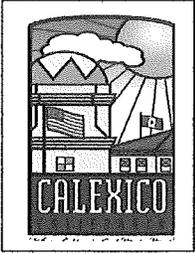


AGENDA  
ITEM

**15**



# AGENDA STAFF REPORT

**DATE:** October 17, 2018

**TO:** Mayor and City Council

**APPROVED BY:** David Dale, City Manager *DD*

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

**SUBJECT:** Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and The Holt Group, Inc. to Provide Engineering and Inspection Services for 2019 Street Improvement Overlay Project.

=====

**Recommendation:**

Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and The Holt Group, Inc. to Provide Engineering and Inspection Services for 2019 Street Improvement Overlay Project.

**Background:**

On September 26, 2018, the Imperial County Local Transportation Authority (LTA) 2018 Sales Tax Revenue Bonds closed; therefore the City can now begin using the available funds. The City budgeted \$4,000,000 for the 2019 Street Improvement Overlay Project which will consist of multi street pavement overlay within various streets in Calexico. The LTA 2018 Sales Tax Revenue Bonds allows consultants to provide engineering and inspection services for road projects.

**Discussion & Analysis:**

For the above-mentioned work to be completed, Public Works staff is requesting that an engineering firm be hired to work on the 2019 Street Improvement Overlay Project. The Consultant will provide an Independent Contractor to provide engineering and inspection services for this project. The Consultant will provide Workman's Comp Insurance for the Independent Contractor.

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The On-Call Engineering firms that were previously approved by City Council on February 16, 2016, were consulted for this project and the following proposals were received:

1. Dynamic Consulting Engineers, Inc. \$92,000.00
2. The Holt Group, Inc. \$84,864.00

After carefully reviewing the proposals, Public Works staff recommends that the City Council of the City of Calexico authorize City Manager to sign Agreement for Professional Services between the City of Calexico and The Holt Group, Inc. to provide engineering and inspection services for our 2019 Street Improvement Overlay Project.

**Fiscal Impact:**

Imperial County Local Transportation Authority (LTA) 2018 Sales Tax Revenue Bonds - \$84,864.00.

**Coordinated With:**

Public Works Department.

**Attachment(s):**

1. Dynamic Consulting Engineers Proposal.
2. The Holt Group, Inc. Proposal.
3. The Holt Group, Inc. Agreement of Professional Services

October 8, 2018

**City of Calexico**  
608 Heber Avenue  
Calexico, CA 92231

**Attn: Liliana Falomir, Public Works Director Department**

**Subject: Proposal for Measure D Overlay Projects**

Dynamic Consulting Engineers, Inc (DCE) is pleased to present this cost proposal for professional services for as needed professional services for Measure D projects.

The scope of work is as follows:

**SCOPE OF WORK:**

- DCE will provide professional engineering services and staff augmentation as needed.
- DCE can provide as needed a project engineer/designer at DCE's office or at City of Calexico's office.
- DCE can provide a project inspector as needed.

**COST PROPOSAL**

DCE will provide the services mentioned in the scope of work on an hourly basis of \$46.00/hour. Estimated hours: 2,000. Estimated amount: **\$92,000.00.**

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



Carlos Beltran, P.E.  
Principal Engineer.



James G. Holt, P.E.  
Robert K. Holt, P.E.

**Engineering ■ Planning ■ Surveying**

October 8, 2018

Mr. David Dale  
Public Works Director/City Engineer  
City of Calexico  
608 Heber Avenue  
Calexico, California 92231

Re: Contract Employee – Measure D Street Work – THG Proposal Number 2018-087

Dear Mr. Dale,

The Holt Group, Inc. proposes to provide a Contract Employee (CE) to provide work on City of Calexico Measure D Street Projects for a one year period according to the following provisions:

CE Base Hourly Rate	\$23.00/hour
Benefits – 50%	\$11.50/hour
Subtotal	\$34.50/hour
Less Workers Compensation Insurance	\$0.50/hour
Hourly Rate Paid to Contract Employee	\$34.00/hour
CE cost for 1 year period based upon 2,080 hours @ \$34.00/hour	\$70,720
CE cost for 1 year period with Overhead and Profit @ 20% - \$34.00 x 1.20 = \$40.80/Hour - \$40.80 x 2,080 hours/year =	\$84,864

The Contract Employee cost for one year based on 2,080 hours/year would be \$84,864. The cost of auto insurance is not include in the above rates. It is assumed the City of Calexico will provide auto insurance for the Contract Employee, if required. The Contract Employee would not be compensated for vehicle mileage. The Contract Employee would be required to turn in a time sheet for hours worked in a given pay period as approved by the City of Calexico City Engineer in order for the Contract Employee to be compensated in a timely manner. The Contract Employee will be issued a 1099 Form at the end of the year for tax purposes.

Thank you for considering this proposal. Please contact me if questions arise.

Sincerely,

James G. Jack Holt, P.E.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 17<sup>th</sup> day of October, 2018, by and between the City of Calexico ("City") and The Holt Group, Inc. ("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 A, 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.