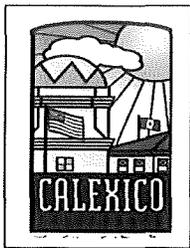


**AGENDA
ITEM
16**



AGENDA STAFF REPORT

DATE: June 5, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DK Dale D.D.*

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

SUBJECT: Award the Bid Proposal from Aggregate Products Inc. in the amount of \$5,136,634.26 and Authorize City Manager to Sign Construction Agreement for Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2019-400.

=====

Recommendation:

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

1. Award the Bid Proposal from Aggregate Products Inc. in the amount of \$5,136,634.26 and Authorize City Manager to Sign Construction Agreement for Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2019-400.

Background:

On May 9, 2019, the City of Calexico Public Works Department requested bids for the Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2019-400. The project consists of grinding of existing asphalt concrete pavement, installation of conventional asphalt concrete leveling course, asphalt-rubber aggregate membrane, gap graded asphalt-rubber hot mix, installation of conventional asphalt concrete surface course, slurry seal, remove and replace concrete curb and gutter, traffic striping, loop detectors, utility adjustments and traffic control on the following designated streets:

STREET	FROM	TO
Town Center Parkway	Cole Boulevard	Cul-de-Sac north
Franklee Boulevard	Town Center Parkway	Sunset Boulevard
Robinson Boulevard	Town Center Parkway	Scaroni Road
Sunset Boulevard	Cole Boulevard	Central Main Canal
Roosevelt Street	George Avenue	Harold Avenue

**AGENDA
ITEM
16**

Harlod Avenue
Heller Court
Calexico Street
Sunset Street
M. Knechel Avenue
Sam Ellis Street
G. Burt Avenue
F. Necochea Street
J.M. Ostrey Street
M.C. Garcia Avenue
C. Quiroz Street
M. B. Martinez Street
Bowser Avenue
De Las Flores Street
Lacy Avenue
West Palm Street
Canal Street
Eady Avenue
G. Anaya Avenue
C. Nogales Street
Paramo Avenue
O. Ybarra Avenue
T. Boman Street
Fifth Street
J. Stepling Avenue
Dr. Amalia Street
Camino del Rio
J.A. Rodney Avenue
Second Street
Rockwood Avenue
Torquoise Street
Rubi Court
Emerald Way
Topaz Court
Zircon Court
Diamond Way
Amethyst Way
Opal Court
Turquoise Street
Peridot Court
Agate Court
Feldspar Avenue
Yourman Road

Highway 98
Cul-de-Sac west
Linholm Avenue
D. Navarro Avenue
Sam Ellis Street
Rodeo Avenue
Sam Ellis Street
G. Burt Avenue
M. Knechel Avenue
J.M. Ostrey Street
Rodeo Avenue
Eady Avenue
M. B. Martinez Street
Eady Avenue
De Las Flore Street
Eady Avenue
Eady Avenue
M. B. Martinez Street
Second Street
G. Anaya Avenue
C. Nogales Street
C. Nogales Street
O. Ybarra Avenue
G. Anaya Avenue
Fifth Street
J.A. Rodney Avenue
Paseo de su Alteza
Dr. Amalia Street
Andrade Avenue
Highway 98
Cul-de-Sac
Cul-de-Sac
Torquoise Street
Cul-de-Sac
Turquoise Street
Turquoise Street
Turquoise Street
Cul-de-Sac
Amethyst Way
Turquoise Street
Cul-de-Sac
Turquoise Street
Jasper Road

McKinley Street
D. Navarro Avenue
Kloke Avenue
Kloke Avenue
J.M. Ostrey Street
V.V. Williams Avenue
F. Necochea Street
V.V. Williams Avenue
V.V. Williams Avenue
M. B. Martinez Street
V.V. Williams Avenue
V.V. Williams Avenue
De Las Flores Street
V.V. Williams Avenue
Canal Street
Lacy Avenue
V.V. Williams Avenue
Canal Street
Cul-de-Sac
Paramo Avenue
T. Boman Street
T. Boman Street
E. Rivera Avenue
E. Rivera Avenue
Dr. Amalia Street
J. Stepling Avenue
E. Rivera Avenue
Cul-de-Sac
E. Rivera Avenue
All American Canal
Diamond Way
Saphire Street
Saphire Street
Saphire Street
Cul-de-Sac
Saphire Street
Saphire Street
Saphire Street
Cul-de-Sac
Feldspar Avenue
Cul-de-Sac
Saphire Street
Saphire Street
All American Canal



Discussion & Analysis:

On May 28, 2019, the Office of the City Clerk received three (3) bids:

	Company	Total
1	Aggregate Products Inc.	\$5,136,634.26
2	Granite Construction Company	\$5,228,883.20
3	Hazard Construction Company	\$5,594,848.50

After carefully reviewing all bid documentation from Aggregate Products 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 Aggregate Products Inc.

Fiscal Impact:

Imperial County Local Transportation Authority (LTA) Sales	\$5,136,634.26
Tax Revenue Bond	
Total	<hr/> \$5,136,634.26

Coordinated With:

Public Works Department and Engineering Division.

Attachment(s):

1. Bid Tabulation Sheet.
2. Aggregate Products Inc. Bid Proposal.
3. Granite Construction Company Bid Proposal.
4. Hazard Construction Company Bid Proposal.
5. Aggregate Products Inc. Construction Agreement.
6. Street Improvement Vicinity Map.

CITY OF CALEXICO
STREET IMPROVEMENT PROJECT ASPHALT RUBBER COMPOSITE LAYER OVERLAY ON DESIGNATED STREETS
PROJECT NO. 2019-400
UNOFFICIAL BID RESULTS

Bid Opening: May 28, 2019

Time: 2:00p.m.

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

Item No.	Approximate Quantity	Unit	Description	Engineer's Estimate		Aggregate Products Inc.		Granite Construction		Hazard Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	65,652	SF	1 inch full width Cold Milling	0.45	29,543.40	0.49	31,906.87	0.42	27,573.84	0.50	32,826.00
2	624,030	SF	0.1' Cul de Sac Cold Mill	0.22	137,286.60	0.19	121,061.82	0.22	137,286.60	0.25	156,007.50
3	2,143,553	SF	¼" Min. leveling course including crack cleaning	0.50	1,071,776.50	0.48	1,031,048.99	0.56	1,200,389.68	0.50	1,071,776.50
4	237,924	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	5.25	1,249,101.00	4.40	1,046,865.60	3.83	911,248.92	4.50	1,070,658.00
5	169,391	SY	Type II Slurry with polymer and RTR rolling	2.60	440,416.60	2.41	408,232.31	2.45	415,007.95	2.50	423,477.50
6	1	LS	Crack seal	60,000.00	60,000.00	29,000.00	29,000.00	30,000.00	30,000.00	40,000.00	40,000.00
7	441	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	100.00	44,100.00	150.00	66,150.00	350.84	154,720.44	150.00	66,150.00
8	5,301	TON	1.5 Inch Asphalt Concrete Paving	100.00	530,100.00	93.00	492,993.00	125.62	665,911.62	100.00	530,100.00
9	7,183	SF	Concrete driveway approach	25.00	179,575.00	31.33	225,043.39	15.80	113,491.40	21.00	150,843.00
10	3,115	LF	R & R existing AC/Construct PCC concrete curb & gutter	55.00	171,325.00	112.36	350,001.40	95.00	295,925.00	90.00	280,350.00
11	9,833	SF	R & R existing AC/Construct PCC concrete sidewalk	20.00	196,660.00	24.85	244,350.05	14.25	140,120.25	15.00	147,495.00
12	5,589	SF	Concrete cross gutter w/apron	35.00	195,615.00	45.38	253,628.82	17.50	97,807.50	35.00	195,615.00
13	12	EA	R & R existing AC/Construct PCC concrete handicap ramp	5,250.00	63,000.00	6,482.00	77,784.00	3,000.00	36,000.00	5,500.00	66,000.00
14	51	EA	Double adjustment manholes	1,027.00	52,377.00	1,086.00	55,386.00	1,000.00	51,000.00	1,250.00	63,750.00
15	10	EA	Double adjustment monument	836.00	8,360.00	914.00	9,140.00	1,200.00	12,000.00	1,050.00	10,500.00
16	93	EA	Double adjustment valve	836.00	77,748.00	886.00	82,398.00	650.00	60,450.00	1,050.00	97,650.00
17	125	EA	Single adjustment manholes	575.00	71,875.00	610.00	76,250.00	950.00	118,750.00	750.00	93,750.00
18	26	EA	Single adjustment monuments	485.00	12,610.00	554.00	14,404.00	1,200.00	31,200.00	650.00	16,900.00
19	240	EA	Single adjustment water valves	485.00	116,400.00	526.00	126,240.00	625.00	150,000.00	600.00	144,000.00
20	2	EA	Relocate catch basin	7,500.00	15,000.00	17,800.00	35,600.00	8,000.00	16,000.00	12,500.00	25,000.00
21	1	EA	Installation of manhole	15,000.00	15,000.00	34,000.00	34,000.00	21,000.00	21,000.00	15,000.00	15,000.00
22	5	EA	Reinstall traffic loops	450.00	2,250.00	850.00	4,250.00	1,600.00	8,000.00	1,000.00	5,000.00
23	1	LS	Mobilization	150,000.00	150,000.00	112,300.00	112,300.00	80,000.00	80,000.00	600,000.00	600,000.00
24	1	LS	Traffic control	56,664.00	56,664.00	125,900.00	125,900.00	300,000.00	300,000.00	232,000.00	232,000.00
25	1	LS	Striping, markings, and markers	30,000.00	30,000.00	57,700.00	57,700.00	90,000.00	90,000.00	50,000.00	50,000.00
26	1	LS	Surveying	20,000.00	20,000.00	25,000.00	25,000.00	65,000.00	65,000.00	10,000.00	10,000.00
				<u>4,996,783.10</u>		<u>5,136,634.26</u>		<u>5,228,883.20</u>		<u>5,594,848.50</u>	

Hygiene

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.

Item No.	Approximate Quantity	Unit	Items	Unit Price	Total
1.	65,652	SF	1 inch full width Cold Milling	\$0.486	
2.	624,030	SF	0.1' Cul de Sac Cold Mill	\$0.194	
3.	2,143,553	SF	3/4" Min. leveling course including crack cleaning	\$0.481	
4.	237,924	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	\$4.40	
5.	169,391	SY	Type II Slurry with polymer and RTR rolling	\$2.41	
6.	1	LS	Crack seal	\$29,600.00	
7.	441	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	\$150.00	
8.	5,301	TON	1.5 Inch Asphalt Concrete Paving	\$93.00	
9.	7,183	SF	Concrete driveway approach	\$31.33	
10.	3,115	LF	R & R existing AC/Construct PCC concrete curb & gutter	\$112.36	
11.	9,833	SF	R & R existing AC/Construct PCC concrete sidewalk	\$24.85	
12.	5,589	SF	Concrete cross gutter w/apron	\$45.38	
13.	12	EA	R & R existing AC/Construct PCC concrete handicap ramp	\$6,482.00	
14.	51	EA	Double adjustment manholes	\$1,086.00	
15.	10	EA	Double adjustment monument	\$914.00	
16.	93	EA	Double adjustment valve	\$886.00	
17.	125	EA	Single adjustment manholes	\$610.00	

18.	26	EA	Single adjustment monuments	\$ 584. ⁰⁰	
19.	240	EA	Single adjustment water valves	\$ 526. ⁰⁰	
20.	2	EA	Relocate catch basin	\$ 17,800. ⁰⁰	
21.	1	EA	Installation of manhole	\$ 34,000. ⁰⁰	
22.	5	EA	Reinstall traffic loops	\$ 850. ⁰⁰	
23.	1	LS	Mobilization	\$ 112,300. ⁰⁰	
24.	1	LS	Traffic control	\$ 125,900. ⁰⁰	
25.	1	LS	Striping, markings, and markers	\$ 57,700. ⁰⁰	
26.	1	LS	Surveying	\$ 25,000. ⁰⁰	

Grand Total Bid \$ 5,136,634.²⁵

Grand Total Bid Price Written in words: Five Million One Hundred Thirty Six Thousand Six Hundred Thirty Four And Twenty Five 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: Aggregate Products Inc.
Address of firm: 9500 BEVERLY ROAD, PICO RIVERA, CA 90660
Telephone number: (323) 558-8000 Fax number: (323) 558-8055
Contractor's license number: 698013 Type: AC12
Signed: [Signature] Date: 5-24-19

END OF PROPOSAL/BID FORM

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.

Item No.	Approximate Quantity	Unit	Items	Unit Price	Total
1.	65,652	SF	1 inch full width Cold Milling	\$0.42	\$27,573.84
2.	624,030	SF	0.1' Cul de Sac Cold Mill	\$0.22	\$137,286.60
3.	2,143,553	SF	3/4" Min. leveling course including crack cleaning	\$.56	\$1,200,389.68
4.	237,924	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	\$3.83	\$911,248.92
5.	169,391	SY	Type II Slurry with polymer and RTR rolling	\$2.45	\$415,007.95
6.	1	LS	Crack seal	\$30,000.00	\$30,000.00
7.	441	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	\$350.84	\$154,720.44
8.	5,301	TON	1.5 Inch Asphalt Concrete Paving	\$125.62	\$665,911.62
9.	7,183	SF	Concrete driveway approach	\$15.80	\$113,491.90
10.	3,115	LF	R & R existing AC/Construct PCC concrete curb & gutter	\$95.00	\$295,925.00
11.	9,833	SF	R & R existing AC/Construct PCC concrete sidewalk	\$14.25	\$140,120.25
12.	5,589	SF	Concrete cross gutter w/apron	\$17.50	\$97,807.50
13.	12	EA	R & R existing AC/Construct PCC concrete handicap ramp	\$3,000.00	\$36,000.00
14.	51	EA	Double adjustment manholes	\$1,000.00	\$51,000.00
15.	10	EA	Double adjustment monument	\$1,200.00	\$12,000.00
16.	93	EA	Double adjustment valve	\$650.00	\$60,450.00
17.	125	EA	Single adjustment manholes	\$950.00	\$118,750.00

18.	26	EA	Single adjustment monuments	\$ 1200.00	\$ 31,200.00
19.	240	EA	Single adjustment water valves	\$ 625.00	\$ 150,000.00
20.	2	EA	Relocate catch basin	\$ 8,000.00	\$ 16,000.00
21.	1	EA	Installation of manhole	\$ 21,000.00	\$ 21,000.00
22.	5	EA	Reinstall traffic loops	\$ 1,600.00	\$ 8,000.00
23.	1	LS	Mobilization	\$ 80,000.00	\$ 80,000.00
24.	1	LS	Traffic control	\$ 300,000.00	\$ 300,000.00
25.	1	LS	Striping, markings, and markers	\$ 90,000.00	\$ 90,000.00
26.	1	LS	Surveying	\$ 65,000.00	\$ 65,000.00

Grand Total Bid: 5,228,883.20

Grand Total Bid Price Written in words: Five Million, two hundred twenty eight thousand, eight hundred eighty three dollars and Twenty 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 DIR No.: 1000000085
 Address of firm: 2095 Hwy 111, El Centro, CA 92243
 Telephone number: (760) 337-3030 Fax number: (760) 353-0437
 Contractor's license number: 89 Type: A,B
 Signed: Jeff J. Mercer Date: 05/28/2019
 Jeff J. Mercer, Regional Construction Estimator

END OF 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.

Item No.	Approximate Quantity	Unit	Items	Unit Price	Total
1.	65,652	SF	1 inch full width Cold Milling	.50	32,826. ⁰⁰
2.	624,030	SF	0.1' Cul de Sac Cold Mill	.25	156,007.50
3.	2,143,553	SF	¾" Min. leveling course including crack cleaning	.50	1,071,776. ⁵⁰
4.	237,924	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	4.50	1,070,658. ⁰⁰
5.	169,391	SY	Type II Slurry with polymer and RTR rolling	2.50	423,477.50
6.	1	LS	Crack seal	40,000. ⁰⁰	40,000. ⁰⁰
7.	441	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	150. ⁰⁰	66,150. ⁰⁰
8.	5,301	TON	1.5 Inch Asphalt Concrete Paving	100. ⁰⁰	530,100. ⁰⁰
9.	7,183	SF	Concrete driveway approach	21. ⁰⁰	150,843. ⁰⁰
10.	3,115	LF	R & R existing AC/Construct PCC concrete curb & gutter	90. ⁰⁰	280,350. ⁰⁰
11.	9,833	SF	R & R existing AC/Construct PCC concrete sidewalk	15. ⁰⁰	147,495. ⁰⁰
12.	5,589	SF	Concrete cross gutter w/apron	35. ⁰⁰	195,615. ⁰⁰
13.	12	EA	R & R existing AC/Construct PCC concrete handicap ramp	5,500. ⁰⁰	66,000. ⁰⁰
14.	51	EA	Double adjustment manholes	1,250. ⁰⁰	63,750. ⁰⁰
15.	10	EA	Double adjustment monument	1,050. ⁰⁰	10,500. ⁰⁰
16.	93	EA	Double adjustment valve	1,050. ⁰⁰	97,650. ⁰⁰
17.	125	EA	Single adjustment manholes	750. ⁰⁰	93,750. ⁰⁰

18.	26	EA	Single adjustment monuments	650 ⁰⁰	16,900 ⁰⁰
19.	240	EA	Single adjustment water valves	600 ⁰⁰	144,000 ⁰⁰
20.	2	EA	Relocate catch basin	12,500 ⁰⁰	25,000 ⁰⁰
21.	1	EA	Installation of manhole	15,000 ⁰⁰	15,000 ⁰⁰
22.	5	EA	Reinstall traffic loops	1,000 ⁰⁰	5,000 ⁰⁰
23.	1	LS	Mobilization	600,000 ⁰⁰	600,000 ⁰⁰
24.	1	LS	Traffic control	232,000 ⁰⁰	232,000 ⁰⁰
25.	1	LS	Striping, markings, and markers	50,000 ⁰⁰	50,000 ⁰⁰
26.	1	LS	Surveying	10,000 ⁰⁰	10,000 ⁰⁰

Grand Total Bid: \$ 5,594,848.50

Grand Total Bid Price Written In words: Five million five hundred ninety-four thousand eight hundred forty eight dollars and fifty 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: HAZARD CONSTRUCTION COMPANY
Address of firm: 6445 Main Industry Drive San Diego, Ca. 92121
Telephone number: 619.581.3600 Fax number: 619.453.6034
Contractor's license number: 750542 Type: A/C31
Signed: JASON A. MORDHORST, PRESIDENT Date: 5/15/19

END OF PROPOSAL/BID FORM

**CONSTRUCTION AGREEMENT
CITY OF CALEXICO, CALIFORNIA**

THIS AGREEMENT is made this 5th day of June, 2019, by and between the City of Calexico, a Municipal Corporation of the State of California ("City") and Aggregate Products 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 Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2019-400 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 Street Improvement Project 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 2019. 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 "Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2019-400", 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 \$1,000,000.00 per occurrence, subject to an annual aggregate of \$2,000,000.00 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 \$1,000,000.00 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 \$1,000,000.00 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, indemnity, protect and hold harmless shall not include any claims or liabilities arising from the soles negligence or sole willful misconduct of the CITY, its agent, officers or employees. This section in no way alters, affects or modifies any of CONTRACTOR's other obligations and duties herein.

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

CONTRACTOR:

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

Aggregate Products Inc.
9500 Beverly Road
Pico Rivera, CA 90660

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
Deputy City Clerk of the City of Calexico

DAVID DALE
City Manager of the City of Calexico

CONTRACTOR

By: _____
Signature

Date

Printed Name and Title

Licensed in accordance with an act
Providing for the registration of contractors,
License No. _____

APPROVED AS TO FORM AND EXECUTION

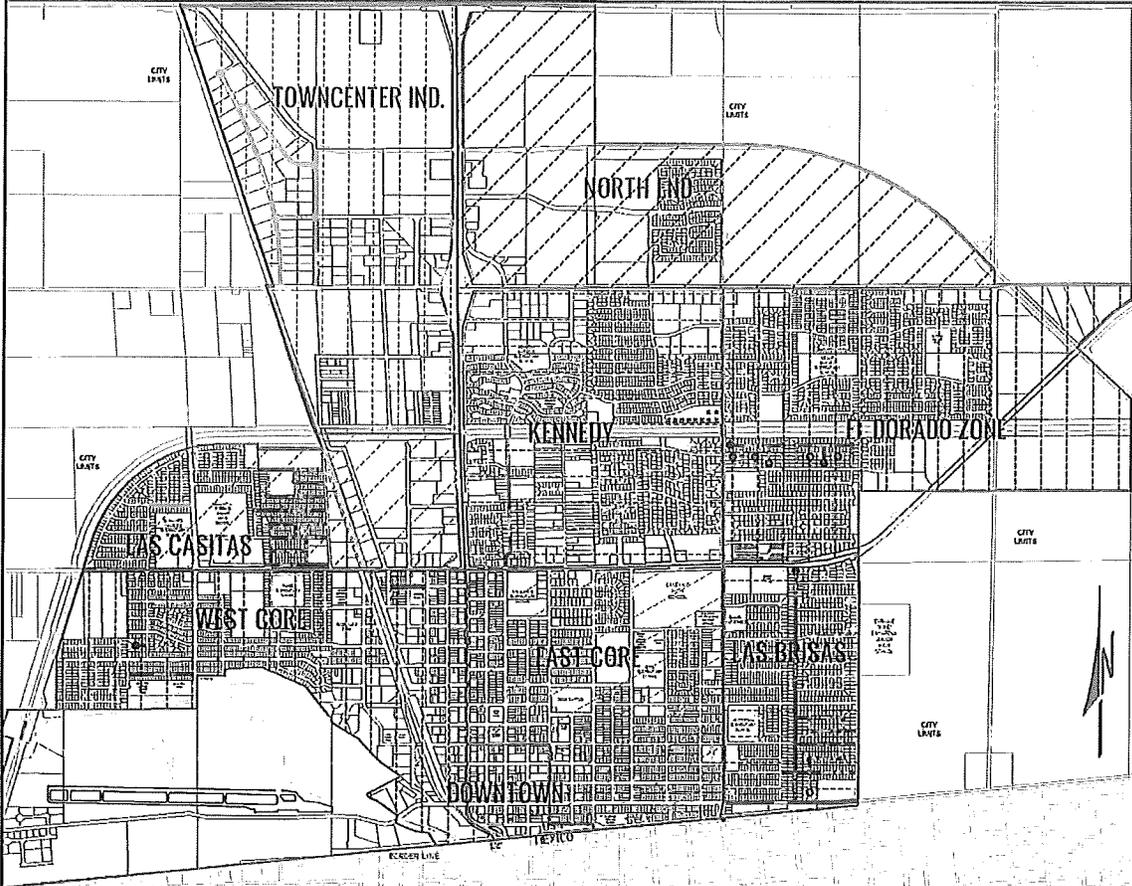
CARLOS CAMPOS
City Attorney

Date

**END OF CONSTRUCTION AGREEMENT
FAITHFUL PERFORMANCE BOND**

STREET IMPROVEMENT PROJECT ASPHALT RUBBER COMPOSITE LAYER OVERLAY ON DESIGNATED STREETS PROJECT NO. 2019-400

CITY OF CALEXICO, CA



VICINITY MAP
SCALE=NTS

INDEX

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- SYSTEM 1
- SYSTEM 2
- SYSTEM 3 WITH CONVENTIONAL ASPHALT
- CONVENTIONAL ASPHALT CONCRETE

NO WORK SHALL BE DONE ON THIS SITE UNTIL ROAD AGENCY IS ADVISED OF INTENTION TO DRIVE OR EXCAVATE.

Underground Service Alert

Call: TOLL FREE
811

THE MORNING BEFORE YOU DIG

UNAUTHORIZED CHANGES AND USES : Design Engineer will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

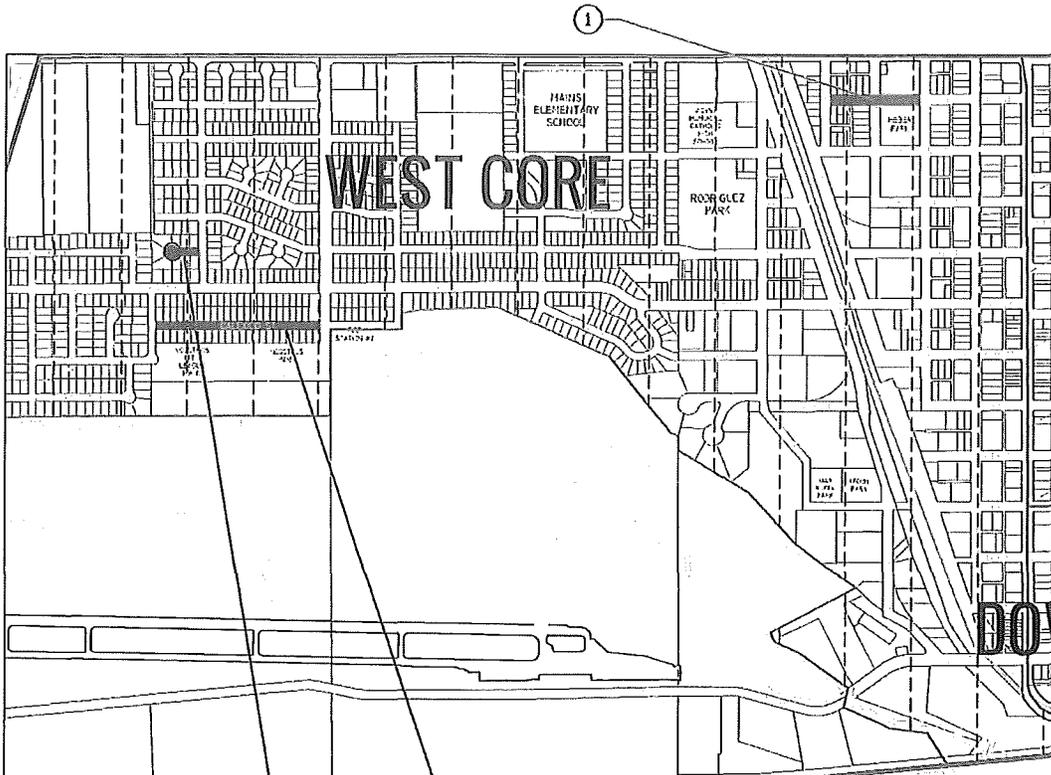


REVISION *	SIZE B	APPROVED BY <i>David Dale</i> DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 05/07/19		DRAWN BY IVANN DATE 03/31/2019	PROJECT DESCRIPTION: ST. IMPROVEMENT OVERLAY 2019	SHEET TITLE: FRONT PAGE CITY MAP	SHEET: 01 of 92
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21-MAN-A-RECREATION OVERLAY FOR BIRAZZO OVERLAY - SECTOR PLAN.DWG

WEST CORE ZONE

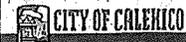
CITY OF CALEXICO, CA



SCALE=NTS

NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
WEST CORE	1	ROOSEVELT ST	GEORGE AVE.	HAROLD AVE.	2	4
	3	HELLER CT	CUL DE SAC	DAVID NAVARRO AVE.	2	5
	4	CALEXICO ST.	LINHOLM AVE.	KLOKE AVE.	2	6-7



REVISION
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SIZE
B

APPROVED BY
David Dale
DAVID B. DALE RCE 63588
PUBLIC WORKS DIRECTOR/CITY ENGINEER



DRAWN BY
IVANN
DATE
03/31/2019

PROJECT DESCRIPTION:
ST IMPROVEMENT
OVERLAY 2019

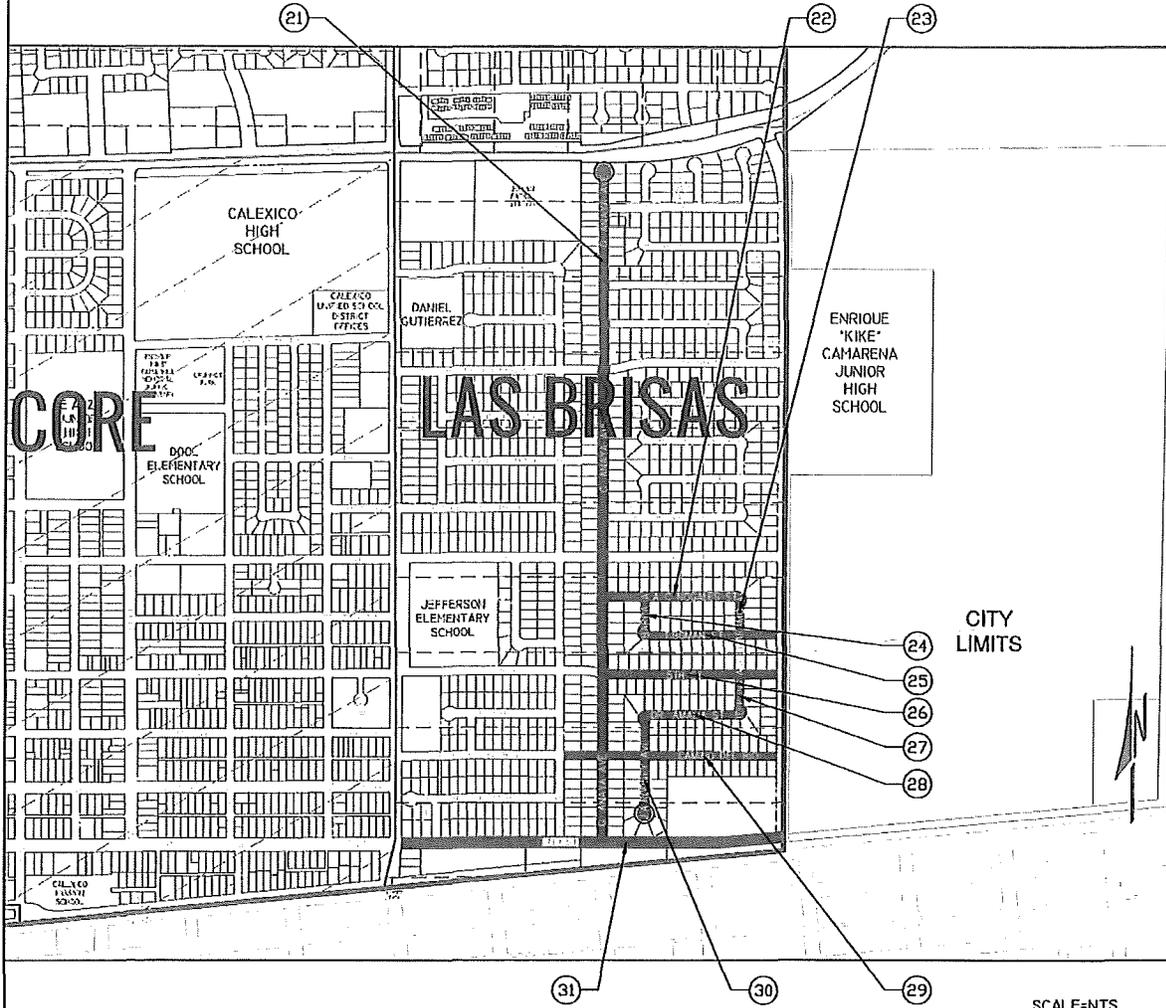
SHEET TITLE:
WEST CORE ZONE

SHEET:
03 of 92

Z:\IVANN A. SECRET\2019 OVERLAY\FOR BID\2019 OVERLAY - SECTOR MAP.DWG

LAS BRISAS ZONE

CITY OF CALEXICO, CA



NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
LAS BRISAS ZONE	21	G. ANAYA AVE.	CUL DE SAC	2ND ST.	2	27-30
	22	C. NOGALES ST.	G. ANAYA AVE.	PARAMO AVE.	2	31
	23	PARAMO AVE.	C. NOGALES ST.	T BOMAN ST.	2	32
	24	O. YBARRA AVE.	C. NOGALES ST.	T BOMAN ST.	2	33
	25	T BOMAN ST.	O. YBARRA AVE.	E. RIVERA AVE.	2	34
	26	5TH ST.	G. ANAYA AVE.	E. RIVERA AVE.	2	35-36
	27	J. STEPLING AVE.	5TH ST.	DR. AMALIA ST.	2	37
	28	DR. AMALIA ST.	J.A. RODNEY AVE.	J. STEPLING AVE.	2	38
	29	CAMINO DEL RIO	PASEO DE SU ALTEZA	E. RIVERA AVE.	2	39-40
	30	J.A. RODNEY AVE.	DR. AMALIA ST.	CUL DE SAC	2	41
	31	2ND ST.	ANDRADE AVE.	E. RIVERA AVE.	2	42-43

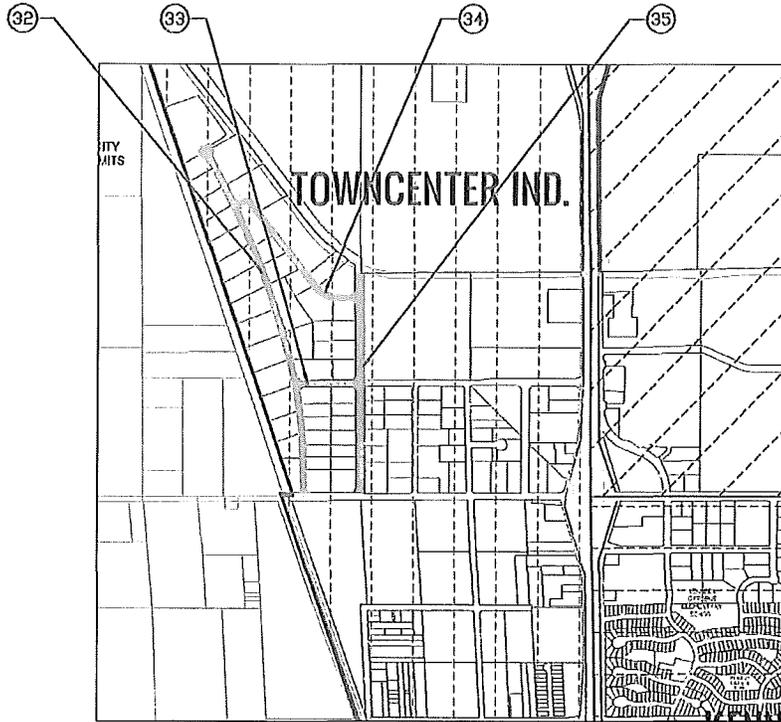


REVISION *	SIZE B	APPROVED BY <i>David Dale</i> DAVID B. DALE RCE 6358B PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 05/07/19	DRAWN BY IVANN DATE 03/31/2019	PROJECT DESCRIPTION: ST IMPROVEMENT OVERLAY 2019	SHEET TITLE: LAS BRISAS ZONE	SHEET: 26 of 92
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TOWNCENTER INDUSTRIAL ZONE

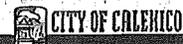
CITY OF CALEXICO, CA



SCALE=NTS

NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
TOWNCENTER INDUST.	32	TOWNCENTER PARKWAY	CUL DE SAC	COLE BLVD.	3 WITH CONVENTIONAL ASPHALT	45-46
	33	ROBINSON AVE.	TOWNCENTER PARKWAY	SUNSET BLVD.	3 WITH CONV. ASPH.	47
	34	FRANKLEE BLVD.	TOWNCENTER PARKWAY	SUNSET BLVD.	3 WITH CONV. ASPH.	48-49
	35	SUNSET BLVD.	DEAD END	COLE BLVD.	3 WITH CONV. ASPH.	50-52



REVISION
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SIZE
B

APPROVED BY
David Dale
DATE
05/07/19
DAVID B. DALE RCE 63588
PUBLIC WORKS DIRECTOR/CITY ENGINEER



DRAWN BY
IVANN
DATE
03/31/2019

PROJECT DESCRIPTION:
ST IMPROVEMENT
OVERLAY 2019

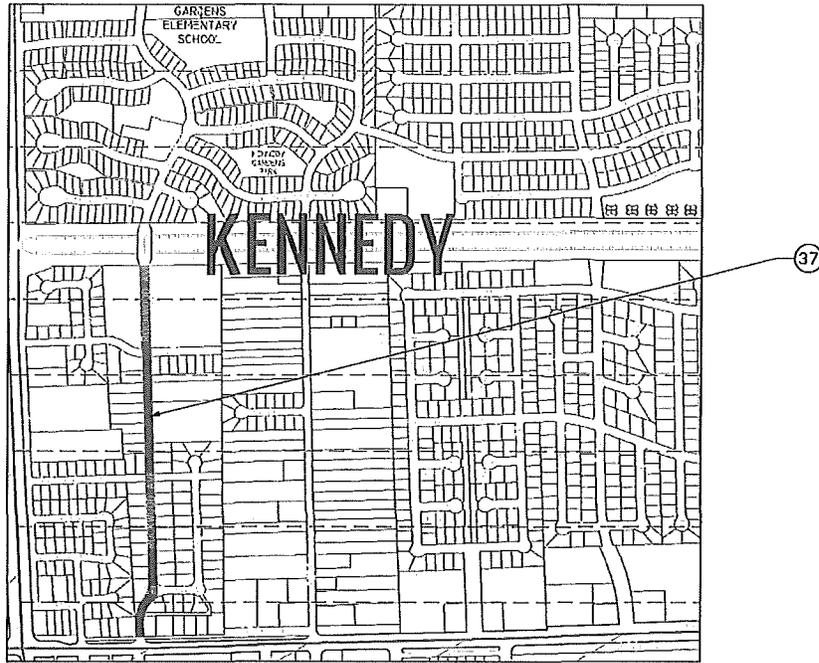
SHEET TITLE:
TOWNCENTER
INDUSTRIAL ZONE

SHEET:
44 of 92

Z:\IVAN A. NEGRET\2019 OVERLAY\FOR BID\2019 OVERLAY - SECTOR MAP.DWG

KENNEDY ZONE

CITY OF CALEXICO, CA



SCALE=NTS

NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
KENNEDY	37	ROCKWOOD AVE.	ALL AMERICAN CANAL	STATE HWY 98	2	54-55

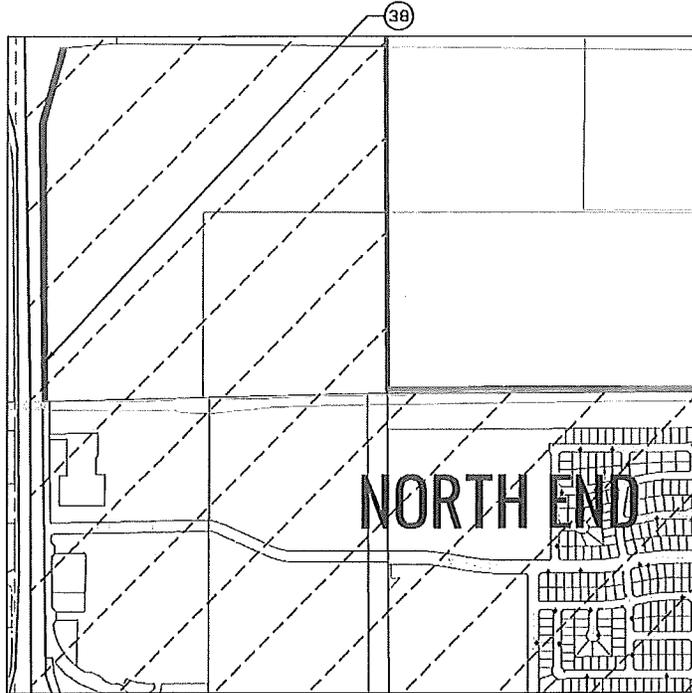


REVISION *	SIZE B	APPROVED BY <i>David Dale</i> DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 05/07/19		DRAWN BY IVANN DATE 03/31/2019	PROJECT DESCRIPTION: ST IMPROVEMENT OVERLAY 2019	SHEET TITLE: KENNEDY ZONE	SHEET: 53 OF 92
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Z:\NAVY A. MERRITT\2019 OVERLAY\FOR BID\2019 OVERLAY - SECTOR MAP.DWG

NORTH END ZONE

CITY OF CALEXICO, CA



SCALE=NTS

NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
NORTH END	38	YOURMAN RD.	JASPER ROAD	PORTICO CT. (LEVEL)	2	57-59

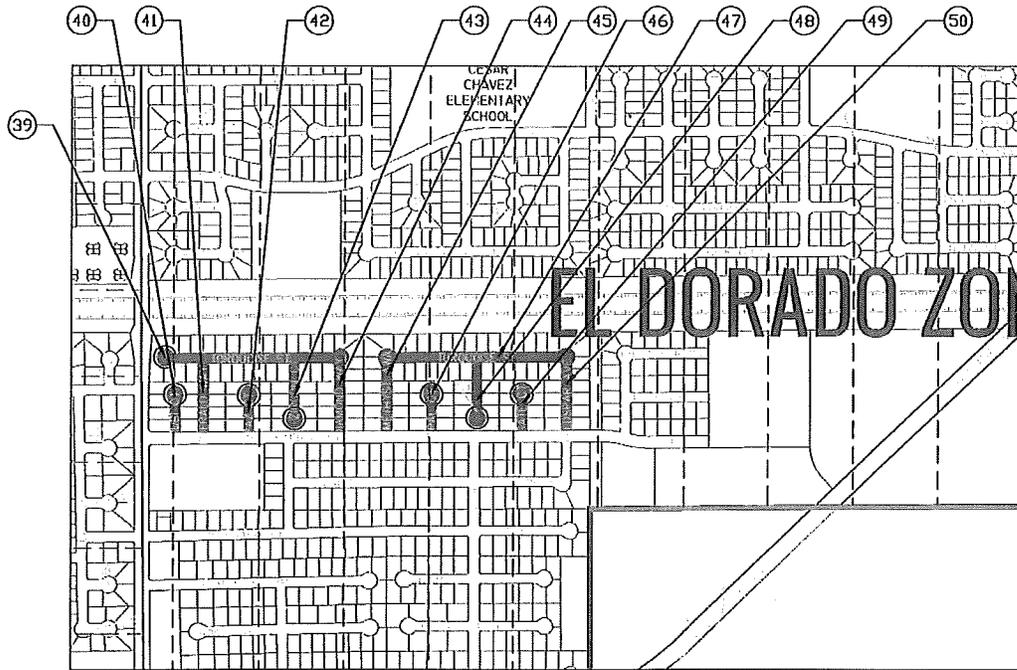


REVISION *	SIZE B	APPROVED BY <i>David Dale</i> DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 05/07/19		DRAWN BY IVANN DATE 03/31/2019	PROJECT DESCRIPTION: ST IMPROVEMENT OVERLAY 2019	SHEET TITLE: NORTH END ZONE	SHEET: 56 of 92
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EL DORADO ZONE

CITY OF CALEXICO, CA



SCALE=NTS

NOTES

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
EL DORADO ZONE	39	TORQUOISE ST.	CUL DE SAC	DIAMOND WAY	2	61-62
	40	RUBI CT.	CUL DE SAC	SAPHIRE ST.	2	63
	41	EMERALD WAY	TORQUOISE ST.	SAPHIRE ST.	2	64
	42	TOPAZ CT.	CUL DE SAC	SAPHIRE ST.	2	65
	43	ZIRCON CT.	TORQUOISE ST.	CUL DE SAC	2	66
	44	DIAMOND WAY	TORQUOISE ST.	SAPHIRE ST.	2	67
	45	AMETHYST WAY	TORQUOISE ST.	SAPHIRE ST.	2	68
	46	OPAL CT.	CUL DE SAC	SAPHIRE ST.	2	69
	47	TORQUOISE ST.	AMETHYST WAY	FELDSPAR AVE.	2	70-71
	48	PERIDOT CT.	TORQUOISE ST.	CUL DE SAC	2	72
	49	AGATE CT.	CUL DE SAC	SAPHIRE ST.	2	73
	50	FELDSPAR AVE.	TORQUOISE ST.	SAPHIRE ST.	2	74



REVISION *	SIZE B	APPROVED BY <i>David Dale</i> DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 05/07/19		DRAWN BY IVANN DATE 03/31/2019	PROJECT DESCRIPTION: ST IMPROVEMENT OVERLAY 2019	SHEET TITLE: EL DORADO ZONE	SHEET: 60 of 92
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ZAVIAN A. NEBERT/2019 OVERLAY FOR BID/2019 OVERLAY - SECTOR MAP.SWG