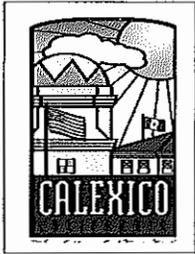


**AGENDA  
ITEM**

**9**



# AGENDA STAFF REPORT

**DATE:** September 2, 2020

**TO:** Mayor and City Council

**APPROVED BY:** Miguel Figueroa, City Manager *[Signature]*

**PREPARED BY:** Lilliana Falomir, Public Works Manager – Administrative *[Signature]*

**SUBJECT:** Award the Bid Proposal from Hazard Construction Company in the amount of \$4,629,943.20 and Authorize City Manager to Sign Construction Agreement for Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2020-500.

=====

**Recommendation:**

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

1. Award the Bid Proposal from Hazard Construction Company in the amount of \$4,629,943.20 and Authorize City Manager to Sign Construction Agreement for Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2020-500.

**Background:**

On June 26, 2020, the City of Calexico Public Works Department requested bids for the Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2020-500. 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, utility adjustments and traffic control on the following designated streets:

STREET	FROM	TO
Palm Drive	Imperial Avenue East	Cul-de-Sac
Paulin Avenue	Highway 98	Las Flores Drive
Las Flores Drive	Imperial Avenue East	Imperial Avenue East
Avendia de Oro	Highway 98	Calle De Oro
Calle de Oro West	Calle de Oro East	Harrington Street



Calle de Oro East	Calle de Oro West	Harrington Street
Armendariz Court	Calle de Oro West	Cul-de-Sac
Dunbar Court	Calle de Oro West	Cul-de-Sac
Gonzalez Court	Calle de Oro West	Cul-de-Sac
Harlan Court	Calle de Oro West	Cul-de-Sac
Hosea Court	Calle de Oro East	Cul-de-Sac
Kemp Court	Calle de Oro East	Cul-de-Sac
Sobke Court	Calle de Oro East	Cul-de-Sac
Ward Court	Calle de Oro East	Cul-de-Sac
Harrington Street	Calle de Oro West	Calle de Oro East
Holdridge Street	Calle de Oro West	Calle de Oro East
L. Porter Court	McMillin Street	Cul-de-Sac
J.P. Villa Court	Sereno Drive	Cul-de-Sac
A. Monge Court	Sereno Drive	Cul-de-Sac
Sereno Drive	Anaya Avenue	E. Rivera Avenue
McMillin Street	L. Porter Court	E. Rivera Avenue
I. Romero Court	McMillin Street	A. Cota Street
A. Cota Street	Anaya Avenue	I. Romero Court
D. Patino Street	Anaya Avenue	LM Legaspi Avenue
LM Legaspi Avenue	D. Patino Street	Paseo Camino Real
Paseo Camino Real	Paseo de su Alteza	E. Rivera Avenue
D. Hinojosa	Anaya Avenue	E. Rivera Avenue
A. Cordero Avenue	D. Hinojosa	P. Montejano Street
P. Montejano Street	A. Cordero Avenue	H. Ramos Avenue
H. Ramos Avenue	P. Montejano Street	P. Rashid Street
A. Aceves Street	Doctor Ajalat Avenue	E. Rivera Avenue
Doctor Ajalat Avenue	A. Aceves Street	P. Rashid Street
P. Rashid Street	Anaya Avenue	H. Ramos Avenue
Seventh Street	Paseo de su Alteza	E. Rivera Avenue
Santa Fe Drive	Andrade Avenue	Paseo de su Alteza
J.R. Villa Court	Paseo de su Alteza	Cul-de-Sac
Paseo de su Alteza	Santa Fe Drive	Paseo Camino Real
West Fifth Street	Pierce Avenue	Cesar Chavez Boulevard
Pierce Avenue	Sheridan Street	Seventh Street
Lincoln Street	D. Navarro Avenue	Cesar Chavez Boulevard
Emilia Drive	Eady Avenue	Grant Street
Sherman Street	Cul-de-Sac	Emilia Drive
Eady Avenue	Highway 98	Emilia Drive
Lee Avenue	Highway 98	Lincoln Street
Lacy Avenue	Highway 98	McKinley Street
McKinley Street	Cul-de-Sac	Lacy Avenue
Calexico Street	Kloke Avenue	Adler Street
Nosotros Street	Cul-de-Sac	Adler Street
Salvador Guilin Street	Cul-de-Sac	Adler Street

Matilde Gomez Court	Lincoln Street	Cul-de-Sac
Contreras Court	Lincoln Street	Cul-de-Sac
Tina Padilla Court	Lincoln Street	Cul-de-Sac
Brandenburg Court	Lincoln Street	Cul-de-Sac
D. Navarro Avenue	Grant Street	Highway 98
W.L. Moreno Street	Cul-de-Sac	Kloke Avenue
Mercado Street	W.L. Moreno Street	Cul-de-Sac
H. Fritsch Street	W.L. Moreno Street	Cul-de-Sac
Luna Court	W.L. Moreno Street	Cul-de-Sac

**Discussion & Analysis:**

On July 21, 2020, the Office of the City Clerk received three (3) bids:

	Company	Total
1	Hazard Construction Company	\$4,629,943.20
2	Aggregate Products, Inc.	\$4,799,948.11
3	Pyramid Construction and Aggregate	\$5,151,268.34

After carefully reviewing all bid documentation from Hazard Construction Company, 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 Hazard Construction Company.

**Fiscal Impact:**

Capital Improvement Program Budgeted Item for FY 2020-2021	
Imperial County Local Transportation Authority (LTA) Sales Tax Revenue Bond	\$4,629,943.20
Total	<hr/> \$4,629,943.20

**Coordinated With:**

Public Works Department and Engineering Division.

**Attachment(s):**

1. Bid Tabulation Sheet.
2. Hazard Construction Company Bid Proposal.
3. Aggregate Products Inc. Bid Proposal.
4. Pyramid Construction and Aggregate Bid Proposal.
5. Hazard Construction Company Agreement.
6. Street Improvement Vicinity Map.
7. Imperial Valley Press Affidavit of Publication.

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

**Bid:** Street Improvement Project Asphalt Rubber Composite Layer Overlay on Designated Streets Project No. 2020-500  
**Dept.:** Public Works  
**Date:** July 21, 2020  
**Time:** 2:00p.m.  
**Location:** Council Chambers, City Hall, 608 Heber Avenue, Calexico, CA

VENDOR	TOTAL
Hazard Construction Company	\$ 4,629,943 <sup>20</sup>
Aggregate Products, Inc	\$ 4,799,948 <sup>11</sup>
Pyramid Construction + Aggregate	\$ 5,151,268 <sup>34</sup>

  
 Gabriela Garcia, City Clerk

7/21/2020  
 Date

**CITY OF CALEXICO**  
**STREET IMPROVEMENT PROJECT ASPHALT RUBBER COMPOSITE LAYER OVERLAY ON DESIGNATED STREETS**  
**PROJECT NO. 2020-500**  
**UNOFFICIAL BID RESULTS**

Bid Opening: July 21, 2020

Time: 2:00p.m.

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

Item No.	Approximate Quantity	Unit	Description	Engineer's Estimate		Hazard Construction		Aggregate Products Inc.		Pyramid Construction and Aggregate Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	360,148	SF	1 inch full width Cold Milling	0.45	162,066.60	0.25	90,037.00	0.26	93,638.48	0.30	108,044.40
2	41,874	SF	0.1' Cul de Sac Cold Mill	0.22	9,212.28	0.75	31,405.50	0.32	13,399.68	0.40	16,749.60
3	1,835,261	SF	¾" Min. leveling course including crack cleaning	0.50	917,630.50	0.60	1,101,156.60	0.55	1,009,393.55	0.72	1,321,387.92
4	203,132	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	5.25	1,066,443.00	4.60	934,407.20	4.20	853,154.40	4.20	853,154.40
5	208,786	SY	Type II Slurry with polymer and RTR rolling	2.60	542,843.60	1.65	344,496.90	2.00	417,572.00	2.52	526,140.72
6	0	LS	Crack seal	-	-	1.00	-	-	-	183,000.00	183,000.00
7	516	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	100.00	51,600.00	185.00	95,460.00	217.00	111,972.00	269.00	138,804.00
8	986	TON	1.5 inch Asphalt Concrete Paving	100.00	98,600.00	125.00	123,250.00	119.00	117,334.00	301.00	296,786.00
9	4,242	SF	Concrete driveway approach	25.00	106,050.00	20.00	84,840.00	36.00	152,712.00	21.00	89,082.00
10	3,761	LF	R & R existing AC/Construct PCC concrete curb & gutter	55.00	206,855.00	90.00	338,490.00	126.00	473,886.00	91.00	342,251.00
11	9,681	SF	R & R existing AC/Construct PCC concrete sidewalk	20.00	193,620.00	15.00	145,215.00	26.00	251,706.00	14.50	140,374.50
12	5,049	SF	Concrete cross gutter w/apron	35.00	176,715.00	35.00	176,715.00	52.00	262,548.00	30.20	152,479.80
13	24	EA	R & R existing AC/Construct PCC concrete handicap ramp	5,250.00	126,000.00	6,500.00	156,000.00	6,514.00	156,336.00	6,842.00	164,208.00
14	40	EA	Double adjustment manholes	1,027.00	41,080.00	1,000.00	40,000.00	1,157.00	46,280.00	1,200.00	48,000.00
15	14	EA	Double adjustment monument	836.00	11,704.00	930.00	13,020.00	1,054.00	14,756.00	1,200.00	16,800.00
16	52	EA	Double adjustment valve	836.00	43,472.00	920.00	47,840.00	1,015.00	52,780.00	1,000.00	52,000.00
17	118	EA	Single adjustment manholes	575.00	67,850.00	500.00	59,000.00	700.00	82,600.00	1,000.00	118,000.00
18	37	EA	Single adjustment monuments	485.00	17,945.00	480.00	17,760.00	670.00	24,790.00	1,000.00	37,000.00
19	215	EA	Single adjustment water valves	485.00	104,275.00	490.00	105,350.00	630.00	135,450.00	800.00	172,000.00
20	1	EA	Relocate catch basin	7,500.00	7,500.00	15,000.00	15,000.00	22,000.00	22,000.00	8,000.00	8,000.00
21	4	EA	Installation of manhole	15,000.00	60,000.00	25,000.00	100,000.00	22,800.00	91,200.00	10,000.00	40,000.00
22	8	EA	Reinstall traffic loops	450.00	3,600.00	1,000.00	8,000.00	900.00	7,200.00	1,000.00	8,000.00
23	1	LS	Mobilization	120,444.67	120,444.67	407,500.00	407,500.00	186,300.00	186,300.00	54,006.00	54,006.00
24	1	LS	Traffic control	48,177.87	48,177.87	145,000.00	145,000.00	165,440.00	165,440.00	200,000.00	200,000.00
25	1	LS	Striping, markings, and markers	30,000.00	30,000.00	20,000.00	20,000.00	36,800.00	36,800.00	37,500.00	37,500.00
26	150	SY	12" Subgrade Preparation & Compaction	150.43	22,564.50	100.00	15,000.00	28.00	4,200.00	50.00	7,500.00
27	1	LS	Surveying	20,000.00	20,000.00	15,000.00	15,000.00	16,500.00	16,500.00	20,000.00	20,000.00
				<u>4,256,249.02</u>		<u>4,629,943.20</u>		<u>4,799,948.11</u>		<u>5,151,268.34</u>	

**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.	360,148	SF	1 inch full width Cold Milling	0.25	90,037.
2.	41,874	SF	0.1' Cul de Sac Cold Mill	0.75	31,405.50
3.	1,835,261	SF	3/4" Min. leveling course including crack cleaning	0.60	1,101,156.60
4.	203,132	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	4.60	934,407.20
5.	208,786	SY	Type II Slurry with polymer and RTR rolling	1.65	344,496.90
6.	0	LS	Crack seal	1.	0.00
7.	516	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	185.	95,460.
8.	986	TON	1.5 Inch Asphalt Concrete Paving	125.	123,250.
9.	4,242	SF	Concrete driveway approach	20.	84,840.
10.	3,761	LF	R & R existing AC/Construct PCC concrete curb & gutter	90.	338,490.
11.	9,681	SF	R & R existing AC/Construct PCC concrete sidewalk	15.	145,215.
12.	5,049	SF	Concrete cross gutter w/apron	35.	176,715.
13.	24	EA	R & R existing AC/Construct PCC concrete handicap ramp	6,500.	156,000.
14.	40	EA	Double adjustment manholes	1,000.	40,000.
15.	14	EA	Double adjustment monument	930.	13,020.
16.	52	EA	Double adjustment valve	920.	47,840.

17.	118	EA	Single adjustment manholes	500.	59,000.
18.	37	EA	Single adjustment monuments	480.	17,760.
19.	215	EA	Single adjustment water valves	490.	105,350.
20.	1	EA	Relocate catch basin	15,000.	15,000.
21.	4	EA	Installation of manhole	25,000.	100,000.
22.	8	EA	Reinstall traffic loops	1,000.	8,000.
23.	1	LS	Mobilization	407,500.	407,500.
24.	1	LS	Traffic control	145,000.	145,000.
25.	1	LS	Striping, markings, and markers	20,000.	20,000.
26.	150	SY	12" Subgrade Preparation & Compaction	100.	15,000.
27.	1	LS	Surveying	15,000. 10,000.	15,000. 10,000.

JAM

Grand Total Bid: 4,029,943.<sup>20</sup>

Grand Total Bid Price Written in words: FOUR MILLION, SIX HUNDRED TWENTY NINE THOUSAND, NINE HUNDRED FORTY THREE DOLLAR, 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: HAZARD CONSTRUCTION COMPANY  
 Address of firm: 10529 Vine Street Lakeside, CA 92057  
 Telephone number: (951) 587-3600 Fax number: (951) 453-6034  
 Contractor's license number: 750542 Type: A/C31  
 Signed: \_\_\_\_\_ Date: 7/20/2020

JASON A. MONTGOMERY, PRESIDENT

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.	360,148	SF	1 inch full width Cold Milling	\$ 0.26	\$93,638. <sup>98</sup>
2.	41,874	SF	0.1' Cul de Sac Cold Mill	\$ 0.32	13,399. <sup>68</sup>
3.	1,835,261	SF	¾" Min. leveling course including crack cleaning	\$ 0.55	\$1,009,393. <sup>55</sup> <del>1,009,56</del>
4.	203,132	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	\$ 4.20	853,154. <sup>40</sup>
5.	208,786	SY	Type II Slurry with polymer and RTR rolling	\$ 2.00	\$417,572. <sup>00</sup>
6.	0	LS	Crack seal	0-	0-
7.	516	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	\$ 217. <sup>00</sup>	\$111,972. <sup>00</sup>
8.	986	TON	1.5 Inch Asphalt Concrete Paving	\$ 119. <sup>00</sup>	\$ 117,334. <sup>00</sup>
9.	4,242	SF	Concrete driveway approach	\$ 36. <sup>00</sup>	\$ 152,712. <sup>00</sup>
10.	3,761	LF	R & R existing AC/Construct PCC concrete curb & gutter	\$ 126. <sup>00</sup>	\$ 473,886. <sup>00</sup>
11.	9,681	SF	R & R existing AC/Construct PCC concrete sidewalk	\$ 26. <sup>00</sup>	\$ 251,706. <sup>00</sup>
12.	5,049	SF	Concrete cross gutter w/apron	\$ 52. <sup>00</sup>	\$ 262,548. <sup>00</sup>
13.	24	EA	R & R existing AC/Construct PCC concrete handicap ramp	\$ 6,514. <sup>00</sup>	\$ 156,336. <sup>00</sup>
14.	40	EA	Double adjustment manholes	\$ 1,157. <sup>00</sup>	\$ 46,280. <sup>00</sup>
15.	14	EA	Double adjustment monument	\$ 1,054. <sup>00</sup>	\$ 14,756. <sup>00</sup>
16.	52	EA	Double adjustment valve	\$ 1,015. <sup>00</sup>	\$ 52,780. <sup>00</sup>

17.	118	EA	Single adjustment manholes	# 700. <sup>00</sup>	\$82,600. <sup>00</sup>
18.	37	EA	Single adjustment monuments	\$ 670. <sup>00</sup>	\$24,790. <sup>00</sup>
19.	215	EA	Single adjustment water valves	\$ 630. <sup>00</sup>	\$ 135,450. <sup>00</sup>
20.	1	EA	Relocate catch basin	\$ 22,000. <sup>00</sup>	\$ 22,000. <sup>00</sup>
21.	4	EA	Installation of manhole	\$ 22,800. <sup>00</sup>	\$ 91,200. <sup>00</sup>
22.	8	EA	Reinstall traffic loops	\$ 900. <sup>00</sup>	\$ 7,200. <sup>00</sup>
23.	1	LS	Mobilization	\$ 186,300. <sup>00</sup>	\$ 186,300. <sup>00</sup>
24.	1	LS	Traffic control	\$ 165,440. <sup>00</sup>	\$ 165,440. <sup>00</sup>
25.	1	LS	Striping, markings, and markers	\$ 36,800. <sup>00</sup>	\$ 36,800. <sup>00</sup>
26.	150	SY	12" Subgrade Preparation & Compaction	\$ 28. <sup>00</sup>	\$ 4,200. <sup>00</sup>
27.	1	LS	Surveying	\$ 16,500. <sup>00</sup>	\$ 16,500. <sup>00</sup>

Grand Total Bid: 4,799,948.11

Grand Total Bid Price Written in words: FOUR MILLION SEVEN HUNDRED NINETY NINE THOUSAND THIRTY NINE HUNDRED FORTY EIGHT AND ELEVEN CENTS

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

None \_\_\_\_\_; No. 1 X ; 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: A C12  
Signed: [Signature] Date: July 20, 2020

**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.	360,148	SF	1 inch full width Cold Milling	.30	108,044.40
2.	41,874	SF	0.1' Cul de Sac Cold Mill	.40	16,749.60
3.	1,835,261	SF	¾" Min. leveling course including crack cleaning	.72	1,321,387.92
4.	203,132	SY	Asphalt-Rubber Aggregate Membrane (ARAM)	4.20	853,154.40
5.	208,786	SY	Type II Slurry with polymer and RTR rolling	2.52	526,140.72
6.	0	LS	Crack seal	183,000	183,000.00
7.	516	TON	1.5" Asphalt-Rubber Hot Mix Gap Graded (ARHM-GG)	269.00	138,804.00
8.	986	TON	1.5 Inch Asphalt Concrete Paving	301.00	296,786.00
9.	4,242	SF	Concrete driveway approach	21.00	89,082.00
10.	3,761	LF	R & R existing AC/Construct PCC concrete curb & gutter	91.00	342,251.00
11.	9,681	SF	R & R existing AC/Construct PCC concrete sidewalk	14.50	140,374.50
12.	5,049	SF	Concrete cross gutter w/apron	30.20	152,479.80
13.	24	EA	R & R existing AC/Construct PCC concrete handicap ramp	6842.00	164,208.00
14.	40	EA	Double adjustment manholes	1,200	48,000.00
15.	14	EA	Double adjustment monument	1,200	16,800.00
16.	52	EA	Double adjustment valve	1,000	52,000.00

17.	118	EA	Single adjustment manholes	1,000	118,000.00
18.	37	EA	Single adjustment monuments	1,000	37,000.00
19.	215	EA	Single adjustment water valves	800	172,000.00
20.	1	EA	Relocate catch basin	8,000	8,000.00
21.	4	EA	Installation of manhole	10,000	40,000.00
22.	8	EA	Reinstall traffic loops	1,000	8,000.00
23.	1	LS	Mobilization	54,006	54,006
24.	1	LS	Traffic control	200,000	200,000
25.	1	LS	Striping, markings, and markers	37,500	37,500
26.	150	SY	12" Subgrade Preparation & Compaction	50.00	7,500.00
27.	1	LS	Surveying	20,000	20,000.00

Grand Total Bid: 5,151,268.34

Grand Total Bid Price Written in words: Five million, one hundred fifty-one thousand, two hundred sixty-eight dollars and thirty-four 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.

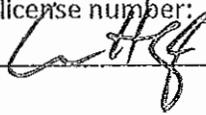
4.00 – The undersigned hereby certifies that they are authorized representative of the firm on whose behalf this proposal/bid is submitted and that they are acting at the direction and with the required approval of said firm, which is identified as follows:

Name of firm: 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:  Date: 7/21/20

**CONSTRUCTION AGREEMENT  
CITY OF CALEXICO, CALIFORNIA**

THIS AGREEMENT is made this 2<sup>nd</sup> day of September, 2020, by and between the City of Calexico, a Municipal Corporation of the State of California ("City") and Hazard Construction Company ("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. 2020-500 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 2020. 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. 2020-500", 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 an 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 an "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

Hazard Construction Company  
10529 Vine Street  
Lakeside, CA 92057

#### 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 of the City of Calexico

\_\_\_\_\_  
MIGUEL FIGUEROA  
City Manager of the City of Calexico

CONTRACTOR

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

\_\_\_\_\_  
Date

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

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

APPROVED AS TO FORM AND EXECUTION

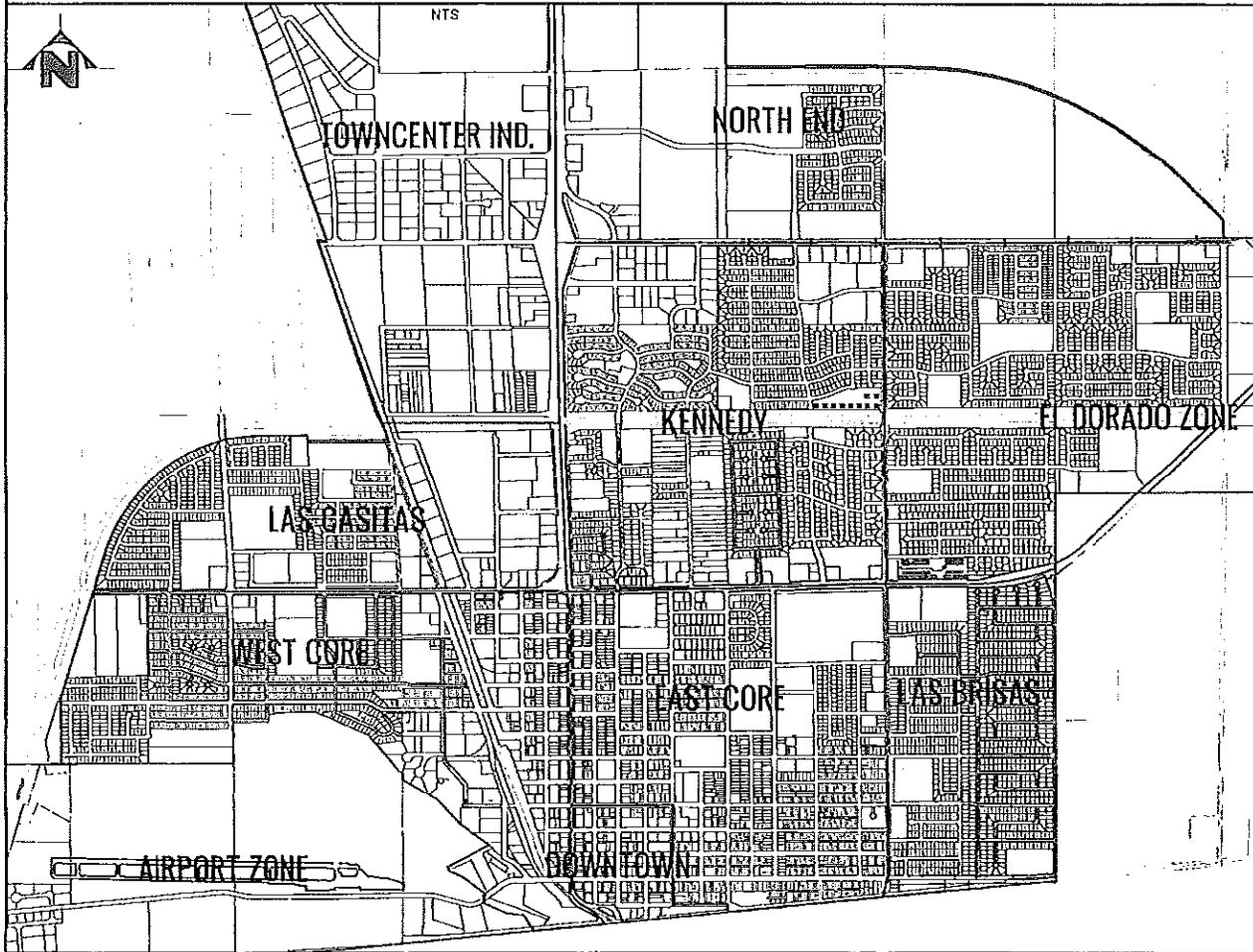
\_\_\_\_\_  
CARLOS CAMPOS  
City Attorney

\_\_\_\_\_  
Date

**END OF CONSTRUCTION AGREEMENT  
FAITHFUL PERFORMANCE BOND**

# STREET IMPROVEMENT PROJECT ASPHALT RUBBER COMPOSITE LAYER OVERLAY ON DESIGNATED STREETS PROJECT NO. 2020-500

CITY OF CALEXICO, CA



## INDEX

ITEM	SHEET
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KENNEDY ZONE	3
LAS BRISAS ZONE	27
WEST CORE ZONE	60
CONSTRUCTION DETAILS	97

**VICINITY MAP**  
SCALE=NTS

■ OVERLAY WITH SYSTEM 2

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED BY INTENTION TO GRADE OR EXCAVATE.

**Underground Service Alert**  
Call: TOLL FREE  
**811**  
THE NUMBER 811 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>B</b>	APPROVED BY  DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER	DATE 07/22/20		DRAWN BY IVAN MEGRETTE DATE 06/16/2020	PROJECT DESCRIPTION: <b>STREET IMPROVEMENT PROJECT NO. 2020-500</b>	SHEET TITLE: <b>FRONT PAGE CITY MAP</b>	SHEET: <b>01 of 96</b>
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## STREET IMPROVEMENT PROJECT NO. 2020-500

SECTOR	NOTE	STREET	FROM	TO	SYSTEM TYPE	SHEET
KENNEDY ZONE	1	PALM DR.	IMPERIAL AVE. EAST	CUL DE SAC	2	4
	2	PAULIN	HWY 98	LAS FLORES DR	2	5
	3	LAS FLORES DR.	CUL DE SAC	CUL DE SAC	2	6
	4	AVENIDA DE ORO	STATE HWY 98	CALLE DE ORO	2	8
	5	CALLE DE ORO WEST	CALLE DE ORO EAST	HARRINGTON ST	2	9
	6	CALLE DE ORO EAST	CALLE DE ORO WEST	HARRINGTON ST	2	12
	7	ARMENDARIZ CT	CALLE DE ORO WEST	CUL DE SAC	2	15
	8	DUNBAR CT	CALLE DE ORO WEST	CUL DE SAC	2	16
	9	GONZALEZ CT	CALLE DE ORO WEST	CUL DE SAC	2	17
	10	HARLAN CT	CALLE DE ORO WEST	CUL DE SAC	2	18
	11	HOSEA CT	CALLE DE ORO EAST	CUL DE SAC	2	19
	12	KEMP CT	CALLE DE ORO EAST	CUL DE SAC	2	20
	13	SOBKE CT	CALLE DE ORO EAST	CUL DE SAC	2	21
	14	WARD CT	CALLE DE ORO EAST	CUL DE SAC	2	22
	15	HARRINGTON ST	CALLE DE ORO WEST	CALLE DE ORO EAST	2	23
	16	HOLDRIDGE ST	CALLE DE ORO WEST	CALLE DE ORO EAST	2	25
ANAYA ZONE	17	L PORTER CT	MCMILLIN ST	CUL DE SAC	2	28
	18	J.P. VILLA CT	SERENO DR.	CUL DE SAC	2	29
	19	A MONGE CT	SERENO DR.	CUL DE SAC	2	30
	20	SERENO DR	ANAYA AVE.	E. RIVERA AVE.	2	31
	21	MC MILLIN ST	PORTER CT.	E. RIVERA AVE.	2	33
	22	I ROMERO CT	MCMILLIN ST	A COTA ST	2	35
	23	A COTA ST	ANAYA AVE.	I ROMERO	2	36
	24	D PATINO ST	ANAYA AVE.	LM LEGASPI	2	38
	25	LM LEGASPI AVE.	D PATINO ST	PASEO CAMINO REAL	2	40
	26	PASEO CAMINO REAL	PASE DE SU ALTEZA	E. RIVERA AVE.	2	41
	27	D HINOJOSA	ANAYA AVE.	E. RIVERA AVE.	2	43
	28	A CORDERO AVE.	D HINOJOSA ST	P MONTEJANO ST	2	45
	29	P MONTEJANO ST	A CORDERO AVE.	H RAMOS AVE.	2	46
	30	H RAMOS AVE.	P MONTEJANO ST	P RASHID ST	2	47
	31	A ACEVES ST	DR AJALAT AVE.	E. RIVERA AVE.	2	48
	32	DOCTOR AJALAT AVE.	A ACEVES ST	P RASHID ST	2	50
	33	P RASHID ST	ANAYA AVE.	H RAMOS AVE.	2	51
	34	7TH ST	PASEO DE SU ALTEZA	E. RIVERA AVE.	2	53
	35	SANTA FE DR.	ANDRADE AVE.	PASEO DE SU ALTEZA	2	55
	36	J.R VILLA CT	PASEO DE SU ALTEZA	CUL DE SAC	2	57
	37	PASEO DE SU ALTEZA	SANTA FE DR	PASEO CAMINO REAL	2	58
WEST CORE ZONE	38	WEST FIFTH	PIERCE AVE.	CESAR CHAVEZ BLVD	2	61
	39	PIERCE AVE.	SHERIDAN ST	7TH ST	2	62
	40	LINCOLN ST.	DAVID NAVARROAVE	CESAR CHAVEZ BLVD	2	64
	41	EMILIA DR.	EADY AVE	GRANT ST	2	69
	42	SHERMAN ST.	CUL DE SAC	EMILIA DR	2	71
	43	EADY AVE.	STATE HWY 98	EMILIA DR	2	72
	44	LEE AVE.	STATE HWY 98	LINCOLN ST	2	74
	45	LACY AVE.	STATE HWY 98	MCKINLEY ST	2	76
	46	MCKINLEY ST.	CUL DE SAC	LACY AVE.	2	78
	47	CALEXICO ST.	KLOKE AVE.	ADLER ST	2	80
	48	NOSOTROS ST.	CUL DE SAC	ADLER ST	2	81
	49	SALVADOR GUILIN ST.	CUL DE SAC	ADLER ST	2	84
	50	MATILDE GOMEZ CT	LINCOLN ST	CUL DE SAC	2	86
	51	CONTRERAS CT	LINCOLN ST	CUL DE SAC	2	87
	52	TINA PADILLA CT	LINCOLN ST	CUL DE SAC	2	88
	53	BRANDENBURG CT	LINCOLN ST	CUL DE SAC	2	89
	54	DAVID NAVARRO	GRANT	HWY 98	2	90
	55	WL MORENO ST	CUL DE SAC	KLOKE AVE	2	82
	56	MERCADO ST	WL MORENO ST	CUL DE SAC	2	94
	57	H. FRITSCH ST	WL MORENO ST	CUL DE SAC	2	95
	58	LUNA CT	WL MORENO ST	CUL DE SAC	2	96

REVISION	SIZE	APPROVED BY	DATE		DRAWN BY	PROJECT DESCRIPTION:	SHEET TITLE:	SHEET:
*	B	<i>Dw Dale</i>	06/22/2020		VAN NEGRETE	STREET IMPROVEMENT PROJECT NO. 2020-500	STREET LIST	02 of 96
		DAVID B. DALE RCE 63588 PUBLIC WORKS DIRECTOR/CITY ENGINEER			DATE 06/16/2020			

Y:\VAN A. NEGRET\2020 OVERLAY\DWG\PLAY TITLE PAGE.DWG

**AFFIDAVIT OF PUBLICATION  
(2015.5.C.C.P.)**

**STATE OF CALIFORNIA**

**County of Imperial**

I am a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk\* of the printer of the

**Imperial Valley Press**

a newspaper of general circulation, printed and published daily in the City of El Centro, County of Imperial and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Imperial, State of California, under the date of October 9, 1951, Case Number 26775; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/26 .

all in the year 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



SIGNATURE

Name of Account: CITY OF CALEXICO

Order Number: 11408840

Ad Number: 31671050

\* Printer, Foreman of the Printer, or Principal Clerk of the Printer

Date: 26 th day of June, 2020.

at El Centro, California.

CITY OF CALEXICO  
INVITATION FOR BIDS

**STREET IMPROVEMENT PROJECT ASPHALT RUBBER COMPOSITE LAYERS  
DESIGNATED STREETS PROJECT NO. 2020-500**

**1. GENERAL INFORMATION**

The City of Calexico is inviting bids for the Street Improvement Project Asphalt Rubber Overlay on Designated Streets Project No. 2020-500.

**2. SCOPE OF WORK**

A. The work shall include grinding of existing asphalt concrete pavement, installing a new asphalt concrete leveling course, asphalt-rubber aggregate membrane, gap filler, hot mix, installation of conventional asphalt concrete surface course, slurry seal, concrete curb and gutter, traffic striping, utility adjustments and traffic control.

B. There are sections of gutter that do not have a proper drainage slope, contractor's surveyor must survey these areas to provide a positive flow profile so the street drains properly. These survey elevations (plan & profile) must be submitted to the City Engineer for approval.

**3. PROJECT SCHEDULE**

To be completed within 120 calendar days from date of contract award.

**4. PROPOSAL REQUIREMENTS**

SEALED PROPOSAL will be accepted at the Office of the City Clerk, City Hall, 608 Heber Avenue, Calexico, California until 2:00 pm on Tuesday, July 21, 2020, at which time all proposals will be opened and read aloud. Late, fax or emailed BIDS will be considered unresponsive.

A summary of the bids will be presented to the City Council at their meeting of Wednesday, July 22, 2020, at 6:30 p.m. in the City Council Chambers, 608 Heber Avenue, Calexico, California.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

Electronic version on the plans and specification may be obtained for a non-refundable fee. Please contact the Public Works Department at 760/768-2160 or via email at [info@cityofcalexico.com](mailto:info@cityofcalexico.com). Checks are to be made payable to the City of Calexico.

No bid will be received unless it is made on the prescribed bid form furnished by the City Clerk/City Engineer. Each bid must be accompanied by a guarantee of cash, cashier check or bidders' bond made payable to the City of Calexico for an amount equal to 10 percent of the bid. Such guarantee to be forfeited should the bidder to whom the bid is awarded fails to enter into the contract. All guarantees are to be returned after the contract is awarded.

The bid may be considered incomplete and be disqualified if any of the following information is missing:

Proposal/Bid Form	Workmen's Compensation Certificate
Bid Bond	Drug/Alcohol Testing Requirements
Proposal Agreement	Noncollusion Affidavit
Subcontractor's Listing	Corporate Certification Partnership Information

1. On the bid form(s), the unit price items and total contract price must be written in ink. The words and figures shall appear on the blank spaces provided.

2. On page 87, Subcontractor's Listing shall be completed. If no subcontractor is to be used, the bidder shall place an "X" mark on the space provided for "No" subcontractor.

Prevailing Wage Rates: In accordance with the provision of Section 1770 to 1781 of the Labor Code, as amended, and any amendments thereto, the City of Calexico has adopted the general prevailing rate of wages applicable to the work to be done as those shown in the attached schedule. Information on the current prevailing wages can be obtained by contacting the California Department of Industrial Relations, Division of Labor Statistics and Research, 400 Montgomery Street, San Francisco, California 94101 (415) 737-2794 or <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

All bids are to be compared on the basis of the Public Works Director/City Engineer's estimate of quantities of work to be done. A bid will only be accepted from a Contractor who is licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code, California as amended. In addition, the Contractor, sub-contractors, and suppliers must have a valid business license issued by the City prior to commencing work.

Special attention of all prospective bidders is called to \*Proposal Requirements and Specifications annexed to the blank form of the Proposal for full directions as to bidding, etc.

If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, the bidder shall submit satisfactory, documentary proof that the person(s) executing said contract has authority to do so.

CITY'S RIGHT RESERVED: The City reserves the right to reject any or all bids, and to make awards in the interest of the City.