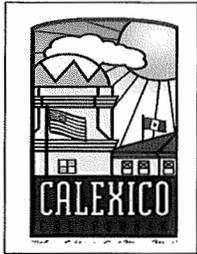


AGENDA
ITEM

14



AGENDA STAFF REPORT

DATE: July 17, 2019

TO: Mayor and City Council

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

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

SUBJECT: Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers to Provide Engineering Services for Relocation and Abandonment of Water Line on Birch Street (HWY 98) from Ollie Avenue to Alley West of Emerson Avenue.

=====

Recommendation:

Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers to Provide Engineering Services for Relocation and Abandonment of Water Line on Birch Street (HWY 98) from Ollie Avenue to Alley West of Emerson Avenue.

Background:

The California Department of Transportation (Caltrans) in cooperation with the City of Calexico, proposes to improve traffic operations, enhance bicycle and pedestrian access, and improve drainage performance on HWY 98. HWY 98 will be widened from four lanes to six lanes from Ollie Avenue to State Route 111, tying back to the existing road at Rockwood Avenue. Sidewalks are proposed along both sides of HWY 98 for the entire length of the project to encourage pedestrian use as well as enhance access to schools and businesses.

Discussion & Analysis:

In order for HWY 98 Widening Project to begin the City of Calexico needs to relocate approximately 1,217 linear feet of 8-inch diameter PVC water pipeline, approximately 155 linear feet of 12-inch diameter PVC water pipeline, approximately 60 linear feet of 24-inch sewer pipeline, installation of sewer manhole and four (4) fire hydrants.

For the above-mentioned work to be completed, Public Works staff is

AGENDA ITEM
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requesting that an engineering firm be hired to design said project and prepare all the necessary documentation. On May 28, 2019, Public Works staff contacted and sent a Request for Proposals (RFP) to all five (5) On-Call Engineering firms that were previously approved by City Council on February 16, 2016. Only two (2) out of the five (5) firm's submitted proposals for engineering services for the relocation and abandonment of water line on Birch Street (HWY 98) from Ollie Avenue to alley west of Emerson Avenue:

- | | | |
|----|------------------------------------|-------------|
| 1. | Yanez Engineering | \$24,000.00 |
| 2. | Dynamic Consulting Engineers, Inc. | \$29,200.00 |

After receipt of both proposals, Public Works staff conducted an evaluation of the written proposals and rank them accordingly. The firm that scored the highest was Dynamic Consulting Engineers, Inc., therefore, Public Works staff recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers, Inc. engineering services for the relocation and abandonment of water line on Birch Street (HWY 98) from Ollie Avenue to alley west of Emerson Avenue.

Fiscal Impact:

Water Enterprise Fund \$29,200.00

Coordinated With:

Public Works Department.

Attachment(s):

1. Yanez Engineering Proposal.
2. Dynamic Consulting Engineers Proposal.
3. Dynamic Consulting Engineers Agreement of Professional Services
4. Task Order Proposal Request



YANEZ ENGINEERING

1089 Santiago Drive Calexico, CA 92231 • Tel 760/556 6688
yanezusc@gmail.com • www.yanezengineering.com

June 11, 2019

Mrs. Lilliana Falomir
Public Works Manager
608 Heber Ave
Calexico, CA 92231

Proposal: Relocation and Abandonment of Waterline Engineering Plans

Dear Mrs. Falomir:

As per your request and to comply with the City of Calexico Public Works Department requirements, I am enclosing a proposal fee for your engineering design required for your proposed RELOCATION AND ABANDONMENT OF WATERLINE ON BIRCH STREET (HWY 98) Calexico, CA 92231. The fee is \$ **24,000.00 (\$ Twenty Four Thousand Dollars 00/100)** and is for the following:

- A) *On-site utilities plans to comply with RELOCATION AND ABANDONMENT OF WATERLINE ON BIRCH STREET (HWY 98) as per City of Calexico Engineering Department requirements and to comply with scope of work indicated on the invitation to bid. Plans and drawings must be completed not later than 6 weeks.*
- B) *Surveying and elevations reports/plans to complete on-site utilities plans requirements.*

The following items are **excluded** on the scope of work of this project:

- A) *Any work outside scope of work as described above*
- B) *City, County or Agencies Fees*

Thank you for the opportunity to bid in your project. If you need any additional information, please contact me at (760) 556-6688 or e-mail me at myanez@alumni.usc.edu.

Sincerely,

Manuel Yañez Ph.D. PE
Professional Engineer Lic #C63462

C:\Users\user\Desktop\Dropbox\Engineering\Projects\2019\19002 Maresca - Grading Plan\Proposal\190205 Grading Proposal.doc

Client/Agent

Mrs. Lilliana Falomir

June 11, 2019

City of Calexico
608 Heber Avenue
Calexico, CA 92231

Attn: Liliana Falomir, Public Works Manager

Subject: Proposal for Relocation and Abandonment of Water Line on Birch Street (HWY 98) from Ollie Avenue to alley west of Emerson Avenue.

Dynamic Consulting Engineers, Inc (DCE) is pleased to present this cost proposal for design services for the above referenced project. The City of Calexico is planning on relocating and abandoning existing water lines along Birch Street (Hwy 98) for a total of approximately 1,220 LF of new 8 inch C900 PVC pipe, 155 LF of 12 inch water pipeline, 60 ft of 24 inch diam. Sewer pipeline and the installation of a new sewer manhole and 4 new fire hydrants. The project includes the design of the new water pipelines, connections of existing services to new water pipeline, fire hydrants and existing distribution lines, preparation of specifications, bid documents, cost estimates and traffic control plans. The project also includes coordination with Caltrans and assist the City obtain an encroachment permit for the installation of water lines within Caltrans right of way.

The scope of work is as follows:

SCOPE OF WORK:

- DCE will prepare topographic field survey. DCE will set vertical and horizontal control per City required benchmark system.
- DCE will research and identify existing utilities and proposed utilities within the project limits.
- DCE will prepare base map at 1" = 30' scale. DCE will identify existing right of ways and easements. DCE will prepare a draft alignment of proposed water main line and meet with the City to discuss and determine the best water main pipeline alignments.
- Once the water main alignments have been determined, DCE will proceed with design of water pipelines. DCE will submit 70% plans, specifications and cost estimate to the City for review and comment.
- DCE will meet with City staff as necessary to assure the development of the plans and specifications meet the City requirements and expectations.
- After the 70% review and comments, DCE will proceed to complete the final plans, specifications, bid documents and cost estimate for a final review before signing all documents.
- DCE will coordinate encroachment permit with Caltrans for construction of new water lines within Caltrans right of way.
- DCE will provide final signed plans, specifications and bid documents to City for bid advertisement.

- DCE will prepare traffic control plans.
- DCE will prepare erosion and sediment control plans.
- DCE will assist the City with the bidding process. DCE will attend the pre bid meeting and bid opening. DCE will respond to RFI's.

COST PROPOSAL

DCE will provide the services mentioned in the scope of work for a lump sum fee of **\$29,200.00.**

Again, thank you for giving Dynamic Consulting Engineers, Inc (DCE) the opportunity to serve you.



Carlos Beltran, P.E.
Principal Engineer.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 17th day of July, 2019, by and between the City of Calexico ("City") and Dynamic Consulting Engineers ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2020. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.

3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole

right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers'

Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City

may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be

including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated June 11, 2019)

EXHIBIT B
SCHEDULE OF CHARGES

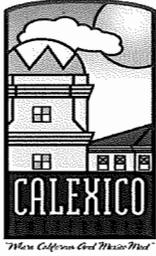
EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2019, at _____,
California.

Consultant



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2160
Fax: 760.768.0992
www.calexico.ca.gov

Public Works Department

Task Order Proposal Request Relocation and Abandonment of Waterline on Birch Street (HWY 98) May 28, 2019

Introduction

On February 16, 2016, the City of Calexico City Council approved your firm to complete “On Call Engineering” projects. The City needs a qualified engineering firm to complete the engineering plans, coordination with Department of Transportation (Caltrans), specifications and bidding documents for approximately 1,217 linear feet of 8-inch diameter PVC water pipeline, approximately 155 linear feet of 12-inch diameter PVC water pipeline, approximately 60 linear feet of 24-inch sewer pipeline, installation of sewer manhole and four (4) fire hydrants. The proposed 8-inch and 12-inch pipeline is proposed to be composed of C900 PVC. In general, the pipeline shall be routed as is depicted in the attached illustration. The project will include connecting each existing water service along the pipeline routes, fire hydrants, valves and connections to existing buried water pipelines. Existing pipeline locations and sizes are attached.

Scope of Work

The engineer shall complete a topographic survey of the site – including research for all existing underground and above ground utilities, easements and right-of-ways, existing elevations of improvements as needed and above ground improvements. Elevations shall be based on current established benchmarks. A topographic map shall be prepared showing the above items.

The scope of work shall include all work necessary for completing final stamped engineering plans, coordination with Department of Transportation (Caltrans), specifications and bidding documents. Plans shall include plan and profile view of the pipeline in scale 1” = 30’. The scope shall also include meetings with the City as necessary during design, attending a pre-bid meeting, bidding and construction services – such as answering bidder’s questions, attending a preconstruction meeting, answering RFIs, etc. Construction management shall be completed by the City, or under a separate task order in the future.

Viva Calexico!



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2160
Fax: 760.768.0992
www.calexico.ca.gov

Public Works Department

The engineer shall coordinate with the City Fire Department to obtain exact locations of new fire hydrants. The engineer will provide traffic control plans. The engineer shall also ensure that all existing underground utilities that are on record are depicted on the plans, including sewer laterals. If potholing is required to find any sewer laterals, the potholing shall be completed by city forces. Details shall be provided as needed or directed by the city.

Tentative Schedule

Request for Proposal Issued	May 28, 2019
Consultant Proposals Due	June 11, 2019
Consultant Selection and Negotiations	Week of June 24, 2019
City Council Approval of Contract	July 3, 2019
Draft Plans and Spec's	September 30, 2019
Final Plans and Spec's	November 29, 2019
Bidding Phase	December 16, 2019
Construction Phase	February 10, 2020
Project Completion	June 30, 2020

Proposal

It is requested that a brief one-page proposal be prepared including proposed fees and schedule.

Proposals are requested by Tuesday, June 11, 2019 by 5:00pm. Please email a PDF proposal to:

Lilliana Falomir
Public Works Manager
City of Calexico
falomirl@calexico.ca.gov

Viva Calexico!