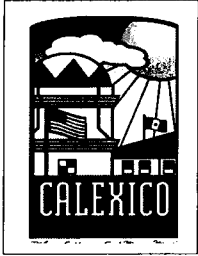


**AGENDA  
ITEM**

**12**



# AGENDA STAFF REPORT

**DATE:** June 2, 2021

**TO:** Mayor and City Council

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

**PREPARED BY:** Lilliana Falomir, Public Works Manager – Administrative *L Falomir*

**SUBJECT:** Award the Bid Proposal from Rove Engineering, Inc. in the amount of \$1,663,368.30 plus 15% Contingency (\$249,505.25) and Authorize City Manager to Sign Construction Agreement the Calexico New River Parkway Project Phase 1B Federal Project No. HPLUL-5168(015).

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**Recommendation:**

It is recommended that the City Council of the City of Calexico approve the following:

1. Award the Bid Proposal from Rove Engineering, Inc. in the amount of \$1,663,368.30 plus 15% Contingency (\$249,505.25) and Authorize City Manager to Sign Construction Agreement the Calexico New River Parkway Project Phase 1B Federal Project No. HPLUL-5168(015).

**Background:**

The City of Calexico Public Works Department received a grant from California Department of Transportation (Caltrans) for FY 2018-2019 in the amount of \$2,000,000 (\$1,600,000.00 – Federal Grant and \$400,000.00 – Local Match) for the Project No. HPLUL-5168(015) New River Parkway Improvements. The New River Parkway Improvements include site preparation, erosion control, stormwater/water quality, surface improvements, landscape, and electrical in order to construct an operable Class I bicycle trail.

On July 25, 2019, the Office of the City Clerk received two (2) bids:

#	Company	Base Bid
1	Pyramid Construction and Aggregate Inc.	\$2,697,430.00
2	Granite Construction Company	\$3,220,344.20

After carefully reviewing all bids received, staff found that they exceeded the amount of funding available for said project. On September 4, 2019,

<p><b>AGENDA ITEM</b></p> <p><i>12</i></p>
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Public Works Department staff requested that the City Council reject all bids received and authorized staff to make changes to the specifications and re-advertise for bid.

**Discussion & Analysis:**

On April 28, 2021, the Office of the City Clerk received six (6) bids:

#	Company	Base Bid	Comment
1	Rove Engineering, Inc.	\$1,663,368.30	
2	Hazard Construction Company	\$1,937,244.15	
3	Urban Habitat	\$1,996,665.16	
4	Desert Concepts Construction, Inc.	\$2,387,215.50	
5	Granite Construction	\$2,611,144.00	
6	Pyramid Construction and Aggregates, Inc.	\$3,278,656.95	Non-responsive due to error in unit price.

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 City Manager to sign an agreement with Rove Engineering, Inc.

**Fiscal Impact:**

Capital Improvement Program Budgeted Item for FY 2020-2021	
Federal Grant – Department of Transportation	\$1,530,298.84
State Grant – California Natural Resources Agency	\$382,574.71
Total	\$1,912,873.55

**Coordinated With:**

City Attorney's Office.  
Public Works Department.

**Attachment(s):**

1. Bid Tabulation Sheet.
2. Rove Engineering, Inc. Bid Proposal.
3. Hazard Construction Company Bid Proposal.
4. Urban Habitat Bid Proposal
5. Desert Concepts Construction, Inc. Bid Proposal.
6. Granite Construction Bid Proposal.
7. Pyramid Construction and Aggregates, Inc. Bid Proposal.
8. Rove Engineering, Inc. Construction Agreement.
9. New River Parkway Project Phase 1B Vicinity Plan.

## ATTACHMENT #1

**CITY OF CALEXICO**  
**CALEXICO NEW RIVER PARKWAY PROJECT PHASE 1B**  
**FEDERAL PROJECT NO.: HPLUL-S168(015)**

Bid Opening: April 28, 2021  
 Bid Time: 2:00p.m.  
 Location: Council Chambers, City Hall, 608 Heber Avenue, Calexico, CA 92231

Item No.	Approximate Quantity	Description	Engineer's Estimate Unit Price	Engineer's Estimate Total Price	ROYE Engineering Unit Price	ROYE Engineering Total Price	Hazard Construction Company Unit Price	Hazard Construction Company Total Price	Urban Habitat Unit Price	Urban Habitat Total Price	Pyramid Construction and Aggregates, Inc. Unit Price	Pyramid Construction and Aggregates, Inc. Total Price	Desert Concepts Construction Inc. Unit Price	Desert Concepts Construction Inc. Total Price	Granite Construction Company Unit Price	Granite Construction Company Total Price
<b>Site Preparation</b>																
1	1	LS Mobilization/Demobilization	25,000.00	25,000.00	18,000.00	18,000.00	200,000.00	200,000.00	123,000.00	123,000.00	60,000.00	60,000.00	102,500.00	102,500.00	28,500.00	28,500.00
<b>Earthwork</b>																
2	3,200	CY Cut	8.00	25,600.00	7.00	22,400.00	50.00	160,000.00	4.20	13,440.00	8.59	27,488.00	10.00	32,000.00	17.00	54,400.00
3	10,600	CY Fill and Compact	8.00	84,800.00	6.00	63,600.00	1.00	10,600.00	6.50	68,900.00	6.00	63,600.00	15.00	159,000.00	6.00	63,600.00
4	7,400	CY Imported (on-site)	8.00	59,200.00	17.00	125,800.00	6.00	44,400.00	22.00	162,800.00	8.00	59,200.00	35.00	259,000.00	17.50	129,500.00
5	12,500	CY Removal and Recompaction	8.00	100,000.00	8.00	100,000.00	8.00	100,000.00	9.00	112,500.00	8.00	100,000.00	14.00	175,000.00	17.50	218,750.00
6	300	CY Undocumented Fill Removal	100.00	30,000.00	17.00	5,100.00	100.00	30,000.00	42.00	12,600.00	86.00	25,800.00	65.00	19,500.00	19.00	5,700.00
<b>Erosion Control</b>																
7	1,000	EA Gravel Bag	8.00	8,000.00	10.00	10,000.00	10.00	10,000.00	8.00	8,000.00	5.00	5,000.00	3.00	3,000.00	9.00	9,000.00
8	4,900	LF Silt Fence	6.00	29,400.00	5.00	24,500.00	5.00	24,500.00	4.00	19,600.00	5.00	24,500.00	4.00	19,600.00	6.00	29,400.00
9	6,600	LF Filter Rolls	5.00	33,000.00	3.00	19,800.00	5.00	33,000.00	4.00	26,400.00	3.50	23,100.00	3.00	19,800.00	5.00	33,000.00
10	6	EA Inlet Protection	360.00	2,160.00	250.00	1,500.00	500.00	3,000.00	200.00	1,200.00	500.00	3,000.00	800.00	4,800.00	850.00	5,100.00
11	400	SF Stabilized Construction Entrance	18.00	7,200.00	29.00	11,600.00	25.00	10,000.00	8.00	3,200.00	17.50	7,000.00	3.50	1,400.00	14.00	5,600.00
12	1	EA Concrete Washout	825.00	825.00	3,335.00	3,335.00	10,000.00	10,000.00	5,000.00	5,000.00	-	-	10,000.00	10,000.00	800.85	800.85
<b>Stormwater/Water Quality</b>																
13	636	LF 12" RCP	120.00	76,320.00	85.00	54,060.00	60.00	38,160.00	200.00	127,200.00	2,000.00	1,272,000.00	150.00	95,400.00	220.00	139,920.00
14	60	LF 12" HDPE	110.00	6,600.00	100.00	6,000.00	48.00	2,880.00	180.00	10,800.00	136.00	8,160.00	120.00	7,200.00	175.00	10,500.00
15	4	EA Catch Basin (24"x24")	4,000.00	16,000.00	3,900.00	15,600.00	2,500.00	10,000.00	3,500.00	14,000.00	4,000.00	16,000.00	4,000.00	16,000.00	17,000.00	68,000.00
16	2	EA Type-A Cleanout	9,500.00	19,000.00	9,300.00	18,600.00	10,000.00	20,000.00	12,000.00	24,000.00	10,000.00	20,000.00	1,200.00	2,400.00	14,000.00	28,000.00
17	1	EA Concrete Lug	2,500.00	2,500.00	3,000.00	3,000.00	2,000.00	2,000.00	3,200.00	3,200.00	5,000.00	5,000.00	1,000.00	1,000.00	3,000.00	3,000.00
18	1	EA Straight Headwall	3,000.00	3,000.00	5,500.00	5,500.00	2,500.00	2,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	7,500.00	7,500.00
19	4	EA Wing/U Type Headwall	2,500.00	10,000.00	4,000.00	16,000.00	5,000.00	20,000.00	8,500.00	34,000.00	4,700.00	18,800.00	6,000.00	24,000.00	7,500.00	30,000.00
20	240	LF 6" Perforated PVC	60.00	14,400.00	32.00	7,680.00	15.00	3,600.00	15.00	3,600.00	20.00	4,800.00	10.00	2,400.00	140.00	33,600.00
21	2	EA Connection to Existing Storm Drain	2,000.00	4,000.00	3,100.00	6,200.00	500.00	1,000.00	4,000.00	8,000.00	4,000.00	8,000.00	2,500.00	5,000.00	2,500.00	5,000.00
22	4,800	SF Bio Filtration	10.00	48,000.00	16.00	76,800.00	20.00	96,000.00	15.00	72,000.00	42.00	201,600.00	7.50	36,000.00	32.00	153,600.00
23	4	EA Rip Rap Energy Dissipator	3,000.00	12,000.00	3,000.00	12,000.00	1,000.00	4,000.00	2,500.00	10,000.00	3,000.00	12,000.00	1,200.00	4,800.00	12,500.00	50,000.00
24	4,950	LF Bladed Swale	3.00	14,850.00	1.60	7,920.00	1.00	4,950.00	8.00	39,600.00	12.00	59,400.00	5.00	24,750.00	2.00	9,900.00
<b>Surface Improvements</b>																
25	46,750	SF AC Paving (2")	3.00	140,250.00	1.50	70,125.00	1.50	70,125.00	2.15	100,512.50	4.00	187,000.00	3.80	177,650.00	4.00	187,000.00
26	46,750	SF Aggregate Base (4")	0.75	35,062.50	0.90	42,075.00	1.00	46,750.00	1.40	65,450.00	1.50	70,125.00	0.80	37,400.00	2.00	93,500.00
27	852	SF 4" PCC Sidewalk	15.00	12,780.00	17.00	14,484.00	10.00	8,520.00	12.00	10,224.00	10.00	8,520.00	8.00	6,816.00	42.00	35,784.00
28	105	LF 6" Curb and Gutter	50.00	5,250.00	68.00	7,140.00	45.00	4,725.00	32.00	3,360.00	65.00	6,825.00	35.00	3,675.00	155.00	16,275.00
29	450	SF Driveway	25.00	11,250.00	32.00	14,400.00	25.00	11,250.00	14.00	6,300.00	20.00	9,000.00	18.00	8,100.00	67.00	30,150.00
<b>Landscape</b>																
30	16,000	SF Stabilized Decomposed Granite (2")	1.75	28,000.00	1.00	16,000.00	2.00	32,000.00	2.00	32,000.00	1.85	29,600.00	4.50	72,000.00	6.00	96,000.00
31	350	LF 6" PVC Pipe, Sch 40	48.00	16,800.00	40.00	14,000.00	40.00	14,000.00	25.00	8,750.00	15.00	5,250.00	10.00	3,500.00	140.00	49,000.00
32	3	EA Benches	1,400.00	4,200.00	2,000.00	6,000.00	2,000.00	6,000.00	2,500.00	7,500.00	3,500.00	10,500.00	850.00	2,550.00	5,500.00	16,500.00
33	5	EA Trash Receptacle	452.00	2,260.00	1,200.00	6,000.00	1,650.00	8,250.00	2,500.00	12,500.00	3,500.00	17,500.00	480.00	2,400.00	3,000.00	15,000.00
34	3	EA Bike Rack	740.60	2,221.80	1,500.00	4,500.00	1,250.00	3,750.00	1,500.00	4,500.00	2,500.00	7,500.00	420.00	1,260.00	3,500.00	10,500.00
35	39,750	SF 2" Layer "Crushed Run" Gravel	1.91	75,922.50	5.00	198,750.00	2.00	79,500.00	2.25	89,437.50	1.85	73,537.50	3.50	139,125.00	3.00	119,250.00
36	113,943	SF Dust Palliative Material/Forms Crust	0.15	17,091.45	0.10	11,394.30	0.05	5,697.15	0.12	13,673.16	0.50	56,971.50	0.25	28,485.75	0.05	5,697.15
37	8,163	LF Aluminum Edging Trail Edging	5.50	44,896.50	10.00	81,630.00	4.00	32,652.00	6.00	48,978.00	6.15	50,202.45	9.00	73,467.00	2.00	16,326.00
38	1	LS Planting	158,750.00	158,750.00	153,000.00	153,000.00	160,000.00	160,000.00	155,000.00	155,000.00	145,000.00	145,000.00	282,143.00	282,143.00	120,000.00	120,000.00
39	1	LS Irrigation	166,340.00	166,340.00	130,000.00	130,000.00	160,000.00	160,000.00	150,000.00	150,000.00	92,000.00	92,000.00	267,745.00	267,745.00	190,000.00	190,000.00

CITY OF CALEXICO  
 CALEXICO NEW RIVER PARKWAY PROJECT PHASE 1B  
 FEDERAL PROJECT NO.: HPLUL-5168(015)

Item No.	Approximate Quantity	Unit	Description	Engineer's Estimate		ROYE Engineering		Hazard Construction Company		Urban Habitat		Pyramid Construction and Aggregates, Inc.		Desert Concepts Construction Inc.		Granite Construction Company			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
40	1	LS	Maintenance and Plant Establishment (90 Days)	7,650.00	7,650.00	24,000.00	24,000.00	5,000.00	5,000.00	21,000.00	21,000.00	10,000.00	10,000.00	12,000.00	12,000.00	10,000.00	10,000.00		
41	4	EA	Interpretive Sign Base	3,700.00	14,800.00	2,650.00	10,600.00	3,000.00	12,000.00	2,000.00	8,000.00	3,000.00	12,000.00	2,000.00	8,000.00	7,500.00	30,000.00		
42	1	EA	Trail Map Monument Base	9,750.00	9,750.00	7,900.00	7,900.00	10,000.00	10,000.00	4,000.00	4,000.00	14,000.00	14,000.00	800.00	800.00	16,000.00	16,000.00		
<b>Electrical</b>																			
43	1,785	LF #2 B.C.		3.83	6,836.55	5.00	8,925.00	7.00	12,495.00	4.00	7,140.00	5.50	9,817.50	2.75	4,908.75	3.60	6,426.00		
44	143	EA	Exothermic Welds	157.50	22,522.50	50.00	7,150.00	80.00	11,440.00	200.00	28,600.00	220.00	31,460.00	180.00	25,740.00	155.00	22,165.00		
45	27	EA	Type A - Solar Powered Lighting System	3,976.00	107,352.00	3,000.00	81,000.00	4,500.00	121,500.00	4,000.00	108,000.00	4,700.00	126,900.00	1,500.00	40,500.00	5,800.00	156,600.00		
46	27	EA	Pole Base - Concrete	1,200.00	32,400.00	2,000.00	54,000.00	2,500.00	67,500.00	3,200.00	86,400.00	4,500.00	121,500.00	2,500.00	67,500.00	5,000.00	135,000.00		
<b>Misc Site Improvements</b>																			
47	18	EA	Removable Bollard	1,500.00	27,000.00	600.00	10,800.00	2,000.00	36,000.00	1,600.00	28,800.00	1,300.00	23,400.00	1,000.00	18,000.00	3,200.00	57,600.00		
48	10	EA	Laboratory Analysis and Reporting	1,000.00	10,000.00	50.00	500.00	500.00	5,000.00	1,000.00	10,000.00	1,000.00	10,000.00	1,000.00	10,000.00	250.00	2,500.00		
<b>Waste Management</b>																			
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	87.00	26,100.00	35.00	10,500.00	150.00	45,000.00	200.00	60,000.00	87.00	26,100.00	58.00	17,400.00	95.00	28,500.00		
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	20,000.00	20,000.00	8,000.00	8,000.00	25,000.00	25,000.00	5,000.00	5,000.00	20,000.00	20,000.00	7,000.00	7,000.00	15,000.00	15,000.00		
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	0.75	37,500.00	0.10	5,000.00	0.15	7,500.00	0.18	9,000.00	1.00	50,000.00	0.50	25,000.00	0.15	7,500.00		
<b>Reporting</b>																			
52	1	LS	Soil Reporting	20,000.00	20,000.00	30,500.00	30,500.00	95,000.00	95,000.00	5,000.00	5,000.00	25,000.00	25,000.00	15,000.00	15,000.00	500.00	500.00		
				1,694,840.80	1,694,840.80	1,663,568.30	1,663,568.30	1,937,244.15	1,937,244.15	1,996,665.16	1,996,665.16	3,278,656.95	3,278,656.95	2,387,215.50	2,387,215.50	2,611,144.00	2,611,144.00		
												<b>CALCULATED</b>		<b>BID SHOWN</b>					
														2,098,392.93					

## ATTACHMENT #2

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: Rove Engineering, Inc.

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
<b>Site Preparation</b>					
1	1	LS	Mobilization/Demobilization	18,000 <sup>00</sup>	18,000 <sup>00</sup>
<b>Earthwork</b>					
2	3,200	CY	Cut	7.00	22,400.00
3	10,600	CY	Fill and Compact	6.00	63,600.00
4	7,400	CY	Imported (on-site)	17.00	125,800.00
5	12,500	CY	Removal and Recomaction	8.00	100,000.00
6	300	CY	Undocumented Fill Removal	17.00	5,100.00
<b>Erosion Control</b>					
7	1,000	EA	Gravel Bag	<del>5.00</del> 10.00	<del>24,500.00</del> 10,000.00
8	4,900	LF	Silt Fence	5.00	24,500.00
9	6,600	LF	Fiber Rolls	3.00	19,800.00
10	6	EA	Inlet Protection	250.00	1,500.00
11	400	SF	Stabilized Construction Entrance	29.00	11,600.00
12	1	EA	Concrete Washout	3,335.00	3,335.00
<b>Stormwater/Water Quality</b>					
13	636	LF	12" RCP	85.00	54,060.00
14	60	LF	12" HDPE	100.00	6,000.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	3,900.00	15,600.00
16	2	EA	Type=A Cleanout	9,300.00	18,600.00
17	1	EA	Concrete Lug	3,000.00	3,000.00
18	1	EA	Straight Headwall	5,500.00	5,500.00
19	4	EA	Wing/U Type Headwall	4,000.00	16,000.00
20	240	LF	6" Perforated PVC	32.00	7,680.00
21	2	EA	Connection to Existing Storm Drain	3,100.00	6,200.00
22	4,800	SF	Bio Filtration	16.00	76,800.00
23	4	EA	Rip Rap Energy Dissipator	3,000.00	12,000.00
24	4,950	LF	Bladed Swale	1.60	7,920.00
Surface Improvements					
25	46,750	SF	AC Paving (2")	1.50	70,125.00
26	46,750	SF	Aggregate Base (4")	0.90	42,075.00
27	852	SF	4" PCC Sidewalk	17.00	14,484.00
28	105	LF	6" Curb and Gutter	68.00	7,140.00
29	450	SF	Driveway	32.00	14,400.00
Landscape					
30	16,000	SF	Stabilized Decomposed Granite (2")	<del>1.00</del> <sup>je</sup> 1.00	<del>16,000.00</del> <sup>AC</sup> 16,000.00
31	350	LF	6" PVC Pipe, Sch 40	40.00	14,000.00
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	2,000.00	6,000.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	1,200.00	6,000.00
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	1,500.00	4,500.00
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trailed – See Appendix G(Supersedes "Crushed Stone" Layer)	5.00	198,750.00
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	0.10	11,394.30
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	10.00	81,630.00
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	<del>153,000.00</del> 153,000.00	<del>153,000.00</del> 153,000.00
39	1	LS	Irrigation	<del>130,000.00</del> 130,000.00	<del>130,000.00</del> 130,000.00
40	1	LS	Maintenance and Plant	24,000.00	24,000.00

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	2,650.00	10,600.00
42	1	EA	Trail Map Monument Base	7,900.00	7,900.00
Electrical					
43	1,785	LF	#2 B.C.	5.00	8,925.00
44	143	EA	Exothermic Welds	50.00	7,150.00
45	27	EA	Type A – Solar Powered Lighting System, shall be "SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15' HD Pole included" as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	3,000.00	81,000.00
46	27	EA	Pole Base – Shall be "Precast concrete NVEnergy light pole base - LB0018" as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	2,000.00	54,000.00
Misc Site Improvements					
47	18	EA	Removable Bollard	600.00	10,800.00
48	10	EA	Laboratory Analysis and Reporting	50.00	500.00
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	35.00	10,500.00
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	8,000.00	8,000.00
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	0.10	5,000.00
Reporting					
52	1	LS	Soil Reporting	30,500.00	30,500.00

\$

Grand Total Bid: \$1,663,368<sup>50</sup>

one Million, Six Hundred Sixty-three Thousand

Grand Total Bid Price Written in words: Three Hundred Sixty-eight and thirty cents

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:  
None \_\_\_\_\_; No. 1  \_\_\_\_\_; No. 2  \_\_\_\_\_; 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.

Addenda

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:

Name of firm:

Rove Engineering, Inc.

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

Telephone Number: (760) 425-0001 Fax Number:  None

Contractor's License Number: 1046101 Type: A

Signed: [Signature] Date: 04/28/2021

DIR No.: 1000064558

END OF PROPOSAL/BID FORM

## ATTACHMENT #3

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: HAZARD CONSTRUCTION ENGR LLC

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
Site Preparation					
1	1	LS	Mobilization/Demobilization	\$200,000.00	\$200,000.00
Earthwork					
2	3,200	CY	Cut	\$50.00	\$160,000.00
3	10,600	CY	Fill and Compact	\$1.00	\$10,600.00
4	7,400	CY	Imported (on-site)	\$6.00	\$44,400.00
5	12,500	CY	Removal and Recompaction	\$8.00	\$100,000.00
6	300	CY	Undocumented Fill Removal	\$100.00	\$30,000.00
Erosion Control					
7	1,000	EA	Gravel Bag	\$10.00	\$10,000.00
8	4,900	LF	Silt Fence	\$5.00	\$24,500.00
9	6,600	LF	Fiber Rolls	\$5.00	\$33,000.00
10	6	EA	Inlet Protection	\$500.00	\$3,000.00
11	400	SF	Stabilized Construction Entrance	\$25.00	\$10,000.00
12	1	EA	Concrete Washout	\$10,000.00	\$10,000.00
Stormwater/Water Quality					
13	636	LF	12" RCP	\$60.00	\$38,160.00
14	60	LF	12" HDPE	\$48.00	\$2,880.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	\$ 2,500.00	\$10,000.00
16	2	EA	Type=A Cleanout	\$ 10,000.00	\$ 20,000.00
17	1	EA	Concrete Lug	\$ 2,000.00	\$ 2,000.00
18	1	EA	Straight Headwall	\$ 2,500.00	\$ 2,500.00
19	4	EA	Wing/U Type Headwall	\$ 5,000.00	\$ 20,000.00
20	240	LF	6" Perforated PVC	\$ 15.00	\$ 3,600.00
21	2	EA	Connection to Existing Storm Drain	\$ 500.00	\$ 1,000.00
22	4,800	SF	Bio Filtration	\$ 20.00	\$ 96,000.00
23	4	EA	Rip Rap Energy Dissipator	\$ 1,000.00	\$ 4,000.00
24	4,950	LF	Bladed Swale	\$ 1.00	\$ 4,950.00
Surface Improvements					
25	46,750	SF	AC Paving (2")	\$ 1.50	\$ 70,125.00
26	46,750	SF	Aggregate Base (4")	\$ 1.00	\$ 46,750.00
27	852	SF	4" PCC Sidewalk	\$ 10.00	\$ 8,520.00
28	105	LF	6" Curb and Gutter	\$ 45.00	\$ 4,725.00
29	450	SF	Driveway	\$ 25.00	\$ 11,250.00
Landscape					
30	16,000	SF	Stabilized Decomposed Granite (2")	\$ 2.00	\$ 32,000.00
31	350	LF	6" PVC Pipe, Sch 40	\$ 40.00	\$ 14,000.00
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$ 2,000.00	\$ 6,000.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	\$1,650.00	\$8,250.00
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$1,250.00	\$3,750.00
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trailed – See Appendix G(Supersedes "Crushed Stone" Layer)	\$2.00	\$79,500.00
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	\$.05	\$5,697.15
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	\$4.00	\$32,652.00
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	\$160,000.00	\$160,000.00
39	1	LS	Irrigation	\$160,000.00	\$160,000.00
40	1	LS	Maintenance and Plant	\$5,000	\$5,000

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	\$3,000.00	\$12,000.00
42	1	EA	Trail Map Monument Base	\$10,000.00	\$10,000.00
Electrical					
43	1,785	LF	#2 B.C.	<del>\$25.00</del> <sup>WSP</sup> \$7.00	\$12,495.00
44	143	EA	Exothermic Welds	\$80.00	\$11,440.00
45	27	EA	Type A – Solar Powered Lighting System, shall be "SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15' HD Pole included" as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	\$4,500.00	\$121,500.00
46	27	EA	Pole Base – Shall be "Precast concrete NVEnergy light pole base - LB0018" as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	\$2,500.00	\$67,500.00
Misc Site Improvements					
47	18	EA	Removable Bollard	\$2,000.00	\$36,000.00
48	10	EA	Laboratory Analysis and Reporting	\$500.00	\$5,000.00
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	\$150.00	\$45,000.00
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	\$25,000.00	\$25,000.00
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	\$.15	\$7,500.00
Reporting					
52	1	LS	Soil Reporting	\$95,000.00	\$95,000.00

Grand Total Bid: \$ 1,937,244.15

Grand Total Bid Price Written in words: one million nine hundred thirty seven thousand two hundred forty four dollars and 15/100

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:  
None \_\_\_\_\_; No. 1 ; No. 2 ; 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:

Name of firm: **HAZARD CONSTRUCTION ENGR LLC**

Address of firm: 10529 Nine Street Lakeside, CA 92040

Telephone Number: (958) 587-3600 Fax Number: (958) 453-6034

Contractor's License Number: 1030899 Type: A (C3)

Signed: \_\_\_\_\_ Date: 4/21/21

**END OF PROPOSAL/BID FORM**

## ATTACHMENT #4

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: Urban Habitat

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
Site Preparation					
1	1	LS	Mobilization/Demobilization	\$ 123,000. <sup>00</sup>	\$ 123,000. <sup>00</sup>
Earthwork					
2	3,200	CY	Cut	\$ 4.20	\$ 13,440. <sup>00</sup>
3	10,600	CY	Fill and Compact	\$ 6.50	\$ 68,900. <sup>00</sup>
4	7,400	CY	Imported (on-site)	\$ 22. <sup>00</sup>	\$ 162,800
5	12,500	CY	Removal and Recompaction	\$ 9. <sup>00</sup>	\$ 112,500. <sup>00</sup>
6	300	CY	Undocumented Fill Removal	\$ 42. <sup>00</sup>	\$ 12,600. <sup>00</sup>
Erosion Control					
7	1,000	EA	Gravel Bag	\$ 8. <sup>00</sup>	\$ 8,000. <sup>00</sup>
8	4,900	LF	Silt Fence	\$ 4. <sup>00</sup>	\$ 19,600. <sup>00</sup>
9	6,600	LF	Fiber Rolls	\$ 4. <sup>00</sup>	\$ 26,400. <sup>00</sup>
10	6	EA	Inlet Protection	\$ 200. <sup>00</sup>	\$ 1,200. <sup>00</sup>
11	400	SF	Stabilized Construction Entrance	\$ 8. <sup>00</sup>	\$ 3,200. <sup>00</sup>
12	1	EA	Concrete Washout	\$ 5,000. <sup>00</sup>	\$ 5,000. <sup>00</sup>
Stormwater/Water Quality					
13	636	LF	12" RCP	\$ 200. <sup>00</sup>	\$ 127,200. <sup>00</sup>
14	60	LF	12" HDPE	\$ 180. <sup>00</sup>	\$ 10,800. <sup>00</sup>

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	\$ 3,500. <sup>00</sup>	\$ 14,000. <sup>00</sup>
16	2	EA	Type=A Cleanout	\$ 12,000. <sup>00</sup>	\$ 24,000. <sup>00</sup>
17	1	EA	Concrete Lug	\$ 3,200. <sup>00</sup>	\$ 3,200. <sup>00</sup>
18	1	EA	Straight Headwall	\$ 4,500. <sup>00</sup>	\$ 4,500. <sup>00</sup>
19	4	EA	Wing/U Type Headwall	\$ 8,500. <sup>00</sup>	\$ 34,000. <sup>00</sup>
20	240	LF	6" Perforated PVC	\$ 15. <sup>00</sup>	\$ 3,600. <sup>00</sup>
21	2	EA	Connection to Existing Storm Drain	\$ 4,000. <sup>00</sup>	\$ 8,000. <sup>00</sup>
22	4,800	SF	Bio Filtration	\$ 15. <sup>00</sup>	\$ 72,000. <sup>00</sup>
23	4	EA	Rip Rap Energy Dissipator	\$ 2,500. <sup>00</sup>	\$ 10,000. <sup>00</sup>
24	4,950	LF	Bladed Swale	\$ 8. <sup>00</sup>	\$ 39,600. <sup>00</sup>
Surface Improvements					
25	46,750	SF	AC Paving (2")	\$ 2.15	\$ 100,512. <sup>50</sup>
26	46,750	SF	Aggregate Base (4")	\$ 1.40	\$ 65,450. <sup>00</sup>
27	852	SF	4" PCC Sidewalk	\$ 12. <sup>00</sup>	\$ 10,224. <sup>00</sup>
28	105	LF	6" Curb and Gutter	\$ 32. <sup>00</sup>	\$ 3,360. <sup>00</sup>
29	450	SF	Driveway	\$ 14. <sup>00</sup>	\$ 6,300. <sup>00</sup>
Landscape					
30	16,000	SF	Stabilized Decomposed Granite (2")	\$ 2. <sup>00</sup>	\$ 32,000. <sup>00</sup>
31	350	LF	6" PVC Pipe, Sch 40	\$ 25. <sup>00</sup>	\$ 8,750. <sup>00</sup>
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$ 2,500. <sup>00</sup>	\$ 7,500. <sup>00</sup>

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	\$ 2,500.00	\$ 12,500.00
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$ 1,500.00	\$ 4,500.00
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trail – See Appendix G(Supersedes "Crushed Stone" Layer)	\$ 2.25	\$ 89,437.50
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	\$ 0.12	\$ 13,673.16
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	\$ 6.00	\$ 48,978.00
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	\$ 155,000.00	\$ 155,000.00
39	1	LS	Irrigation	\$ 150,000.00	\$ 150,000.00
40	1	LS	Maintenance and Plant	\$ 21,000.00	\$ 21,000.00

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	\$ 2,000.00	\$ 8,000.00
42	1	EA	Trail Map Monument Base	\$ 4,000.00	\$ 4,000.00
Electrical					
43	1,785	LF	#2 B.C.	\$ 4.00	\$ 7,140.00
44	143	EA	Exothermic Welds	\$ 200.00	\$ 28,600.00
45	27	EA	Type A – Solar Powered Lighting System, shall be "SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15' HD Pole included" as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	\$ 4,000.00	\$ 108,000.00
46	27	EA	Pole Base – Shall be "Precast concrete NVEnergy light pole base - LB0018" as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	\$ 3,200.00	\$ 84,400.00
Misc Site Improvements					
47	18	EA	Removable Bollard	\$ 1,600.00	\$ 28,800.00
48	10	EA	Laboratory Analysis and Reporting	\$ 1,000.00	\$ 10,000.00
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	\$ 200.00	\$ 60,000.00
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	\$ 5,000.00	\$ 5,000.00
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	\$ 0.18	\$ 9,000.00
Reporting					
52	1	LS	Soil Reporting	\$ 5,000.00	\$ 5,000.00

Grand Total Bid: \$ 1,996,665.<sup>16</sup>

Grand Total Bid Price Written in words: one million nine hundred ninety-six thousand six hundred sixty-five <sup>16/100</sup>

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

None \_\_\_\_\_; No. 1 BS; No. 2 BS; 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:

Name of firm:

Urban Habitat

Address of firm: PO Box 1171, La Quinta, CA 92247

Telephone Number: 760 345-1119 Fax Number: (855) 409-4224

Contractor's License Number: 9103744 Type: A, C-27

Signed: [Signature] Date: April 26, 2011

END OF PROPOSAL/BID FORM

## ATTACHMENT #5

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: Desert Concepts Construction, Inc.

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
<b>Site Preparation</b>					
1	1	LS	Mobilization/Demobilization	\$102,500.00	\$102,500.00
<b>Earthwork</b>					
2	3,200	CY	Cut	\$10.00	\$32,000.00
3	10,600	CY	Fill and Compact	\$15.00	\$159,000.00
4	7,400	CY	Imported (on-site)	\$35.00	\$259,000.00
5	12,500	CY	Removal and Recomaction	\$14.00	\$175,000.00
6	300	CY	Undocumented Fill Removal	\$65.00	\$19,500.00
<b>Erosion Control</b>					
7	1,000	EA	Gravel Bag	\$3.00	\$3,000.00
8	4,900	LF	Silt Fence	\$4.00	\$19,600.00
9	6,600	LF	Fiber Rolls	\$3.00	\$19,800.00
10	6	EA	Inlet Protection	\$800.00	\$4,800.00
11	400	SF	Stabilized Construction Entrance	\$3.50	\$1,400.00
12	1	EA	Concrete Washout	\$10,000.00	\$10,000.00
<b>Stormwater/Water Quality</b>					
13	636	LF	12" RCP	\$150.00	\$95,400.00
14	60	LF	12" HDPE	\$120.00	\$7,200.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	\$4,000.00	\$16,000.00
16	2	EA	Type=A Cleanout	\$1,200.00	\$2,400.00
17	1	EA	Concrete Lug	\$1,000.00	\$1,000.00
18	1	EA	Straight Headwall	\$4,500.00	\$4,500.00
19	4	EA	Wing/U Type Headwall	\$6,000.00	\$24,000.00
20	240	LF	6" Perforated PVC	\$10.00	\$2,400.00
21	2	EA	Connection to Existing Storm Drain	\$2,500.00	\$5,000.00
22	4,800	SF	Bio Filtration	\$7.50	\$36,000.00
23	4	EA	Rip Rap Energy Dissipator	\$1,200.00	\$4,800.00
24	4,950	LF	Bladed Swale	\$5.00	\$24,750.00
<b>Surface Improvements</b>					
25	46,750	SF	AC Paving (2")	\$3.80	\$177,650.00
26	46,750	SF	Aggregate Base (4")	\$0.80	\$37,400.00
27	852	SF	4" PCC Sidewalk	\$8.00	\$6,816.00
28	105	LF	6" Curb and Gutter	\$35.00	\$3,675.00
29	450	SF	Driveway	\$18.00	\$8,100.00
<b>Landscape</b>					
30	16,000	SF	Stabilized Decomposed Granite (2")	\$4.50	\$72,000.00
31	350	LF	6" PVC Pipe, Sch 40	\$10.00	\$3,500.00
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$850.00	\$2,550.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	\$480.00	\$2,400.00
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	\$420.00	\$1,260.00
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trailed – See Appendix G(Supersedes "Crushed Stone" Layer)	\$3.50	\$139,125.00
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	\$0.25	\$28,485.75
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	\$9.00	\$73,467.00
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	\$282,143.00	\$282,143.00
39	1	LS	Irrigation	\$267,745.00	\$267,745.00
40	1	LS	Maintenance and Plant	\$12,000.00	\$12,000.00

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	\$2,000.00	\$8,000.00
42	1	EA	Trail Map Monument Base	\$800.00	\$800.00
Electrical					
43	1,785	LF	#2 B.C.	\$2.75	\$4,908.75
44	143	EA	Exothermic Welds	\$180.00	\$25,740.00
45	27	EA	Type A – Solar Powered Lighting System, shall be “SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15’ HD Pole included” as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	\$1,500.00	\$40,500.00
46	27	EA	Pole Base – Shall be “Precast concrete NVEnergy light pole base - LB0018” as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	\$2,500.00	\$67,500.00
Misc Site Improvements					
47	18	EA	Removable Bollard	\$1,000.00	\$18,000.00
48	10	EA	Laboratory Analysis and Reporting	\$1,000.00	\$10,000.00
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	\$58.00	\$17,400.00
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	\$7,000.00	\$7,000.00
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	\$0.50	\$25,000.00
Reporting					
52	1	LS	Soil Reporting	\$15,000.00	\$15,000.00

Grand Total Bid: \$2,387,215.50

Grand Total Bid Price Written in words: Two Million Three Hundred Eighty-Seven Thousand Two Hundred Fifteen and 50/100

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:  
None \_\_\_\_\_; No. 1 ; No. 2 ; 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:

Name of firm:

Desert Concepts Construction, Inc.

Address of firm: 79775 Ave 40, Indio, CA 92203

Telephone Number: (760)200-9007 Fax Number: ( ) 760-200-9014

Contractor's License Number: 849837 Type: A, B, C8, C10, C16, C23, C27, C33, C36

Signed:  Date: 4/28/2021

**END OF PROPOSAL/BID FORM**

## ATTACHMENT #6

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: Granite Construction Company

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
Site Preparation					
1	1	LS	Mobilization/Demobilization	28,500 <sup>00</sup>	28,500 <sup>00</sup>
Earthwork					
2	3,200	CY	Cut	17 <sup>00</sup>	54,400 <sup>00</sup>
3	10,600	CY	Fill and Compact	6 <sup>00</sup>	63,600 <sup>00</sup>
4	7,400	CY	Imported (on-site)	17 <sup>50</sup>	129,500 <sup>00</sup>
5	12,500	CY	Removal and Recompaction	17 <sup>50</sup>	218,750 <sup>00</sup>
6	300	CY	Undocumented Fill Removal	19.00	5,700.00
Erosion Control					
7	1,000	EA	Gravel Bag	9.00	9,000.00
8	4,900	LF	Silt Fence	6.00	29,400.00
9	6,600	LF	Fiber Rolls	5.00	33,000.00
10	6	EA	Inlet Protection	850.00	5,100.00
11	400	SF	Stabilized Construction Entrance	14.00	5,600.00
12	1	EA	Concrete Washout	800.85	800.85
Stormwater/Water Quality					
13	636	LF	12" RCP	220.00	139,920.00
14	60	LF	12" HDPE	175.00	10,500.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	17,000.00	68,000.00
16	2	EA	Type=A Cleanout	14,000.00	28,000.00
17	1	EA	Concrete Lug	3,000.00	3,000.00
18	1	EA	Straight Headwall	7,500.00	7,500.00
19	4	EA	Wing/U Type Headwall	7,500.00	30,000.00
20	240	LF	6" Perforated PVC	140.00	33,600.00
21	2	EA	Connection to Existing Storm Drain	2,500.00	5,000.00
22	4,800	SF	Bio Filtration	32.00	153,600.00
23	4	EA	Rip Rap Energy Dissipator	12,500.00	50,000.00
24	4,950	LF	Bladed Swale	2.00	9,900.00
Surface Improvements					
25	46,750	SF	AC Paving (2")	4.00	187,000.00
26	46,750	SF	Aggregate Base (4")	2.00	93,500.00
27	852	SF	4" PCC Sidewalk	42.00	35,784.00
28	105	LF	6" Curb and Gutter	155.00	16,275.00
29	450	SF	Driveway	67.00	30,150.00
Landscape					
30	16,000	SF	Stabilized Decomposed Granite (2")	6.00	96,000.00
31	350	LF	6" PVC Pipe, Sch 40	140.00	49,000.00
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	5,500.00	16,500.00

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	3,000.00	15,000.00
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	3,500.00	10,500.00
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trail – See Appendix G(Supersedes "Crushed Stone" Layer)	3.00	119,250.00
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	0.05	5,697.15
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	2.00	16,326.00
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	120,000.00	120,000.00
39	1	LS	Irrigation	190,000.00	190,000.00
40	1	LS	Maintenance and Plant	10,000.00	10,000.00

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	7,500.00	30,000.00
42	1	EA	Trail Map Monument Base	16,000.00	16,000.00
Electrical					
43	1,785	LF	#2 B.C.	3.60	6,426.00
44	143	EA	Exothermic Welds	155.00	22,165.00
45	27	EA	Type A – Solar Powered Lighting System, shall be “SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15’ HD Pole included” as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	5,800.00	156,600.00
46	27	EA	Pole Base – Shall be “Precast concrete NVEnergy light pole base - LB0018” as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	5,000.00	135,000.00
Misc Site Improvements					
47	18	EA	Removable Bollard	3,200.00	57,600.00
48	10	EA	Laboratory Analysis and Reporting	250.00	2,500.00
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	95.00	28,500.00
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	15,000.00	15,000.00
51	50,000	SF	Seed and Mulch, Install Storm Water BMP’s	0.15	7,500.00
Reporting					
52	1	LS	Soil Reporting	500.00	500.00

Grand Total Bid: 2,611,144

Grand Total Bid Price Written in words: Two Million, Six Hundred Eleven, Thousand, One Hundred Forty Four Dollars and Zero Cents

1.00 – The undersigned hereby acknowledges the receipt of the following addendum:  
None ; No. 1 ; No. 2 ; 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:

Name of firm:

Granite Construction Company

Address of firm: 38000 Monroe Street, Indio, CA 92203

Telephone Number: (760) 775-7500 Fax Number: ( ) (760) 775-8229

Contractor's License Number: 89 Type: A, B

Signed:  Joseph P. Richardson Date: 28 April 2021

Regional Chief Estimator



END OF PROPOSAL/BID FORM

## ATTACHMENT #7

**PROPOSAL BID FORM**

TO THE PUBLIC WORKS DIRECTOR/CITY ENGINEER OF THE CITY OF CALEXICO:

The undersigned hereby declares that he has carefully examined the location of the proposed work that he has examined the plans and specifications and read the accompanying instructions to bidders and hereby proposes to furnish all material except owner furnished materials, and do all work required to complete the said work in accordance with said plans and specifications and special provisions for the unit prices set forth in the following schedule. The bidder shall furnish prices for all items shown in the proposal.

Name of firm: Pyramid Construction and Aggregates, Inc.

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
<b>Site Preparation</b>					
1	1	LS	Mobilization/Demobilization	60,000	60,000
<b>Earthwork</b>					
2	3,200	CY	Cut	8.59	27,488
3	10,600	CY	Fill and Compact	6.00	63,600
4	7,400	CY	Imported (on-site)	8.00	59,200
5	12,500	CY	Removal and Recompanction	8.00	100,000
6	300	CY	Undocumented Fill Removal	86.00	25,800
<b>Erosion Control</b>					
7	1,000	EA	Gravel Bag	5.00	5,000
8	4,900	LF	Silt Fence	5.00	24,500
9	6,600	LF	Fiber Rolls	3.50	23,100
10	6	EA	Inlet Protection	500.00	3,000
11	400	SF	Stabilized Construction Entrance	17.50	7,000
12	1	EA	Concrete Washout		
<b>Stormwater/Water Quality</b>					
13	636	LF	12" RCP	2,000	2,000
14	60	LF	12" HDPE	136.00	86,496

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
15	4	EA	Catch Basin (24"x24")	4,000	16,000
16	2	EA	Type=A Cleanout	10,000	20,000
17	1	EA	Concrete Lug	5,000	5,000
18	1	EA	Straight Headwall	4,500	4,500
19	4	EA	Wing/U Type Headwall	4,700	18,800
20	240	LF	6" Perforated PVC	20.00	4,800
21	2	EA	Connection to Existing Storm Drain	4,000	8,000
22	4,800	SF	Bio Filtration	42.00	201,600
23	4	EA	Rip Rap Energy Dissipator	3,000	12,000
24	4,950	LF	Bladed Swale	12.00	59,400
Surface Improvements					
25	46,750	SF	AC Paving (2")	4.00	187,000
26	46,750	SF	Aggregate Base (4")	1.50	70,125
27	852	SF	4" PCC Sidewalk	10.00	8,520
28	105	LF	6" Curb and Gutter	65.00	6,825
29	450	SF	Driveway	20.00	9,000
Landscape					
30	16,000	SF	Stabilized Decomposed Granite (2")	1.85	29,600
31	350	LF	6" PVC Pipe, Sch 40	15.00	5,250
32	3	EA	Benches shall be "6' Essential Series Aluminum Bench With Back - Powder Coated - Black" Item # 398-9100 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	3,500	10,500

Item No.	Approximate Quantity	Unit	Description	Unit Price	Total Price
33	5	EA	Trash Receptacle Shall be "32 Gallon trash receptacle" item # 543-5010 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No LP2.2	3,500	17,500
34	3	EA	Bike Racks Shall Be "5 Bike Sonic Wave Rack – Galvanized - Surface Mount" item # 398-8013 as manufactured by The Park and Facilities Catalog or equal. Supersedes item Shown in Sheet No. LP2.2	2,500	7,500
35	39,750	SF	2" Layer "Crushed Run" Gravel (aka "Crush & Run") 5' Wide on Each Side of Paved Trail – See Appendix G(Supersedes "Crushed Stone" Layer)	1.85	73,537.50
36	113,943	SF	Dust Palliative Material/ forms a crust for erosion control (Supersedes Hydroseed)	.50	56,971.50
37	8,163	LF	Aluminum Edging Trail Edging should be Permastrip 1/8"x4"x16' mill finish as manufactured by Permaloc orequal. Supersedes item Shown in Sheet No LP2.2 Detail (Redwood Header)	6.15	50,202.45
38	1	LS	Planting According to New Plants Schedule on Appendix G (Supersedes Plant Schedule shown on Sheet LP2.1 of Project Plans)	145,000	145,000
39	1	LS	Irrigation	92,000	92,000
40	1	LS	Maintenance and Plant	10,000	10,000

			Establishment (90 Days)		
41	4	EA	Interpretive Sign Base	3,000	12,000
42	1	EA	Trail Map Monument Base	14,000	14,000
Electrical					
43	1,785	LF	#2 B.C.	5.50	9,817.50
44	143	EA	Exothermic Welds	220.00	31,400
45	27	EA	Type A – Solar Powered Lighting System, shall be "SL12 SOLAR LED STREET LIGHT, 25W LED Lamp & Complete Solar System with 15' HD Pole included" as manufactured by Solar Illuminations or equal. Supersedes item shown in Sheet No. E2.0	4,700	126,900
46	27	EA	Pole Base – Shall be "Precast concrete NVEnergy light pole base - LB0018" as manufactured by Jensen Precast or equal. Supersedes item shown in Sheet No. E2.0	4,500	121,500
Misc Site Improvements					
47	18	EA	Removable Bollard	1,300	23,400
48	10	EA	Laboratory Analysis and Reporting	1,000	10,000
Waste Management					
49	300	CY	T&D of Undocumented Fill to Non-Haz Landfill	87.00	26,100
50	1	LS	T&D of Brush/Green Waste to Offsite Disposal Facility	20,000	20,000
51	50,000	SF	Seed and Mulch, Install Storm Water BMP's	1.00	50,000
Reporting					
52	1	LS	Soil Reporting	25,000	25,000

Grand Total Bid: 2,098,392.95

Grand Total Bid Price Written in words: Two million, ninety-eight thousand, three hundred and ninety-two and ninety-five 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:

Name of firm:

Pyramid Construction and Aggregates, Inc.

Address of firm: 839 Dogwood Road, Heber CA 92249

Telephone Number: (760) 337-5839 Fax Number: (760) 337-5993

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

Signed: [Signature] Date: 4/28/21

ATTACHMENT #8

## **CONSTRUCTION AGREEMENT**

### **CITY OF CALEXICO, CALIFORNIA**

THIS AGREEMENT is made this 2<sup>nd</sup> day of June, 2021, 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 of Calexico New River Parkway Project Phase 1B Federal Project No. HPLUL-5168(015) in accordance with the Invitation for Bids.

#### **2. Description of Work**

2.1 CONTRACTOR shall furnish all of the labor, tools, equipment, and services required to perform all of the work in connection with the construction of Calexico New River Parkway Project Phase 1B in accordance with the invitation for Bids, incorporated by reference as though fully set herein. Said construction shall be in accordance with the 2010 California Department of Transportation Standard Plans, Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage rates dated 2021. Said invitation for bids, Standard Plans, Standard Specifications, Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are as fully a part of the Agreement as if hereto attached or herein repeated.

2.2 The work to be performed under this Agreement shall conform to the plans entitled “Calexico New River Parkway Project Phase 1B”, incorporated herein as fully a part of this 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, and shall be completed within the allotted working days after the date stated in such Notice.

#### **4. Compensation**

4.1 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.

4.2 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

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.

### 6.1 Types of Insurance.

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

#### 6.1.1 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.

#### 6.1.2 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.

### 6.1.3 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.

### 6.2 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.

### 6.3 Deductibles

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

### 6.4 Specific Provisions Required

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

6.4.1 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.

6.4.2 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.

6.4.3 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.

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

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

## 7. Agreementor 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.

## 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 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 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.  
PO 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 Agreementors

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

## 14. 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.

#### 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:

\_\_\_\_\_  
GABRIELA GARCIA  
City Clerk

\_\_\_\_\_  
Miguel Figueroa  
City Manager

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**

## ATTACHMENT #9

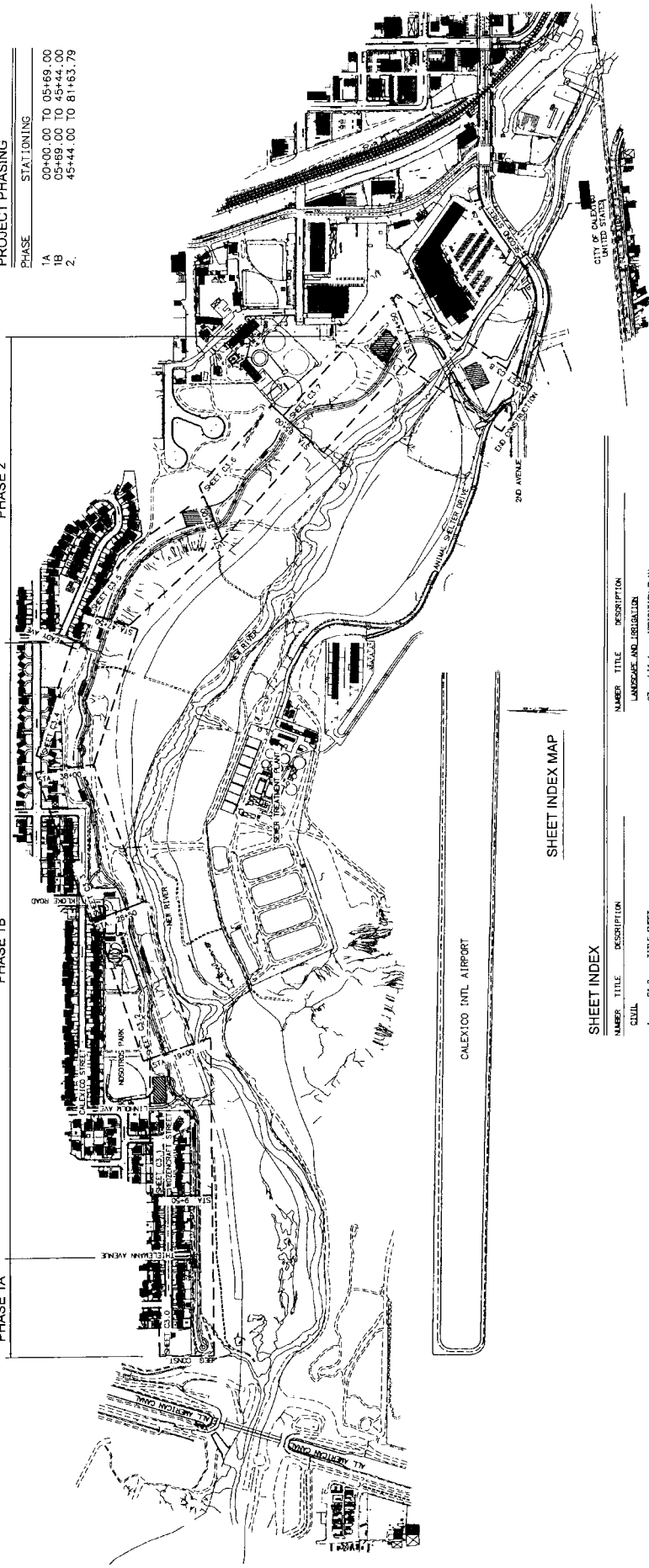
PHASE 1A

PHASE 1B

PHASE 2

PROJECT PHASING

PHASE	STATIONING
1A	00+00.00 TO 05+69.00
1B	05+69.00 TO 45+44.00
2	45+44.00 TO 81+63.79



CALEXICO INTL AIRPORT

SHEET INDEX MAP

SHEET INDEX

NUMBER	TITLE	DESCRIPTION
1	C1.0	TITLE SHEET
2	C1.1	GENERAL NOTES
3	C2.0	DETAILS
4	C2.1	BRIDGE
5	C2.2	TYPICAL SECTIONS
6	C3.0	PLAN AND PROFILE
7	C3.1	PLAN AND PROFILE
8	C3.2	PLAN AND PROFILE
9	C3.3	PLAN AND PROFILE
10	C3.4	PLAN AND PROFILE
11	C3.5	PLAN AND PROFILE
12	C3.6	PLAN AND PROFILE
13	C3.7	PLAN AND PROFILE
14	C3.8	PLAN AND PROFILE
15	C3.9	PLAN AND PROFILE
16	C4.0	EROSION CONTROL
17	C4.1	EROSION CONTROL
18	C4.2	EROSION CONTROL
19	C4.3	EROSION CONTROL
20	C4.4	EROSION CONTROL
21	C4.5	EROSION CONTROL
22	C4.6	EROSION CONTROL
23	C4.7	EROSION CONTROL
24	S1.0	GENERAL PLAN - BRIDGE
25	S1.1	BRIDGE
26	S3.0	RETAINING WALL DETAILS
27	S3.1	RETAINING WALL
28	S3.2	RETAINING WALL
29	S3.3	RETAINING WALL
30	S3.4	RETAINING WALL
31	S3.5	RETAINING WALL
32	S3.6	RETAINING WALL
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123	S3.97	RETAINING WALL
124	S3.98	RETAINING WALL
125	S3.99	RETAINING WALL
126	S3.100	RETAINING WALL

LANDSCAPE AND IRRIGATION

NUMBER	TITLE	DESCRIPTION
27	L1.1	IRRIGATION PLAN
28	L1.2	IRRIGATION PLAN
29	L1.3	IRRIGATION PLAN
30	L1.4	IRRIGATION PLAN
31	L1.5	IRRIGATION PLAN
32	L1.6	IRRIGATION PLAN
33	L1.7	IRRIGATION PLAN
34	L1.8	IRRIGATION PLAN
35	L1.9	IRRIGATION PLAN
36	L1.10	IRRIGATION PLAN
37	L1.11	IRRIGATION PLAN
38	L1.12	IRRIGATION PLAN
39	L1.13	IRRIGATION PLAN
40	L1.14	IRRIGATION PLAN
41	L1.15	IRRIGATION PLAN
42	L1.16	IRRIGATION PLAN
43	L1.17	IRRIGATION PLAN
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94	L1.68	IRRIGATION PLAN
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99	L1.73	IRRIGATION PLAN
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118	L1.92	IRRIGATION PLAN
119	L1.93	IRRIGATION PLAN
120	L1.94	IRRIGATION PLAN
121	L1.95	IRRIGATION PLAN
122	L1.96	IRRIGATION PLAN
123	L1.97	IRRIGATION PLAN
124	L1.98	IRRIGATION PLAN
125	L1.99	IRRIGATION PLAN
126	L1.100	IRRIGATION PLAN

ELECTRICAL

NUMBER	TITLE	DESCRIPTION
49	E1.0	LEGEND, ABBREVIATIONS, NOTES AND LIGHTING FIXTURE SCHEDULE
50	E2.0	SOLAR POWERED LIGHTING FIXTURE DETAILS
51	E2.1	SOLAR POWERED LIGHTING FIXTURE
52	E3.0	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
53	E3.1	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
54	E3.2	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
55	E3.3	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
56	E3.4	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
57	E3.5	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
58	E3.6	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
59	E3.7	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
60	E3.8	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
61	E3.9	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
62	E3.10	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
63	E3.11	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
64	E3.12	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
65	E3.13	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
66	E3.14	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
67	E3.15	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
68	E3.16	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
69	E3.17	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
70	E3.18	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
71	E3.19	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
72	E3.20	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
73	E3.21	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
74	E3.22	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
75	E3.23	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
76	E3.24	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
77	E3.25	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
78	E3.26	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
79	E3.27	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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81	E3.29	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
82	E3.30	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
83	E3.31	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
84	E3.32	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
85	E3.33	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
86	E3.34	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
87	E3.35	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
88	E3.36	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
89	E3.37	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
90	E3.38	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
91	E3.39	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
92	E3.40	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
93	E3.41	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
94	E3.42	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
95	E3.43	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
96	E3.44	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
97	E3.45	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
98	E3.46	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
99	E3.47	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
100	E3.48	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
101	E3.49	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
102	E3.50	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
103	E3.51	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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106	E3.54	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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108	E3.56	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
109	E3.57	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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112	E3.60	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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114	E3.62	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
115	E3.63	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
116	E3.64	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
117	E3.65	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
118	E3.66	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
119	E3.67	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
120	E3.68	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
121	E3.69	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
122	E3.70	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
123	E3.71	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
124	E3.72	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
125	E3.73	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
126	E3.74	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
127	E3.75	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
128	E3.76	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
129	E3.77	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
130	E3.78	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
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148	E3.96	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
149	E3.97	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
150	E3.98	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
151	E3.99	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS
152	E3.100	BIKE TRAIL 'A' (PHASE 1) LIGHTING PLANS

OWNER	PROJECT DESCRIPTION	TITLE	DATE
CITY OF CALEXICO	CALEXICO NEW RIVER PARKWAY PROJECT (CHPPP)	CALEXICO, CALIFORNIA	10/17/14
CITY OF CALEXICO	CALEXICO NEW RIVER PARKWAY PROJECT (CHPPP)	CALEXICO, CALIFORNIA	10/17/14
CITY OF CALEXICO	CALEXICO NEW RIVER PARKWAY PROJECT (CHPPP)	CALEXICO, CALIFORNIA	10/17/14