

AGENDA  
ITEM

**15**



**CITY COUNCIL  
AGENDA STAFF REPORT**

**DATE:** March 5, 2025

**TO:** Mayor and City Council

**APPROVED BY:** Juan Contreras, Acting City Manager *JC*

**REVIEWED BY:** Karla Chaparro, Finance Director *KC*

**PREPARED BY:** Lilliana Falomir, Public Works Manager - Administrative *L.F.*

**SUBJECT:** Sidewalk Improvement (Grant St., Calexico St. and Van de Graaff Ave.)  
Federal Project No. CML-5168(036):

- a) Award Bid Proposal from Rove Engineering, Inc. in the Amount of \$647,289.00.
- b) Authorize Acting City Manager to Sign a Construction Agreement between the City of Calexico and Rove Engineering, Inc. in the Amount of \$647,289.00 for Sidewalk Improvement (Grant St., Calexico St. and Van de Graaff Ave.) Federal Project No. CML-5168(036).
- c) Authorize Acting City Manager to Approve Any Future Change Orders Not-to-Exceed \$64,728.90 (10% of Rove Engineering, Inc. Base Bid + Alternate Bid) as Per City Ordinance No. 1218.

**Recommendation:**

It is recommended that the City Council of the City of Calexico approve the following three (3) items:

- a) Award Bid Proposal from Rove Engineering, Inc. in the Amount of \$647,289.00.
- b) Authorize Acting City Manager to Sign a Construction Agreement between the City of Calexico and Rove Engineering, Inc. in the Amount of \$647,289.00 for Sidewalk Improvement (Grant St., Calexico St. and Van de Graaff Ave.) Federal Project No. CML-5168(036).
- c) Authorize Acting City Manager to Approve Any Future Change Orders Not-to-Exceed \$64,728.90 (10% of Rove Engineering, Inc. Base Bid + Alternate Bid) as Per City Ordinance No. 1218.



**Background:**

The City of Calexico Public Works Department received a grant from California Department of Transportation (Caltrans) for FY 2024-2025 in the amount of \$937,915.00 (\$230,000.00 – Federal Grant and \$707.915.00 – Local Match) for Federal Project No. CML-5168036) Sidewalk Improvements for the following locations:

1. Grant Street between Pierce Avenue and Emilia Drive.
2. Calexico Street between Adler Avenue to Kloke Avenue.
3. Van de Graaf between Cole Boulevard and Calexico 10 theaters.

The project consists of the removal of existing parkway, subgrade, asphalt, and concrete, trimming and/or removal of existing trees, removal of fencing and roadway signs, procurement of concrete, construction of sidewalk, curb, gutter, driveways, and curb ramps, and adjustment of existing utility lids to grade. Figure 1 below shows the project three (3) locations.

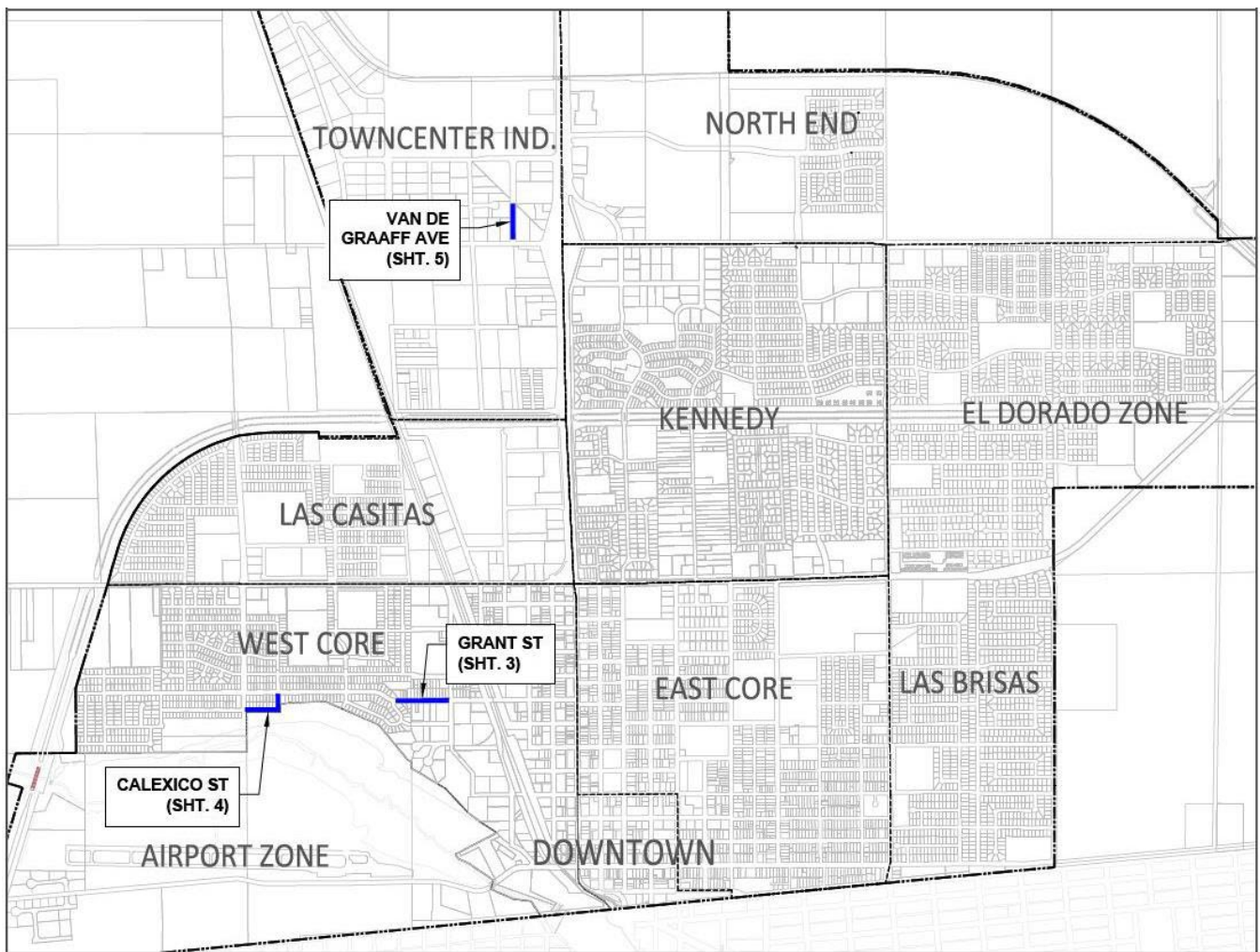


Figure 01: City Map

**Discussion and Analysis:**

On October 2, 2024, the City Council of the City of Calexico approved bid documents for Sidewalk Improvement (Grant St., Calexico St. and Van de Graaff Ave.) Federal Project No. CML-5168(036) and authorized the Public Works Department to send the project out to bid.

On November 12, 2024, the Office of the City Clerk received the following bids:

#	Company	Base Bid	Alternate Bid
1.	Rove Engineering	\$494,239.00	\$153,050.00
2.	Pyramid Construction and Aggregate, Inc.	\$595,140.04	\$185,270.22

After carefully reviewing all bid documentation from Rove Engineering, Inc., Public Works Staff has found that they meet all required guidelines and are the lowest responsible bidder. For this reason, Public Works Staff is requesting City Council authorization to award the bid proposal and authorize the Acting City Manager to sign an agreement with Rove Engineering, Inc. for Sidewalk Improvement (Grant St., Calexico St. and Van de Graaff Ave.) Federal Project No. CML-5168(036).

**Fiscal Impact:**

Capital Improvement Program for FY 2024-2025	
Federal Fund No. 412-91-917-56003-000	\$230,000.00
Measure D – Fund No. 233-91-917-56003-000	\$346,017.90
TDA Article 3 – Fund No. 234-91-917-56003-000	\$136,000.00
Total	\$712,017.90

**Coordinated With:**

City Manager’s Office.  
Office of the City Clerk.  
Finance Department.  
Public Works Department.

**Attachment(s):**

1. Bid Tabulation Sheet.
2. Rove Engineering, Inc. Bid Proposal Form.
3. Pyramid Construction and Aggregate, Inc. Bid Proposal Form.
4. Rove Engineering, Inc. Construction Agreement.

# ATTACHMENT NO. 1

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

**Bid:** Sidewalk Improvement Project Federal-Aid Project No. CML-5168(036)  
**Dept.:** Public Works  
**Date:** November 12, 2024  
**Time:** 2:00p.m.  
**Location:** Council Chambers, City Hall, 608 Heber Avenue, Calexico, CA

COMPANY	BASE BID	ALTERNATE BID
Rove Engineering Inc.	\$494,239.00	\$ 153,050.00
Pyramid Construction and Aggregates, Inc.	\$ 595,140.04	\$ 185,270.22

  
 Karla Gomez Silva, Deputy City Clerk

11-12-2024  
 Date

**CITY OF CALEXICO  
PUBLIC WORKS DEPT.  
SIDEWALK IMPROVEMENT PROJECT  
FEDERAL AID PROJECT NO. CML-5168(036)**

**Bid Opening: November 12,2024**

**Time: 2:00 pm.**

**Location: City Hall, Council Chambers, 608 Heber Avenue, Calexico, CA**

Base Bid				Engineer's Estimate		Pyramid Construction and Aggregate's, Inc.		Rove Engineering Inc.	
#	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization & Demobilization	1	LS	35,000.00	35,000.00	26,000.00	26,000.00	23,000.00	23,000.00
2	Traffic Control	1	LS	20,000.00	20,000.00	15,000.00	15,000.00	13,500.00	13,500.00
3	Suretying	1	LS	8,000.00	8,000.00	7,000.00	7,000.00	7,315.00	7,315.00
4	Remove Existing Parkway, Asphalt, or Native Soil and Construct 4-in Sidewalk	8,000	SF	32.00	256,000.00	16.00	128,000.00	14.00	112,000.00
5	Remove and Replace Existing 4-in Sidewalk	1,500	SF	26.00	39,000.00	22.00	33,000.00	29.00	43,500.00
6	Import Fill Under Sidewalk (Sand or CMB)	400	CY	100.00	40,000.00	103.00	41,200.00	36.00	14,400.00
7	Remove Existing Curb or AC Berm & 2-ft of Existing AC Pavement and Construct New Curb & Gutter	600	LF	120.00	72,000.00	55.38	33,228.00	128.00	76,800.00
8	Remove and Replace Existing Curb & Gutter	300	LF	110.00	33,000.00	103.15	30,945.00	95.00	28,500.00
9	Remove Existing Parkway or Asphalt Driveway and Construct New Driveway	550	SF	34.00	18,700.00	28.60	15,730.00	48.00	26,400.00
10	Remove & Replace Existing Concrete Driveway	300	SF	36.00	10,800.00	28.60	8,580.00	77.00	23,100.00
11	Remove Existing Parkway or Asphalt Alley Approach & Construct New Concrete Alley Approach	250	SF	34.00	8,500.00	28.60	7,150.00	89.00	22,250.00
12	Remove & Replace Existing Concrete Curb Ramp	2	EA	10,800.00	21,600.00	10,935.68	21,871.36	11,000.00	22,000.00
13	Remove Existing Curb Return (Radius) and Construct New Concrete Curb Ramp	1	EA	10,800.00	10,800.00	10,935.68	10,935.68	18,600.00	18,600.00
14	Trim Existing Tree Branches and Roots (Up to 25-ft Tall Tree). Price per Tree.	15	EA	1,000.00	15,000.00	7,000.00	105,000.00	1,665.00	24,975.00
15	Remove Existing Trees (Up to 25-ft Tall Tree)	10	EA	3,500.00	35,000.00	9,200.00	92,000.00	2,565.00	25,650.00
16	Remove Existing Chain-Link Fence & Posts (Up to 5 Ft. Tall)	75	LF	20.00	1,500.00	100.00	7,500.00	41.00	3,075.00
17	Remove & Relocate Existing Road Warning Sign (Approx. 5'H x 25'L)	2	EA	2,000.00	4,000.00	1,000.00	2,000.00	1,882.00	3,764.00
18	Adjust Valve (to Grade) for New Sidewalk	5	EA	900.00	4,500.00	1,000.00	5,000.00	541.00	2,705.00
19	Adjust Pullbox (to Grade) for New Sidewalk	5	EA	900.00	4,500.00	1,000.00	5,000.00	541.00	2,705.00
					<u>637,900.00</u>		<u>595,140.04</u>		<u>494,239.00</u>

Alternate Bid				Engineer's Estimate		Pyramid Construction and Aggregate's, Inc.		Rove Engineering Inc.	
#	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1A	Additional Sidewalk Replacement (Remove Exist. Parkway / Native Soil & Const. New)	500	SF	32.00	16,000.00	16.00	8,000.00	14.00	7,000.00
2A	Additional Sidewalk Replacement (Remove & Replace Exist. Conc. Sidewalk)	500	SF	26.00	13,000.00	22.00	11,000.00	29.00	14,500.00
3A	Additional Import Fill Under Sidewalk (Sand or CMB)	100	CY	100.00	10,000.00	103.00	10,300.00	36.00	3,600.00
4A	Additional Curb & Gutter Replacement	250	LS	110.00	27,500.00	103.15	25,787.50	128.00	32,000.00
5A	Additional Concrete Driveway Replacement (Remove Exist. & Concrete New)	400	SF	36.00	14,400.00	28.60	11,440.00	77.00	30,800.00
6A	Additional Curb Ramp Replacement	4	EA	10,800.00	43,200.00	10,935.68	43,742.72	11,000.00	44,000.00
7A	Additional Tree Branch/Root Trimming (Up to 25-ft Tall Tree). Price per Tree	5	EA	1,000.00	5,000.00	5,000.00	25,000.00	1,665.00	8,325.00
8A	Additional Tree Removal (Up to 25-ft Tall Tree)	5	EA	3,500.00	17,500.00	10,000.00	50,000.00	2,565.00	12,825.00
					<u>146,600.00</u>		<u>185,270.22</u>		<u>153,050.00</u>

# ATTACHMENT NO. 2



**CITY OF CALEXICO  
BID PROPOSAL FORM**

**SIDEWALK IMPROVEMENT PROJECT  
FEDERAL-AID PROJECT NO. CML-5168(036)**

**SIGNATORY STATEMENT**

Name of Bidder: Rove Engineering Inc

The undersigned hereby declares that it has carefully examined the location of the proposed work and that it has examined the Plans and Specifications, including the Bid Requirements, and hereby proposes to furnish all equipment, labor, material (except owner-furnished materials), and testing to do all work required to complete the work shown in the Plans and described in the Specifications, within contract duration allocated, and at the unit prices set forth in the Bid Proposal. BIDDER shall refer to Part 1, Section 7 of the Technical Specifications (Measurement & Payment) and Part 2 of the Technical Specifications

The Bidder shall provide the unit and total prices for each of the bid items listed in the following Bid Schedule. Failure to provide prices for each bid item shall render the bid non-responsive. The sum of the total prices for each bid item shall be equal to the Total Base Bid Amount, and shown in both numeric and in written words format.

Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

Bidder shall certify that all contents of the Bid Proposal are submitted and shall sign the Bid Proposal Checklist.

**CONSTRUCTION CONTRACT AWARD**

All bids are to be compared based on the Engineer's Cost Estimate for the Project and estimate of the quantities of work to be done. If awarded, the City shall award the construction contract to the responsive and lowest responsible bidder. City reserves the right to reject any and all bids.

**CITY OF CALEXICO  
 BID PROPOSAL FORM (CONT.)**

**SIDEWALK IMPROVEMENT PROJECT  
 FEDERAL-AID PROJECT NO. CML-5168(036)**

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization & Demobilization (Not to Exceed 5% of Total Bid)	1	LS	\$23,000.00	\$23,000.00
2	Traffic Control (Not to Exceed 3% of Total Bid)	1	LS	\$13,500.00	\$13,500.00
3	Surveying	1	LS	\$7,315.00	\$7,315.00
4	Remove Existing Parkway, Asphalt, or Native Soil and Construct 4-in Sidewalk	8,000	SF	\$14.00	\$112,000.00
5	Remove & Replace Existing 4-in Sidewalk	1,500	SF	\$29.00	\$43,500.00
6	Import Fill Under Sidewalk (Sand or CMB)	400	CY	\$36.00	\$14,400.00
7	Remove Existing Curb or AC Berm & 2-ft of Existing AC Pavement and Construct New Curb & Gutter	600	LF	\$128.00	\$76,800.00
8	Remove & Replace Existing Curb & Gutter	300	LF	\$95.00	\$28,500.00
9	Remove Existing Parkway or Asphalt Driveway and Construct New Driveway	550	SF	\$48.00	\$26,400.00
10	Remove & Replace Existing Concrete Driveway	300	SF	\$77.00	\$23,100.00
11	Remove Existing Parkway or Asphalt Alley Approach & Construct New Concrete Alley Approach	250	SF	\$89.00	\$22,250.00
12	Remove & Replace Existing Concrete Curb Ramp	2	EA	\$11,000.00	\$22,000.00
13	Remove Existing Curb Return (Radius) and Construct New Concrete Curb Ramp	1	EA	\$18,600.00	\$18,600.00
14	Trim Existing Tree Branches and Roots (Up to 25-ft Tall Tree). Price per Tree.	15	EA	\$1,665.00	\$24,975.00
15	Remove Existing Trees (Up to 25-ft Tall Tree)	10	EA	\$2,565.00	\$25,650.00
16	Remove Existing Chain-Link Fence & Posts (Up to 5 ft. Tall)	75	LF	\$41.00	\$3,075.00
17	Remove & Relocate Existing Road Warning Sign (Approx. 5' H x 25'L)	2	EA	\$1,882.00	\$3,764.00
18	Adjust Valve (to Grade) for New Sidewalk	5	EA	\$541.00	\$2,705.00
19	Adjust Pullbox (to Grade) for New Sidewalk	5	EA	\$541.00	\$2,705.00
<b>TOTAL</b>				<b>\$494,239.00</b>	

**GRAND TOTAL BID (\$):** 494,239.00

**GRAND TOTAL BID PRICE WRITTEN IN WORDS:** four hundred ninety-four thousand two hundred thirty-nine  
Zero Cents

**CITY OF CALEXICO  
 BID PROPOSAL FORM (CONT.)**

**SIDEWALK IMPROVEMENT PROJECT  
 FEDERAL-AID PROJECT NO. CML-5168(036)**

<b>ALTERNATE BID SCHEDULE</b>					
<b>(Contingent on Budget and Approval by City)</b>					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1A	Additional Sidewalk Replacement (Remove Exist. Parkway/Native Soil & Const. New)	500	SF	\$14.00	\$7,000.00
2A	Additional Sidewalk Replacement (Remove & Replace Exist. Conc. Sidewalk)	500	SF	\$29.00	\$14,500.00
3A	Additional Import Fill Under Sidewalk (Sand or CMB)	100	CY	\$36.00	\$3,600.00
4A	Additional Curb & Gutter Replacement	250	LF	\$128.00	\$32,000.00
5A	Additional Concrete Driveway Replacement (Remove Exist. & Construct New)	400	SF	\$77.00	\$30,800.00
6A	Additional Curb Ramp Replacement	4	EA	\$11,000.00	\$44,000.00
7A	Additional Tree Branch/Root Trimming (Up to 25-ft Tall Tree). Price per Tree.	5	EA	\$1,665.00	\$8,325.00
8A	Additional Tree Removal (Up to 25-ft Tall Tree)	5	EA	\$2,565.00	\$12,825.00
<b>TOTAL</b>				<b>\$153,050.00</b>	

**GRAND TOTAL ALTERNATE BID (\$):** 153,050.00

**GRAND TOTAL ALTERNATE BID PRICE WRITTEN IN WORDS:** \_\_\_\_\_

one hundred fifty-three thousand fifty & zero cents

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The BIDDER agrees that the City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract and pay the Contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount equal. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including:

Labor, equipment, materials, testing, and all other incidental costs to complete the Work, in compliance with the Bid and Contract Documents and applicable standards.

**BIDDER shall refer to Part 1, Section 7 of the Technical Specifications (Measurement & Payment) and Part 2 of the Technical Specifications.** All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and Contract Documents and applicable standards shall be included in the various bid item prices and in the Total Lump Sum Bid Amount. BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Rove Engineering Inc

760-425-0001

COMPANY

TELEPHONE



Yessenia Eugenio, Vice-President

BIDDER'S SIGNATURE

**ADDENDA ACKNOWLEDGEMENT**

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

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

(Place initials above all appropriate numbers)

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 its 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:

Name of firm:

Rove Engineering Inc

Address of firm: P.O. Box 2108, El Centro CA 92244

Telephone  
Number:

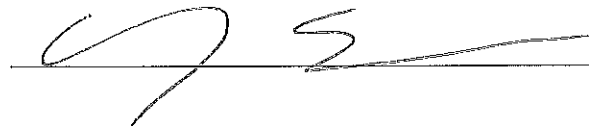
(760) 425-0001

Fax Number: ( ) N/A

Contractor's License Number: 1046101

Type: A

Signed:



Date: 11/12/2024

**- END OF PROPOSAL/BID FORM -**



# ATTACHMENT NO. 3

**CITY OF CALEXICO  
BID PROPOSAL FORM**

**SIDEWALK IMPROVEMENT PROJECT  
FEDERAL-AID PROJECT NO. CML-5168(036)**

**SIGNATORY STATEMENT**

Name of Bidder: Pyramid Construction and Aggregate's, Inc.

The undersigned hereby declares that it has carefully examined the location of the proposed work and that it has examined the Plans and Specifications, including the Bid Requirements, and hereby proposes to furnish all equipment, labor, material (except owner-furnished materials), and testing to do all work required to complete the work shown in the Plans and described in the Specifications, within contract duration allocated, and at the unit prices set forth in the Bid Proposal. BIDDER shall refer to Part 1, Section 7 of the Technical Specifications (Measurement & Payment) and Part 2 of the Technical Specifications

The Bidder shall provide the unit and total prices for each of the bid items listed in the following Bid Schedule. Failure to provide prices for each bid item shall render the bid non-responsive. The sum of the total prices for each bid item shall be equal to the Total Base Bid Amount, and shown in both numeric and in written words format.

Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

Bidder shall certify that all contents of the Bid Proposal are submitted and shall sign the Bid Proposal Checklist.

**CONSTRUCTION CONTRACT AWARD**

All bids are to be compared based on the Engineer's Cost Estimate for the Project and estimate of the quantities of work to be done. If awarded, the City shall award the construction contract to the responsive and lowest responsible bidder. City reserves the right to reject any and all bids.

**CITY OF CALEXICO  
 BID PROPOSAL FORM (CONT.)**

**SIDEWALK IMPROVEMENT PROJECT  
 FEDERAL-AID PROJECT NO. CML-5168(036)**

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization & Demobilization (Not to Exceed 5% of Total Bid)	1	LS	\$26,000.00	\$26,000.00
2	Traffic Control (Not to Exceed 3% of Total Bid)	1	LS	\$15,000.00	\$15,000.00
3	Surveying	1	LS	\$7,000.00	\$7,000.00
4	Remove Existing Parkway, Asphalt, or Native Soil and Construct 4-in Sidewalk	8,000	SF	\$16.00	\$128,000.00
5	Remove & Replace Existing 4-in Sidewalk	1,500	SF	\$22.00	\$33,000.00
6	Import Fill Under Sidewalk (Sand or CMB)	400	CY	\$103.00	\$41,200.00
7	Remove Existing Curb or AC Berm & 2-ft of Existing AC Pavement and Construct New Curb & Gutter	600	LF	\$55.38	\$33,228.00
8	Remove & Replace Existing Curb & Gutter	300	LF	\$103.15	\$30,945.00
9	Remove Existing Parkway or Asphalt Driveway and Construct New Driveway	550	SF	\$28.60	\$15,730.00
10	Remove & Replace Existing Concrete Driveway	300	SF	\$28.60	\$8,580.00
11	Remove Existing Parkway or Asphalt Alley Approach & Construct New Concrete Alley Approach	250	SF	\$28.60	\$7,150.00
12	Remove & Replace Existing Concrete Curb Ramp	2	EA	\$10,935.68	\$21,871.36
13	Remove Existing Curb Return (Radius) and Construct New Concrete Curb Ramp	1	EA	\$10,935.68	\$10,935.68
14	Trim Existing Tree Branches and Roots (Up to 25-ft Tall Tree). Price per Tree.	15	EA	\$7,000.00	\$105,000.00
15	Remove Existing Trees (Up to 25-ft Tall Tree)	10	EA	\$9,200.00	\$92,000.00
16	Remove Existing Chain-Link Fence & Posts (Up to 5 ft. Tall)	75	LF	\$100.00	\$7,500.00
17	Remove & Relocate Existing Road Warning Sign (Approx. 5' H x 25'L)	2	EA	\$1,000.00	\$2,000.00
18	Adjust Valve (to Grade) for New Sidewalk	5	EA	\$1,000.00	\$5,000.00
19	Adjust Pullbox (to Grade) for New Sidewalk	5	EA	\$1,000.00	\$5,000.00
<b>TOTAL</b>					<b>\$595,140.04</b>

**GRAND TOTAL BID (\$):** \$595,140.04

**GRAND TOTAL BID PRICE WRITTEN IN WORDS:** five hundred ninety-five thousand one hundred forty  
dollars and four cents

**CITY OF CALEXICO  
 BID PROPOSAL FORM (CONT.)**

**SIDEWALK IMPROVEMENT PROJECT  
 FEDERAL-AID PROJECT NO. CML-5168(036)**

<b>ALTERNATE BID SCHEDULE</b> (Contingent on Budget and Approval by City)					
<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1A	Additional Sidewalk Replacement (Remove Exist. Parkway/Native Soil & Const. New)	500	SF	\$16.00	\$8,000.00
2A	Additional Sidewalk Replacement (Remove & Replace Exist. Conc. Sidewalk)	500	SF	\$22.00	\$11,000.00
3A	Additional Import Fill Under Sidewalk (Sand or CMB)	100	CY	\$103.00	\$10,300.00
4A	Additional Curb & Gutter Replacement	250	LF	\$103.15	\$25,787.50
5A	Additional Concrete Driveway Replacement (Remove Exist. & Construct New)	400	SF	\$28.60	\$11,440.00
6A	Additional Curb Ramp Replacement	4	EA	\$10,935.68	\$43,742.72
7A	Additional Tree Branch/Root Trimming (Up to 25-ft Tall Tree). Price per Tree.	5	EA	\$5,000.00	\$25,000.00
8A	Additional Tree Removal (Up to 25-ft Tall Tree)	5	EA	\$10,000.00	\$50,000.00
<b>TOTAL</b>					<b>\$185,270.22</b>

**GRAND TOTAL ALTERNATE BID (\$):** \$185,270.22

**GRAND TOTAL ALTERNATE BID PRICE WRITTEN IN WORDS:** one hundred eighty-five thousand two  
hundred seventy dollars and twenty-two cents

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The BIDDER agrees that the City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract and pay the Contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount equal. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures.


The bid prices shall include any and all costs, including:

Labor, equipment, materials, testing, and all other incidental costs to complete the Work, in compliance with the Bid and Contract Documents and applicable standards.

**BIDDER shall refer to Part 1, Section 7 of the Technical Specifications (Measurement & Payment) and Part 2 of the Technical Specifications.** All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and Contract Documents and applicable standards shall be included in the various bid item prices and in the Total Lump Sum Bid Amount. BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Pyramid Construction and Aggregates, Inc.  
COMPANY

(760) 337-5839  
TELEPHONE

  
BIDDER'S SIGNATURE



**ADDENDA ACKNOWLEDGEMENT**

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

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

(Place initials above all appropriate numbers)

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 its 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:

Name of firm:

Pyramid Construction and Aggregates, Inc.

Address of firm: 839 Dogwood Road, Heber, CA 92249

Telephone ( ) Fax Number: ( )  
Number: (760) 337-5839 (760) 337-5994

Contractor's License Number: 866533 Type: A, C21

Signed:  Date: 11/12/24

**- END OF PROPOSAL/BID FORM -**

# ATTACHMENT NO. 4

## CONSTRUCTION AGREEMENT

### CITY OF CALEXICO, CALIFORNIA

THIS AGREEMENT is made this 5<sup>th</sup> day of March, 2025, by and between the City of Calexico, a Municipal Corporation of the State of California ("CITY") and Rove Engineering, Inc. ("Contractor"). The City and the CONTRACTOR for consideration stated herein agree as follows:

#### 1. Description of Project

CONTRACTOR shall provide for the construction in accordance with the Bid Documents and approved plans and Technical Specifications for the Project.

#### 2. Description of Work

The work shall be done in conformance with the Plans and Specifications for the Project. The Project includes the following major tasks:

1. Rehabilitation of the existing asphalt pavement with System 3 Overlay (ARHM-GG on ARAM over Leveling Course).
2. Removal and replacement of existing concrete improvements, including sidewalk, handicap ramp, curb and gutter, and driveways approaches.
  - There are sections of gutter that do not have a proper drainage slope, consequently, the contractor's surveyor must survey these areas to provide a positive flow profile so the street can drain by gravity. These survey elevations must be submitted to the City Engineer for review and approval before replacement of curb and gutter.
3. Pavement marking and striping per CAMUTCD (crosswalk, legends, or words).
4. Adjustment of existing utility lids to grade.

CONTRACTOR shall furnish all of the labor, tools, equipment, and services required to perform all of the work in connection with the construction of "Sidewalk Improvement Project" in accordance with the invitation for Bids, incorporated by reference as though fully set herein. Said construction shall be in accordance with CITY approved plans and specifications prepared by the Engineer, and applicable state prevailing wages laws and regulations. Said invitation for bids, plans and specifications, are prevailing wages laws and regulations are as fully a part of the Agreement as if hereto attached or herein repeated.

#### 3. Time for Completion

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

#### 4. Compensation

1.1 CITY shall 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 shall take full payment in accordance with the following item prices incorporated as part of the proposal or bid submitted by CONTRACTOR.

1.2 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.

## 5. 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

## 6. Insurance

6.1 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.

### 6.2 Types of Insurance

At all times during the term of this Agreement, CONTRACTOR shall maintain insurance

coverage as follows:

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 \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000 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.

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 \$1,000,000 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.

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 \$1,000,000 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.

### 6.3 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.

### 6.4 Deductibles

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



## 6.5 Specific Provisions Required

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

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.
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.
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.
4. Before performing under this Agreement, the CONTRACTOR shall provide the CITY with all Certificates of Insurance accompanied with all endorsements.
5. The CONTRACTOR may obtain additional insurance not required by this Agreement.

## 7. Agreement or Compliance with Labor Code

CONTRACTOR certifies that it 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.

## 8. 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.

## 9. 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.

#### 10. Indemnification and Hold Harmless Agreement

10.1 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 CONTRACTOR'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, indemnity, protect and hold harmless shall not include any claims or liabilities arising from the sole 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.

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

#### 11. 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:

Rove Engineering, Inc.  
P.O. Box 2108  
El Centro, CA 92244

#### 12. 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.

### 13. Independent Contractors

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

### 14. Compliance with Controlling Law

- 14.1 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 issued 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

## 15. 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.

## 16. 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.

## 17. 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.

## 18. 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.

## 19. 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:

\_\_\_\_\_  
VERONICA L. ALVARADO  
City Clerk of the City of Calexico

\_\_\_\_\_  
JUAN CONTRERAS  
Acting 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 AGREEMENT -**