meeting. Instructions to join this ZOOM Meeting Bid Opening will be sent to all Bidders listed in the *Plan-Holder's List (\*)*.

**BID.AWARD**

Late, fax or emailed BIDS will be considered unresponsive. A summary of the bids and a recommendation to award the Bid to the lowest and responsive Bidder, will be presented to the City Council at their meeting of Wednesday **January 20, 2021** In the City Council Chambers, 608 Heber Avenue, Calexico, California.

**QUESTIONS**

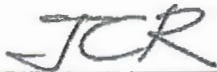
No Pre-Bid Meeting will be held for these Bids, yet, all questions Bidders may have should be submitted via email to: [engineering@calexico.ca.gov](mailto:engineering@calexico.ca.gov) to the attention of J. Carlos Romero • Acting City Engineer, no later than 2 PM Thursday **December 31, 2020**.

**PLANS & SPECIFICATIONS WEB-SITE**

Digital Copies of the Plans and Specifications are available through the City's Web City ([www.calexico.ca.gov](http://www.calexico.ca.gov)) at no cost. Bidder's must send an email to [engineering@calexico.ca.gov](mailto:engineering@calexico.ca.gov) confirming that they have obtain the Plans & Specifications for this project and submit their Company and Contact Information for the City to Prepare a *(\*) Plan-Holder's List* and notify about further Addendums and ZOOM Meetings Links and Instructions.

**ACKNOWLEDGEMENT .**

Pease acknowledge receipt of this addendum by signing and returning a copy of the Acceptance of Notice by email to the [engineering@calexico.ca.gov](mailto:engineering@calexico.ca.gov) . Each bidder must acknowledge receipt of this addendum in the noted space below and on the signature page of the Bid Sheet Proposal. **Include a copy of this addendum with your Bid Proposal Package. it is the Contractor's responsibility to notify its Sub-Contractors about changes based all addendums.**




\_\_\_\_\_  
J. Carlos Romero, Acting City Engineer for The City of Calexico

Date: 12.22.20

**ACCEPTANCE OF NOTICE**

Receipt of the ADDENDUM No. 1 is hereby acknowledged by

**Kay Construction Co.** \_\_\_\_\_ Date 1-7-21  
Company Name  
By  \_\_\_\_\_ Title Owner  
Name & Signature

**CITY OF CALEXICO**  
**NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT**

**ADDENDUM No. 2**

The following constitutes Addendum No. 2 for this project.

**PROPOSAL BID FORM**

Replace the PROPOSAL BID FORM under the SPECIFICATIONS with the revised PROPOSAL BID FORM dated 01.06.21 and attached as part of this Addendum No. 2.

Submit Accordingly

**EXPLANATORY NOTE:**

This Addendum No. 2 and the NEW PROPOSAL BID FORM on this Addendum No. 2, consists of the deletion of the following items from the original Proposal Bid Form and from this Project Scope of Work:

Delete the New 24" Sewer Line, and delete the New Sewer Manhole, located on the north side of SR-98 at Ollie Ave.

Delete the New 12" Water Line across SR-98 on Ollie Ave.

**ACKNOWLEDGEMENT**

Pease acknowledge receipt of this addendum by signing and returning a copy of the Acceptance of Notice by email to the [engineering@calexico.ca.gov](mailto:engineering@calexico.ca.gov) . Each bidder must acknowledge receipt of this addendum in the noted space below, and on the signature page of the Bid Sheet Proposal. Include a copy of this addendum with your Bid Proposal Package. It is the Contractor's responsibility to notify its Sub-Contractors about changes based all addendums.



\_\_\_\_\_  
J. Carlos Romero, Acting City Engineer for The City of Calexico

Date: 01.06.21

**ACCEPTANCE OF NOTICE**

Receipt of the ADDENDUM No. 2 is hereby acknowledged by

\_\_\_\_\_  
Company Name Kay Construction Co. Date 1.7.21

By \_\_\_\_\_ Title Owner

Name & Signature JOHN KAY



8	129	CY	Remove and Dispose of Existing AC Pavement Section Thickness for New Waterline Trench	\$ 38	\$ 4,902
9	1,374	LF	Furnish and Install New 8-inch Dia. AWWA C-900 DR 18 - Pressure Class 235 PVC Water Pipeline, Trench Excavation, Pipe Bedding Sand, Granular Material Backfill, Compaction Disposal of Excavated Native Material. All Connections to Existing Water Lines and Blind Flanges. Pressure Testing, Chlorinating, Flushing, Lab Testing	\$ 160	\$ 219,840
10	4	EA	Install Fire Hydrant 6" Water Line to New 8" Inch Water Line Include 8 x 8 x 6-inch Tee, 6 Inch Diam Ductile Iron Resilient Wedge Gate Valve and Pipe Fittings. Include Sawcut Existing AC Pavement and Concrete Improvements, Removal and Disposal of Trench Excavation and Concrete Sidewalk and Curb & Gutter, Sand Bedding, Trench Backfill and Compaction, and Reconstruction of Concrete Improvements as Needed.	\$ 9,500	\$ 38,000
11	3	EA	Furnish and Install New 8-Dia. Ductile Iron Resilient Wedge Gate Valve with Valve Cover and Riser.	\$ 2,500	\$ 7,500
12	1	EA	Furnish and Install New 12-Inch x 12-Inch x 8-Inch Dia. Epoxy-Coated Ductile Iron Tee	\$ 1,600	\$ 1,600
13	1	EA	Furnish and Install New 6-inch Epoxy - Coated Ductile Iron Blind Flange at the end of existing 6" Water Line on Ollie Ave.	850	850
14	2	EA	Furnish and Install New 8-Inch x 8-Inch x 8-Inch Dia. Ductile Iron Tee	\$ 1,200	\$ 2,400
15	1	EA	Furnish and Install New 3-Inch x 3-Inch x 8-Inch Dia. Ductile Iron Tee	\$ 1,200	\$ 1,200
16	1	EA	Furnish and Install New 8-inch Ductile Iron Epoxy-Coated Blind Flange	\$ 400	\$ 400
17	1	EA	Furnish and Install New 6-inch Ductile Iron Epoxy-Coated Blind Flange	\$ 375	\$ 375
18	47	FT	Furnish and Install New 2-Inch Dia. Copper Service Water, including trench excavation and disposal of excavated and removed materials, backfill and compaction of trench, and construction of surface improvements	\$ 75	\$ 3,525

19	1	EA	2" Water Meter, including trench excavation and disposal of excavated and removed materials, backfill and compaction of trench	\$ 2,800	\$ 2,800
20	156	LF	Furnish and Install New 1-Inch Dia. Copper Service Water, including trench excavation and disposal of excavated and removed materials, backfill and compaction of trench, and construction of concrete improvements	\$ 70	\$ 10,920
21	9	EA	1" Water Meter, including trench excavation and disposal of excavated and removed materials, backfill and compaction of trench	\$ 2,000	\$ 18,000
				TOTAL BID	\$ 387,842

NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT:

Total Bid: 387,842.00

NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT:

Total Bid Price Written in words: THREE HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED FOURTY TWO DOLLARS AND 0 CENTS.

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:

None \_\_\_\_\_; No. 1 X; No. 2 X; No. 3 \_\_\_\_\_; No. 4 \_\_\_\_\_; No. 5 \_\_\_\_\_

2.00 – The undersign hereby certifies that this proposal/bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.

3.00 – The undersigned hereby accepts on the behalf of his firm all provisions and requirements of the contract documents, including but not limited to those related to time of completion and liquidated damages.

4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

5.00 The Unit Cost of each of the Bid Items above listed shall include the cost of all materials, delivery, demolition, disposal, tools, equipment, machinery, workmanship, labor at the State Prevailing Wages Rates, supervision, wages, benefits, taxes, fees, overhead, profit, and any other expenses to complete each of the Bid Items according to the Project Plans, Specifications, and the Construction Industry Standard Level of Practice.

Name of firm: Kay Construction Co.

Address of firm: 9955 Medina Drive, Santee CA 92071

Telephone number: (619) 654-9075 Fax number: ( )

Contractor's license number: 648223 Type: A, B

Signed:  Date: 1-7-21

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT Kay Construction, hereinafter called Principal, and United States Fire Insurance Company Hereinafter called the Surety, are jointly and severely held and firmly bound unto the CITY OF CALEXICO hereinafter called Owner, in the penal sum of ten percent (10%) of the Bid of Principal for the Works of New Waterline - Ollie Ave. To Alley W/SR-11 - SR-98 Widening Project

. This sum not to exceed Ten Percent of Bid Amount Dollars (\$ 10%) lawful money of the United States of America, for the payment whereof unto Owner, Principal and Surety jointly and severely bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by the Owner.

WHEREAS Principal is herewith submitting a bid for the work entitled **City of Calexico NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT**

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish Performance Bond and Payment Bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this 31st day of December 20 20.

By: Kay Construction  
Principal

BY: [Signature]  
*Jan Kay, Owner*

By: United States Fire Insurance Company  
Surety

BY: [Signature]  
Lawrence F. McMahon, Attorney-in-Fact

Insurance companies A.M. Best Company identifying number: 002136



**END OF BID BOND**

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 San Diego ss.

On Jan. 5, 2021 before me, Julie D. Walker Notary Public, personally appeared Jon Kay, 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 signatures(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 Julie D. Walker



(seal)

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: Bid Bond - City of Calexico
New Waterline Ollic Ave to Alley

Document Date: Number of Pages:

Signer(s) Other Than Named Above: Lawrence F. McMahon

Capacity(ies) Claimed by Signer

- Individual
President / Vice President / Secretary / Treasurer
Attorney in Fact
Trustee
Other: owner

Signer is Representing Kay Construction Co.

**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 San Diego

On DEC 31 2020 before me, Janice R. Martin, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon  
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/it/they~~ executed the same in his/~~her/its/their~~ authorized capacity(~~ies~~), and that by his/~~her/its/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 Janice R. Martin



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

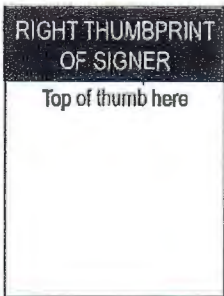
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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



Signer is Representing:  
Surety Company

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

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



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

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

87171413620

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Lawrence F. McMahon, Sarah Myers, Lilla De Loera, Janice Martin*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver. Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President



State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Tamara Watkins

(Notary Public)

Commonwealth of Pennsylvania - Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20  
December 31, 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



**PROPOSAL AGREEMENT**

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Calexico, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of ten percent (10%) or more of the aggregate amount of this bid.

The undersigned is licensed in accordance with the Laws of the State of California.

License Number: 648223

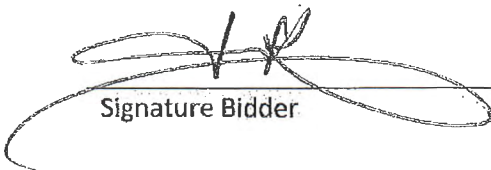
Class: A, B

Kay Construction Co.  
Company

9955 Medina Drive, Santee CA 92071  
Business Address

(619) 654-9075  
Telephone Number

\_\_\_\_\_  
Fax Number

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

1-7-21  
Date

**END OF PROPOSAL AGREEMENT**

**CONSTRUCTION AGREEMENT  
CITY OF CALEXICO, CALIFORNIA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Calexico, a Municipal Corporation of the State of California ("City") and \_\_\_\_\_ ("Contractor"). The City and the CONTRACTOR for consideration stated herein agree as follows:

1. Description of Project

1.1 SCOPE OF WORK

The work will be consisting of the installation of new 8" and 12" waterlines, one 24" sewer line section and 1 sewer manhole in 2 PHASES described as follows:

PHASE 1 consisting of +- 1,374 Linear Feet of New 8" Water Line along the south side of SR-98 (aka W. Birch Ave.) - between Ollie Ave. and the Alley located west of SR-111- including 4 New Fire Hydrants and 6 New Water Meters on the south side of SR-98, including, +- 150 Linear Feet of New 12" Water Line along and across SR-98 (at the intersection with Ollie Ave.), including, +-70 Linear Feet of New 24" Sewer Line across the north side of SR-98 (along Ollie Ave.) and One New Sewer Manhole on the north side of SR-98, as shown on the Project Plans.

PHASE 2 consisting of +- 390 Linear Feet of New 8" Water Line along Harold Ave. and along the Alley located west of SR-111, including the installation and/or connection of water service lines, fire hydrants to the new 8" water lines. Both Phases of the project will include traffic control and erosion control implementation.

The project will also include traffic control implementation and erosion control.

1.2 The work to be performed under this Agreement shall conform to the plans entitled **NEW WATERLINE • OLLIE AVE. TO ALLEY W/SR-111 • SR-98 WIDENING PROJECT** incorporated herein as fully a part of this Agreement as if hereto attached or herein repeated.

2 Time for Completion

The work shall be commenced on the date stated in Notice to Proceed, and shall be completed within the allotted working days after the date stated in such Notice.

3 Compensation

3.2 City will pay the CONTRACTOR for the performance of this Agreement according to the terms and conditions contained in the Project's Invitation for Bids and Proposal or bid submittal by CONTRACTOR. CONTRACTOR will take full payment in accordance with the following item prices incorporated as part of the proposal or bid submitted by CONTRACTOR.

3.3 CONTRACTOR agrees to receive and accept said compensation as full payment for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all

loss or damage, arising out of the nature of the work aforesaid, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work in the manner and according to the plans and specification, and the requirements of the CITY Engineer. This provision in no way limits the CONTRACTOR's duties under other provisions herein.

#### 4 Industry Standards

The CONTRACTOR agrees that its performance, and that of its employees or subcontractors, under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent contractor using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field in the State of California. Where approval by the CITY, the CITY Manager, or other representatives of the CITY is required, it is understood to be general approval only and does not relieve the CONTRACTOR of responsibility for complying with all applicable laws, codes and quality construction and business practices.

#### 5 Insurance

The CONTRACTOR shall not begin performing under this Agreement until it has: (a) obtained insurance certificates reflecting evidence of all insurance required herein; however, the CITY reserves the right to request, and the CONTRACTOR shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each company or companies as required herein; and (c) confirmed that all policies contain the specific provisions required herein. Further the CONTRACTOR shall not modify any policy or endorsement thereto which increases the CITY'S exposure to loss for the duration of this Agreement.

##### 5.2 Types of Insurance.

At all times during the term of this Agreement, CONTRACTOR shall maintain insurance coverage as follows:

##### 5.2.1 Commercial General Liability

For all of the CONTRACTOR's operations, including contractual, broad form property damage, completed operations, and independent CONTRACTOR's liability, the CONTRACTOR shall keep in full force and effect, during any and all work on this Project, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to a combined single limit of \$ \_\_\_\_\_ per occurrence, subject to an annual aggregate of \$ \_\_\_\_\_ for general liability, completed operations and personal injury other than bodily injury. Agreemental liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Agreemental liability limitation endorsement is not acceptable.

### 5.2.2 Commercial Automobile Liability

For all the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, the CONTRACTOR shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of \$\_\_\_\_\_ per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto]. The CITY shall be named as an additional insured, but only for liability arising out of the use of CONTRACTOR's automobiles and only arising out of the performance of this Agreement.

### 5.2.3 Worker's Compensation

For all of the CONTRACTOR's employees who are subject to this Agreement and to the extent required by the State of California, the CONTRACTOR shall keep in full force and effect, a workers compensation policy. That policy shall provide a minimum of \$\_\_\_\_\_ of employees liability coverage and the CONTRACTOR shall provide and endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

### 5.3 Rating Requirements

All bonds used to guarantee work and performance under this Agreement and all insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been at least and "A" or "A-" and "V" rating by AM BEST, that are licensed and approved by the State to do business in the State of California, and that have been approved by the CITY.

### 5.4 Deductibles

All deductibles on any policy shall be the responsibility of the CONTRACTOR.

### 5.5 Specific Provisions Required

Each policy required under Section 6 herein, shall expressly provide, and an endorsement shall be submitted to the City, that:

5.5.1 Except as to Workers Compensation, the City of Calexico and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement which shall be submitted to the CITY.

5.5.2 The policies are primary and any insurance that may be carried by the CITY is non-contributing, as reflected in an endorsement which shall be submitted to the CITY.

5.5.3 The policies cannot be canceled, non renewed or materially changed except after thirty calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.

5.5.4 Before performing under this Agreement, the CONTRACTOR shall provide the CITY with all Certificates of Insurance accompanied with all endorsements.

5.5.5 The CONTRACTOR may obtain additional insurance not required by this Agreement.

## 6 Agreement or Compliance with Labor Code

CONTRACTOR certifies that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

## 7 Control of Agreement

The improvement contemplated in the performance of this contract is a project over which the City of Calexico shall exercise general supervision. The CITY therefore shall have the right to assume full and direct control over this contract whenever the CITY, at its sole discretion, shall determine that its responsibility to the State of California so requires.

## 8 Conflicting Terms

If an apparent conflict or inconsistency exists between the main body of this Agreement and the bid, proposal or other incorporated document, the main body of this Agreement shall control. If a conflict exists between applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirements shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

## 9 Indemnification and Hold Harmless Agreement

9.2 With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees (for attorney of CITY's choosing), or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the CONTRACTOR, or the CONTRACTORS's employees, agents, and officers, arising out of any services performed involving this project, the CONTRACTOR agrees to defend, indemnify, protect, and hold harmless the CITY, its agents, officers, or employees from and against all liability . Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the CITY, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the CONTRACTOR, its employees, agents or officers, or any third party. The CONTRACTOR's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the soles negligence or sole willful misconduct of the CITY, its agent, officers or employees. This section in no way alters, affects or modifies any of CONTRACTOR's other obligations and duties herein.

9.3 The CONTRACTOR agrees to pay any and all costs the CITY incurs enforcing the indemnity and defense provisions herein.

10 Notices

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the parties herein shall be addressed as follows:

CITY

City of Calexico  
Public Works Department  
608 Heber Avenue  
Calexico, CA 92231

CONTRACTOR:

Jon Kay, dba  
Kay Construction Co.  
9955 Medina Drive  
Santee, CA 92071

11 Non-Assignment

The CONTRACTOR shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the CITY's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the CITY. In no event shall any putative assignment create a contractual relationship between the CITY and any putative assignee.

12 Independent Agreementors

The CONTRACTOR and any SUBCONTRACTORS employed by the CONTRACTOR shall be independent contractors and not agents of the CITY.

13 Compliance with Controlling Law

The CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of the federal, state and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages, including inspection and land surveying work. In addition, the CONTRACTOR shall comply immediately with all directives issues by the CITY or its authorized representatives under authority of any laws, statutes, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Pursuant to the Labor Code of the State of California, or local laws applicable thereto, the CITY has ascertained that the CONTRACTOR shall be responsible for paying prevailing wages as established by the State of California, Director of Industrial Relations. Under Section 1776 of the State Labor Code, the CONTRACTOR, and all subcontractors, are required to keep accurate payroll records. This Section specifies the content thereof, inspection and duplication procedures, and certain notices required of the CONTRACTOR pertaining to their location.

Whenever the CONTRACTOR or any representative, agent or employee Of CONTRACTOR performing a public works project is found by the Department of Industrial Relations (“DIR”) or the CITY to be in violation of the prevailing wage requirements imposed by law, the CONTRACTOR shall indemnify and hold CITY harmless from any and all liability arising from such violation, including any and all liability imposed on the City. The CONTRACTOR’s duty to indemnify the CITY pursuant to this section shall include any and all costs and expenses incurred by the CITY therefrom, including but not limited to any penalties imposed on the CITY by DIR or any other state agency and reasonable attorney’s fees.

Nothing in this section shall be construed to limit, alter or amend the CONTRACTOR’s duty to indemnify under any other provisions of this Agreement.

#### 14 Jurisdiction and Venue

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of the Imperial, State of California.

#### 15 Integration

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both parties or an amendment to this Agreement agreed to both Parties. All prior negotiations and agreements are merged into this Agreement.

#### 16 Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

#### 17 No Waiver

No failure of either the CITY or the CONTRACTOR to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

#### 18 Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto through their agent duly authorized, have executed this Agreement as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
GABRIELA GARCIA  
City Clerk of the City of Calexico

\_\_\_\_\_  
Miguel Figueroa  
City Manager of the City of Calexico

CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

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

APPROVED AS TO FORM AND EXECUTION

\_\_\_\_\_  
CARLOS CAMPOS  
City Attorney

\_\_\_\_\_  
Date

**END OF CONSTRUCTION AGREEMENT**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS:

The City Council of the City of Calexico, State of California has awarded a contract to \_\_\_\_\_ herein after designated as the Principal, for the acquisition, construction and completion of a public improvement more particularly described in said contract; and

WHEREAS, said Principal is required under the terms of the contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we the Principal and \_\_\_\_\_ the surety company authorized to do a surety business in the State of California as surety, are held and firmly bound unto the City of Calexico hereinafter called the City in the penal sum of \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, said City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed by his signature attached hereto, and the surety has caused this contract to be executed on this behalf by its duly authorized Attorney in Fact on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
ATTORNEY IN FACT

**END OF FAITHFUL PERFORMANCE BOND**

**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS:

The City Council of the City of Calexico, California has awarded to \_\_\_\_\_ hereinafter designated as the Principal, the contract for the acquisition, construction and completion of a public improvement more particularly described in said contract, and;

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, Surety Company authorized to do business in the State of California, as surety, are held and firmly bound unto the City of Calexico, hereinafter called the City in a penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, on, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of the laws of the State of California, to secure the payment of claims of persons employed by Contractors upon public works, and the claim of persons who furnish material and supplies therefore, then such surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, a reasonable attorney fee as fixed by court.

IN WITNESS WHEREOF, the Principal has caused this bond to be executed by his signature affixed thereto and the Surety has caused this contract to be executed by its duly authorized Attorney in Fact, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
ATTORNEY IN FACT

**END OF LABOR AND MATERIAL BOND**

**WORKMEN'S COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

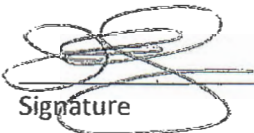
1-7-21  
Date

Kay Construction Co.  
Contractor's Name

  
Contractor's Signature

Jon Kay, Owner  
Title

ATTEST:

By   
Signature  
Amy Kay, Owner  
Title

**END OF WORKMEN'S COMPENSATION INSURANCE CERTIFICATE**

**SUBCONTRACTORS LISTING**

1 of 2

As required by Section 4100 of the Public Contract Code of the State of California, Contractor shall comply with the "Subletting and Subcontracting Fair Practices Act" of the State of California, and shall list all subcontractors required to be listed thereby.

PORTION OF WORK	NAME	DIR NUMBER	PLACE OF BUSINESS ADDRESS/TELEPHONE No.
AC Paving	Frank & Son Paving, Inc.	1000009502	1019 3 <sup>rd</sup> Ave. Chula Vista CA (619) 422-8322 CSLB# 612545
Surveying	Landmark Consulting	1000005403	9555 Genesee Ave # 200 SO CA (858) 587-8070
Chlorination	matchlor, Inc.	1000012252	4107 N. Arden Dr. El Monte CA CSLB# 724035 (619) 542-0155

\*  No subcontractor will be used for this project.

1-7-21  
Date

Kay Construction Co.  
Contractor's Name

  
Contractor's Signature

Jon Kay, Owner  
Title

\*Indicate  if no subcontractor will be used.

**END OF SUBCONTRACTORS LISTING**

**SUBCONTRACTORS LISTING**     2 of 2

As required by Section 4100 of the Public Contract Code of the State of California, Contractor shall comply with the "Subletting and Subcontracting Fair Practices Act" of the State of California, and shall list all subcontractors required to be listed thereby.

PORTION OF WORK	NAME	DIR NUMBER	PLACE OF BUSINESS ADDRESS/TELEPHONE No.
Soil Testing	MTGL	100000016646	2992 E La Palma Ave. Ste A Anaheim (858)537-3999

\*  No subcontractor will be used for this project.

1-7-21  
Date

Kay Construction Co.  
Contractor's Name

  
Contractor's Signature

Jon Kay, Owner  
Title

\*Indicate  if no subcontractor will be used.

**END OF SUBCONTRACTORS LISTING**

**NONCOLLUSION AFFIDAVIT**  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California )  
County of Imperial ) ss

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

Date: 1-7-21

Kay Construction Co.  
Contractor's Name

  
Contractor's Signature

Jon Kay, Owner  
Title

END OF NONCOLLUSION AFFIDAVIT

**DRUG/ALCOHOL TESTING REQUIREMENTS**

The Contractor shall execute the following form as required by the Federal Drug and Alcohol, Section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

Contractor certifies compliance with the City of Calexico's Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. Section 701 et seq.) In addition, Contractor agrees to submit a copy of its own drug free workplace policy.

Dated 1-7-21

Kay Construction Co.

Contractor's Name

  
Contractor's Signature

Jon Kay, Owner

Title

**END OF DRUG/ALCOHOL TESTING REQUIREMENTS**

**CORPORATE CERTIFICATION  
OR  
PARTNERSHIP INFORMATION**

Name of Corporation or Partnership N/A

State of Incorporation N/A

List names and addresses of each partner, or titles, names and business addresses of President, Secretary and Treasurer.

N/A

Date 1-7-21

Contractor Kay Construction Co.

Signature 

Title Jon Kay, Owner

ATTEST:

  
Signature by

Amy Kay, Owner  
Title

**END OF CORPORATE CERTIFICATION**

**CONTRACTOR'S CERTIFICATION OF QUALIFICATION  
FOR LICENSE CLASSIFICATION**

After award of the contract, the Contractor, whether an individual, co-partnership, limited partnership, corporation, or any other combination or organization, shall execute the following form:

1. If an individual, I hereby certify that I am, or my responsible managing employee \_\_\_\_\_ (insert name) is, qualified for the license classification called for in these contract documents.
  
2. If a co-partnership or limited partnership, the general partner hereby certifies that the general partner \_\_\_\_\_ (insert name), or responsible managing employee \_\_\_\_\_ (insert name), is qualified for the license classification called for in these contract documents.
  
3. If a corporation, or any other combination or organization, the responsible managing officer \_\_\_\_\_ (insert name), or a responsible managing employee \_\_\_\_\_ (insert name), is qualified for the license classification called for in these contract documents.

If the individual who qualifies the Contractor for the license classification called for in these contract documents changes during the progress of the work, then Contractor shall, within seven (7) days of any such change, notify the General Services Director in writing of such change, including the name, license number and status of the individual.

For the purpose of this Certification, a responsible managing employee shall mean an individual who is a bona fide employee of the Contractor and is actively engaged in the classification of work for which that individual is the qualifying person on behalf of the Contractor under California law.

DATED: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

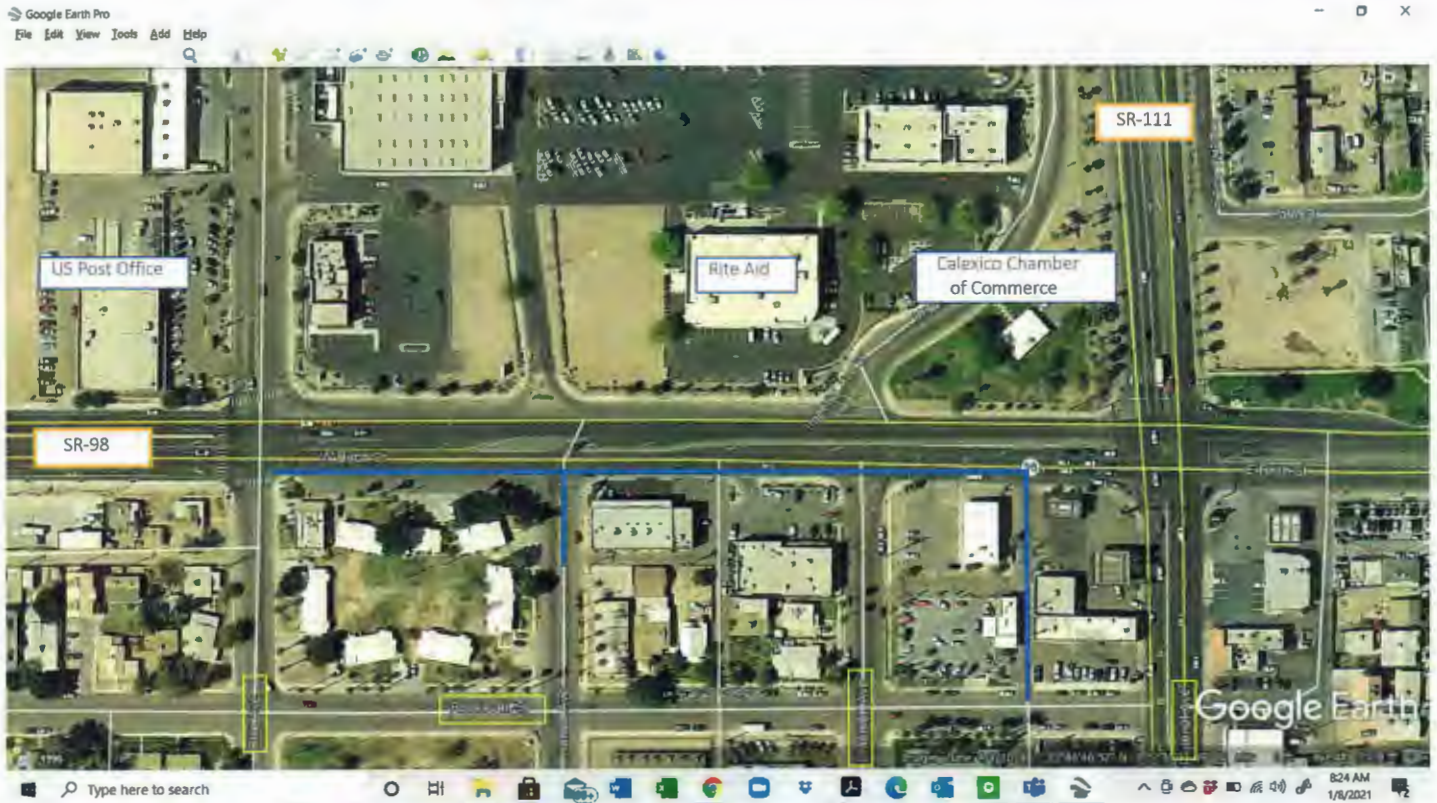
SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTEST:

SIGNATURE BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION  
FOR LICENSE CLASSIFICATION**



CITY OF CALEXICO  
NEW WATERLINE SR-98 WIDENING PROJECT  
Ollie Ave. to Alley west of SR-111