

AGENDA  
ITEM

**10**



# AGENDA STAFF REPORT

**DATE:** November 17, 2021

**TO:** Mayor and City Council

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

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

**SUBJECT:** Approve List of Selected Consultants for "On-Call Engineering, Plan Check, Surveying, Inspection Services, Geotechnical, Landscape and Architectural Design Services."

=====

## Recommendation:

Approve List of Selected Consultants for "On-Call Engineering, Plan Check, Surveying, Inspection Services, Geotechnical, Landscape and Architectural Design Services."

## Background:

On September 27, 2021, the Public Works Department requested proposals from qualified engineering professionals to provide on-call engineering, plan check, surveying, inspection, geotechnical, landscape and architectural design services. These services will be on an intermittent basis.

## Discussion & Analysis:

The purpose of the Request for Proposals (RFP) was to provide the City with the ability to obtain assistance quickly during peak workloads, staffing absence and to satisfy City scheduling needs when expedited/fast track support is needed. Please note that individual contracts will be executed on a project-by-project basis. If the contract amount of a particular project exceed \$24,999.00, it will be brought before City Council for approval. For this reason, Public Works staff is requesting that the City Council of the City of Calexico approve the attached list of selected consultants for on-call engineering, plan check, surveying, inspection services, geotechnical, landscape and architectural design services.

## Fiscal Impact:

No fiscal impact at this time.

## Coordinated With:

AGENDA  
ITEM

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Public Works Department.

**Attachment(s):**

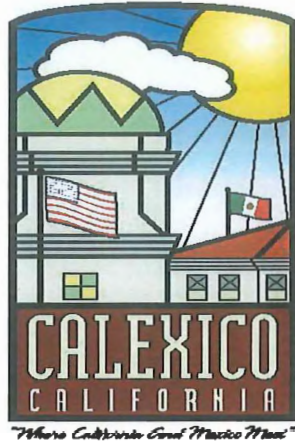
1. List of Selected Consultants.
2. Request for Proposals for On-Call Engineering, Plan Check, Surveying, Inspection Services, Geotechnical, Landscape and Architectural Design Services.

**CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT  
LIST OF SELECTED CONSULTANTS**

COMPANY NAME	SUBCONSULTANTS	SERVICES
Dynamic Consulting Engineers		<ul style="list-style-type: none"> <li>• Civil engineering</li> <li>• Transportation engineering</li> <li>• Water resources engineering</li> <li>• Structural engineering</li> <li>• Land surveying</li> <li>• Plan checking</li> <li>• Construction inspection services</li> <li>• Construction management services</li> </ul>
Kimley-Horn		<ul style="list-style-type: none"> <li>• Civil engineering</li> <li>• Transportation engineering</li> <li>• Land development</li> <li>• Landscape architecture</li> <li>• Hydrology/hydraulics</li> <li>• Drainage/stormwater quality</li> <li>• Water quality</li> <li>• Structural engineering</li> <li>• Traffic control planning</li> <li>• Plan checking</li> <li>• Pavement management</li> <li>• Traffic plans, studies, reports</li> </ul>
Mour Group		<ul style="list-style-type: none"> <li>• Design engineering</li> <li>• Plan checking</li> <li>• Architectural design</li> </ul>

Nicklaus Engineering, Inc.	<ul style="list-style-type: none"> <li>• AECOM</li> <li>• Linscott, Law &amp; Greenspan, Engineers(LLG)</li> <li>• Rob Campbell Structural Engineers (RCSE)</li> <li>• JOL Enterprises (JOL)</li> <li>• PH Mechanical</li> <li>• Sierra Material Testing Services &amp; Inspection, Inc. (Sierra MTI)</li> <li>• Norris Design (Norris)</li> </ul>	<ul style="list-style-type: none"> <li>• Civil engineering</li> <li>• Geotechnical</li> <li>• Surveying</li> <li>• Environmental engineering</li> <li>• Traffic plans, studies, reports</li> <li>• Construction inspection services</li> <li>• Architectural design</li> <li>• Landscape design</li> <li>• Construction management services</li> </ul>
Sierra Material Testing & Inspection, Inc.	<ul style="list-style-type: none"> <li>• RMA Group</li> </ul>	<ul style="list-style-type: none"> <li>• Geotechnical</li> <li>• Materials testing</li> <li>• Construction inspections services</li> <li>• Construction management services</li> <li>• Pavement engineering</li> <li>• Storm water management</li> <li>• Structure and utility scanning</li> </ul>
West & Associates Engineering, Inc.	<ul style="list-style-type: none"> <li>• Traffic Control Engineering</li> <li>• Kana Subsurface Engineering</li> <li>• Cornerstone Surveying</li> <li>• Earth Systems, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>• Civil engineering</li> <li>• Plan checking</li> <li>• Geotechnical</li> <li>• Surveying</li> <li>• Construction management services</li> </ul>

# CITY OF CALEXICO



**REQUEST FOR PROPOSALS  
FOR  
ON CALL ENGINEERING, PLAN CHECK,  
SURVEYING, INSPECTION SERVICES,  
GEOTECHNICAL, LANDSCAPE AND  
ARCHITECTURAL DESIGN SERVICES**

**Public Works Department  
608 Heber Avenue  
Calexico, CA 92231  
760/768-2160  
[www.calexico.ca.gov](http://www.calexico.ca.gov)**

**September 27, 2021**

**CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT**

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**CITY OF CALEXICO  
REQUEST FOR PROPOSALS  
ON CALL ENGINEERING, PLAN CHECK, SURVEYING, INSPECTION SERVICES,  
GEOTECHNICAL, LANDSCAPE AND ARCHITECTURAL DESIGN SERVICES**

**I. Background**

The City of Calexico Public Works is requesting proposals from qualified engineering professionals to provide on-call engineering, plan check, surveying, inspection, geotechnical, landscape and architectural design services. These services will be on an intermittent basis. The successful bidder must review plans for conformance with conditions of approval along with local and other applicable (City, County, State and Federal) ordinances and standards.

The purpose of the Request for Proposal ("RFP") is to provide the Public Works with the ability to obtain assistance quickly during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy City of Calexico customers. An important objective is to maintain a level of high quality engineering, plan check, surveying, inspection services, geotechnical, landscape and architectural design services and workflow methodology in the most cost-effective manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City of Calexico, hereinafter referred to as "the City." The engineering consultant entity is hereinafter referred to as "the Consultant."

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code.

**II. Project Description**

The Consultant shall provide all necessary on-call engineering, plan check, surveying, inspection services, geotechnical, landscape and architectural design to the City. It is the intention of the City to select and contract with more than one (1) consultant for these services. The selected firm(s) will provide on-call engineering, plan check, surveying, inspection services, geotechnical, landscape and architectural design services that include but are not limited to those listed in Section III, "Scope of Work." The City will assign work to any of the firms as is deemed necessary and appropriate by the City. All work shall be performed under the direction of a licensed architect or engineer registered with the State of California. No subcontractors shall be utilized without prior authorization by City. Duration of contract shall be three (3) years from Council approval of contract with the option by both City and Consultant, by mutual agreement, to extend for up to one (1) two (2) year extension.



<b>PROPOSED SCHEDULE OF EVENTS</b>	
Issue Request for Proposal	September 27, 2021
Proposal Deadline	October 27, 2021 at 2:00p.m.
Consultant Interview/Selection	Week of November 8, 2021
Award Contracts	November 17, 2021
Kick-Off Meeting	TBD

### **III. Scope of Work**

This scope of work is to provide on-call engineering, plan check, surveying, inspection, geotechnical, landscape, and architectural design services to the City of Calexico Public Works Department in accordance with all provisions within this RFP. These services will be on an intermittent basis. The general scope of work includes but is not limited to engineering review and plan check for correctness of plans, design calculations and technical specifications related to materials for proposed improvements, development of correction lists, and transmittal of correction lists to the City.

The scope also provides for preparation of various plans, surveys, specifications, estimates and studies/ reports for a wide variety of federally-funded and/or locally-funded projects including road and bridge transportation projects, grading and drainage improvement projects, underground water, sewer and/or storm drain utility projects, water and sewer plant projects.

The scope shall also provide for other as-needed professional architect or engineering design and inspection services to assist the City.

The Construction Manager, from the inception of the project, is there to provide a cohesive planning delivery effort and to act on the owner's behalf. The construction management scope of services is divided into two main categories: (1) the planning, design and pre-construction phase and (2) the construction and delivery phase.

Meetings with the client may or may not be required at the option of the City and will be determined on a case by case basis. Prior to approval of the submitted plans, the consultant firm will certify in writing that the design is in substantial compliance with applicable local, State and Federal requirements. Ultimate responsibility for errors/omissions of plans and specifications will continue to rest with the originating design firm in accordance with local, State and Federal law. The selected firm(s) may assist the City with various engineering assignments including but not limited to:

#### **A. Design Engineering, Plan Check, Surveying, Inspection Services, Geotechnical, Landscape and Architectural Design Services**

- Provide geotechnical engineering services and survey services necessary or the required scope of work.
- Review and /or preparation of landscape architectural plans, specifications and cost estimates including landscaping and irrigation plans, site furnishings and layout plans.
- Review for completeness of developer application and submittals.

- Review and/or preparation of grading improvement plans (mass, rough and precise).
- Preparation of Phase I and II site investigation and soils reports, including field exploration, drill test borings, sample soils, compacting testing, and laboratory tests. Laboratory shall be
  - Caltrans certified.
- Review and/or preparation of storm drain improvement plans.
- Review and/or preparation of hydrology and hydraulic reports to ensure conformance with storm drain plans.
- Review of Federal and State-mandated reports required under the NPDES and AQMD guidelines.
- Review and/or preparation of traffic plan (signing and striping plans, traffic detour and traffic staging plans, as well as signals).
- Review and/or preparation of traffic studies/reports to ensure conformance with traffic plans.
- Review and/or preparation of street improvement plans.
- Review and/or preparation of domestic or raw water improvement plans.
- Review and/or preparation of water improvement design studies to be in conformance with water improvement plans.
- Review and/or preparation of sewer improvement plans.
- Review and/or preparation of water and sewer pressure and capacity calculations and reports.
- Review and/or preparation of tract and parcel maps.
- Review and/or preparation of supporting documentation for tract and parcel maps.
- Review and/or preparation of lot line adjustment.
- Review and/or preparation of structure calculations.
- Review and/or preparation of engineering quantity estimates and costs.
- Review of engineer's cost estimate for related items of work for bonding purposes.
- Review plans for consistency with other planned improvements.
- Field and construction inspection services.
- Land surveying and map/easement or legal description preparation
- Preparation of fair share reimbursements and calculations for future development.
- Development of engineering design standards and guidelines to help with the plan checking process.
- Architectural design and remodeling and landscape design.

**B. Construction Management Services Include But Are Not Limited To:**

1. Planning, Design & Pre-Construction Phase

- Assist the architect/engineer in defining the owner's needs and setting the project criteria.
- Providing a value/cost analysis to both the owner and architect/engineer.
- Advising the owner of construction methods, materials and structural components as the project plan matures.
- Budgeting and cost estimating and preparation of preliminary construction schedules.
- Bid packaging and coordination with the architect/engineer.

- Identification of long lead time construction items.
  - Quality control and constructability reviews of a project's plans and specifications.
  - Bid assessment and qualifying.
  - Help determine awarding of contracts.
  - Contract review and execution.
2. Construction & Delivery Phase
- Providing on-site construction administration, supervision and coordination.
  - Providing various inspections and construction quality control as required for the given public works project.
  - Scheduling and conducting all job site and construction meetings.
  - Developing and maintaining construction schedules.
  - Maintaining cost accounting and cost control records.
  - Reviewing with the owner and architect/engineer the monthly status reports, including these areas:
    - Cost vs. budget.
    - Construction progress vs. schedule.
    - Change order summary.
    - Quality of workmanship review.
  - Processing change orders initiated by the owner.
  - Preparing punch lists in advance of completion and establishing management systems for correction of any deficient work by the appropriate contractor.
  - Arranging for inspections by the appropriate governing authorities.
  - Coordination with all stakeholders involved with a construction project including but not limited to contractors, Caltrans, Imperial Irrigation District, County of Imperial, the Air
  - Quality Control Board, City of Calexico, Southern California Gas, Time Warner Cable, AT&T, State Department of Fish and Game and any other various public or private entities.
  - Monitoring adherence to safety programs & coordinating all safety requirements.
  - Coordinating all general condition items including temporary facilities.
  - Assisting the owner/architect/engineer with selection of the surveyor, testing labs and specialty inspection consultants and coordinating work associated with said personnel and/or firms.
  - Obtaining for the owner all building equipment, operating manuals and warranty information, and coordinating startup of the building systems with operational personnel.
  - Obtaining for the owner as-built drawings for the architect/engineer and contractors.
  - Finalizing accounting on construction contracts, recommending retainage release, and obtaining final lien waivers and processing of Notice of Completion.
  - Coordinating contractor warranty work as required during the warranty period.
  - Assisting the owner in occupancy, equipment startup and systems operations through the appropriate suppliers and trades.

### C. Map Check and Lot Line Adjustment Services

Tract and parcel maps are to be reviewed under the supervision of a licensed land surveyor in the State of California for the procedure of survey review, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, the approved tentative map, the approved conditions of approval and a current title report.

- The reviews include, but are not limited to:
  - The review of survey documentation.
  - Lot and boundary closure calculations.
  - Dedications and easement provisions.
  - Legal descriptions and completeness and accuracy of data notation.
  
- Some of the specific items that are reviewed or checked are as follows:
  - Title sheet information.
  - Current legal descriptions.
  - Correct assessor's parcel being subdivided per the title report.
  - Closure of subdivision boundary and individual lots.
  - Verify lot areas.
  - Check for correct mathematics.
  - Proper delineation and identification of record data.
  - All appropriate data in the title report is shown on the map.
  - Proper reference to adjacent recorded maps is shown.
  - Proper references and ties to found/set monuments are shown.
  - Calculated, recorded and measured distances agree, or variances are noted on the map.
  - Boundary tied to California Coordinate System, where required.
  - Verify ownership shown on the map against the title report.

In addition to reviewing tract and parcel maps, the Consultant may be requested to review lot line adjustment documents and prepare legal descriptions and plats for the City for easements or rights-of-way.

Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of costs for all Federally-funded projects that the Consultant is tasked to provide.

The period of time that the Consultant's records shall be retained for inspection by the State, FHWA, or their duly authorized representative must be at least three (3) years after final payment to the Consultant for all Federally-funded projects.

All tracings, plans, specifications and maps prepared or obtained under the terms of the contract with the City shall be delivered to and become the property of the City and basic survey notes and sketches, charts, computations and other data prepared or obtained under the contract, if not

required to be provided, shall be made available, upon request, to the City without restriction or limitation on their use.

#### **D. Work Flow Methodology for Plan Checking Services**

- Review for completeness of submittals.
- Document submittal deficiencies and advise the City as necessary.
- Plan checker and engineer will conduct a site review concurrently with the initial plan check to ensure that the design appropriately reflects existing conditions.
- The Consultant is to check for conformance to the following:
  - General plan, including water, sewer and storm drain master plans.
  - City ordinances and specific plans Subdivision Map Act
  - Conditions of approval.
  - Development services standards per the City's ordinance.
  - Other agency requirements such as Imperial Irrigation District, County of Imperial, and Department of Transportation (Caltrans) Standards
- Check general mathematics and design criteria and standards of design practice.
- The Consultant is to call for redesign of any portion of plans that:
  - Will be potentially unsafe to the public.
  - Will not function due to poor engineering.
  - Are inconsistent with the conditions of approval or other local or applicable (local, State, Federal) ordinance or standards.
  - Are impractical to construct.
  - Do not meet the minimum acceptable design standards of engineering practice.
- Identify any additional reference materials required of the applicant for a thorough design or plan check such as related offsite improvement plans, studies or reports.

#### **E. Task Sequencing for Scope**

TASK 1 - Review Existing Documentation, Kick-Off Meeting.

- Review existing policies, procedures, guidelines and documents from City.
- Participate in a field review meeting with the City.
- Participate in a kick off meeting with the City and review project goals, scope and workflow methodology. Introduce key staff. Review responsibilities of both the Consultant and the City.

TASK 2 - Initiate and Prepare Design Plans or Plan Checks.

- Review and coordinate design plans or plan checks as needed.
- Prepare design plans or plan check responses to the City for review and dissemination to clients.

TASK 3 - Prepare Plans, Specifications, Estimates, Engineering Reports & other Services.

- Provide professional civil engineering design services on-call, as needed, and as requesting in writing by the City.

#### TASK 4 - Billing and Invoicing.

- Submit invoices monthly with detailed accounting of staff hours attributed to specific design plans and plan checks. Include accounting of specific project billings or the City billings to client.

#### **IV. Requirements**

Each firm shall meet the following requirements:

- The firm must have project managers with a minimum of five (5) years of experience providing improvement design, plan and map checking services to municipalities of similar size and complexity with individual engineers having a minimum of three (3) years of relevant experience. Specifically, experience should include, but not be limited to, parcel, tract and final map checking, traverse calculations, engineering improvement plans and studies of all types including but not limited to drainage studies, storm drain, sewer and roadway improvement plans, grading plans, erosion control, National Pollution Discharge Elimination System compliance, Imperial County Air Pollution Control District compliance, easement and right-of-way documents, lot line adjustments, certificates of compliance, title reports, soils reports, hydrologic studies, construction cost estimates, familiarity with designing projects for and obtaining permits from Caltrans, County of Imperial, Imperial Irrigation District, and other associated local and state utility companies as required, etc.
- The ability to provide surveying of all types and perform inspection of developer off-site improvements and inspection on the City's construction contracts.
- Key representatives from the firm must attend monthly meetings (more frequently if required) with the City's staff to evaluate performance of their services.
- A maximum review time for initial plan checks of fourteen (14) calendar days inclusive of transit time from and to the City's office, located at 608 Heber Avenue, Calexico, CA 92231. Each subsequent plan check, if necessary, shall not require more than eight (8) calendar days, inclusive of transit time.
- The firm shall not provide consulting services to private sector or public sector clients doing business within or proposing to do business within the City and simultaneously provide plan checking services to the City for client's projects, nor engage in activities that could be construed as a conflict of interest with this proposed contract.

#### **V. Proposal Content and Information**

Proposal should be typed, organized and concise yet comprehensive.

- Cover Letter

- Name, address and phone number of the person to be designated as the primary contact and the names of the key staff who shall be responsible for plan/map checking.
  - Any qualifying statements or comments regarding the Consultant's proposal or the information provided in the RFP. State the interpretation of the work to be performed. State a positive commitment to perform the work in the manner, time frame and a basic summary and understanding of the project.
  - If any subcontractors are utilized, the lead consultant must submit a description of the firm, the portion of work to be done and cost of each subcontractor.
  - The Consultant is representing itself as a qualified professional in plan checking and engineering services for government municipalities. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule and additional content of this project. The City will consider comments and recommendations, however is not required to select any of the recommendations or comments.
- Include a table of contents with identification of material by section and page number
  - Statement of Qualifications and Experience
    - State whether the firm is local, regional, national or international
    - Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
    - Give the location of the office from which work is anticipated to be done and the number of employees of the company.
    - Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
    - Summarize specific experience and qualifications for similar projects. Describe the services you performed such as studies, reports, etc. List at least three (3) references with telephone numbers, a listing of proposed project personnel, including personal experiences and resumes for prime and sub-consultants. Include a description of the professional capability, project experience, education, training and present office location. Provide specific examples of appropriate experience that qualify them for their responsibilities, including licensing as a professional engineer/land surveyor in the State of California.
    - Provide a list of specific examples of appropriate experience, including the size and scope of work completed and any relevant past or on-going work. Include the names, addresses and telephone numbers for your past and current clients who have contracted with your firm for similar services during the last five (5) years.
    - Provide a summary of litigation history for the firm for the last fifteen (15) years.
  - Analysis of Effort/Methodology
    - Describe the approach for how the work will be performed. The proposal shall indicate and specific techniques or methodology to be utilized.
    - The proposal shall include a project timeline with specific tasks envisioned for the Project.
    - Indicate what participation, data and products will be requested from the City.

## **VI. Selection Criteria**

A sample proposal evaluation form is attached for your information (Appendix A).

- Responsiveness to RFP. Does the proposal meet all the requirements in this RFP?
- Competency and experience of consultant staff assigned to manage and to perform the plan check and engineering services identified herein.
- Ability to meet the review timeline/schedule identified herein.
- Completeness of the proposal.
- Demonstrated recent experience with similar cities.
- Litigation history- errors and omissions
- Willingness to accept the terms and conditions of the City's "Agreement for Professional Services" (minor modification may be permitted) attached as Appendix B.

## **VII. Selection Process**

- Proposals will be reviewed by the selection committee.
- The selection committee will rank the consultants based on the materials submitted.
- A minimum of two (2) firms will be chosen.
- The recommendation of the selection committee will be taken to City Council.

The selection committee will determine if qualifications are met.

The City reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

A pre-proposal conference has not been scheduled for this RFP.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum.

The City will not consider proposals received after the specified time and date. An amendment is considered a new proposal and will not be accepted after the specified time and date.



Any contract resulting from this RFP will be financed with funds available to the City from private development projects and/or local funds.

This RFP does not commit the City to award a contract or pay any costs associated with the preparation of a proposal. The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City.

Questions concerning this proposal should be directed to Lilliana Falomir, Public Works Manager - Administrative at (760) 768-2160 or via electronic mail to [falomirl@calexico.ca.gov](mailto:falomirl@calexico.ca.gov).

### **VIII. Responsibilities of the City**

The City will direct the development of individual project plan checks and engineering services in writing, provide management oversight, coordinate with clients as needed and conduct administrative arrangements.

The City will pay an agreed upon amount normally within thirty (30) days after receipt of an invoice(s).

The City will not be able to provide dedicated workspace facilities, i.e. office space.

The City reserves the right to perform any portion of the scope of work with City personnel and/or by other consultants.

The City shall furnish all applicable policies, procedures and reference materials that represent the City's minimum requirements for plan checking and engineering services.

The City shall furnish the Consultant all necessary submittal items for plan check and engineering services by the Consultant with special instructions.

### **IX. Requested Submittal**

An original and five (5) copies along with one (1) electronic copy (CD) of the proposal must be received prior to 2:00 p.m. on October 27, 2021, at

City of Calexico  
Office of the City Clerk  
608 Heber Avenue  
Calexico, CA 92231

The proposals shall be enclosed in a sealed envelope and be plainly marked in the upper left hand corner with the name and address of the bidder and bear the following:

On-Call Engineering Services Proposal  
October 27, 2021

2:00 p.m.

Please note that late, emailed or faxed proposals will not be considered.

**X. Sealed Fee Schedule**

Develop costs and fees for the services based on hourly rates of staff equivalent to the City plan checking staff positions. Provide a clear breakdown of these costs by phase including staff or by item, by hour. List all professional services expenses anticipated including insurance, printing, communications and travel. Costs and fees are to be submitted in a separate sealed envelope. Cost should be based hourly rates of plan checking staff, including clerical positions. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal supplies and materials, in-house reproduction services and local travel costs.

In addition to the above fee schedule, the City is considering having Plans Checked on a "Cost per Sheet" basis. Therefore submit a fee based on "Cost per Sheet."

Submit itemized hourly fee schedule for additional services beyond the scope of work.

Costs and fees must be provided within a separate sealed envelope within the submittal of the proposal and marked as follows:

Sealed Fee Schedule  
City of Calexico  
On-Call Engineering Services Proposal  
October 27, 2021

**XI. Staffing Minimum Requirements**

All work shall be performed under the direction of a licensed engineer, architect or land surveyor registered with the State of California.

**APPENDIX A  
SAMPLE  
PROPOSAL EVALUATION FORM**

<b>DATE:</b>	
<b>EVALUATOR:</b>	
<b>FIRM:</b>	
<b>PROJECT:</b>	

**RATING POINTS:**

5 = Excellent      4 = Good      3 = Above Average      2 = Average  
 1 = Below Average      0 = Unresponsive

	CRITERIA	WEIGHT FACTOR RATING	TOTAL WEIGHTED RATING
<b>A.</b>	Technical approach		30%
	Responsiveness & understanding of work to be	15%	
	Experience with similar work	15%	
<b>B.</b>	Costs		5%
<b>C.</b>	Project management		35%
	Qualifications	20%	
	Organization & quality of staffing & local Imperial Valley Office	15%	
<b>D.</b>	References		5%
<b>E.</b>	Demonstrated DBE Intent		5%
<b>F.</b>	Familiarity with State and Federal procedures		10%
<b>G.</b>	Litigation History – Errors and Omission		10%

**COMMENTS:**

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## APPENDIX B

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Calexico ("City") and \_\_\_\_\_ ("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 \_\_\_\_\_, 2024. 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 addressed to the other party at the address set forth herein below. Either party



may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager  
608 Heber Ave.  
Calexico, CA 92231

If to Consultant:

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, 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.

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

CITY OF CALEXICO:

CONSULTANT:

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

\_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Carlos Campos  
City Attorney

\_\_\_\_\_  
Gabriela Garcia  
City Clerk

**EXHIBIT A**

**SCOPE OF SERVICES**

(to be filled in by Consultant)

**EXHIBIT B**

**SCHEDULE OF CHARGES**

(to be filled in by Consultant)

**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 \_\_\_\_\_, 2021, at \_\_\_\_\_, California.

\_\_\_\_\_  
Consultant