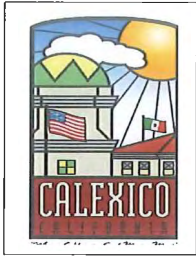


**AGENDA
ITEM**

11



AGENDA STAFF REPORT

DATE: November 3, 2021

TO: Mayor and City Council

APPROVED BY: Miguel Figueroa, City Manager *MK*

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

SUBJECT: Authorize City Manager to Sign Agreement of Professional Services with AE Consulting, Inc. for Construction Management and Inspection Services for the Calexico International Airport Taxiway A Rehabilitation Project FAA AIP No: 3-06-0034-018-2020; 3-6-0034-021-2021.

=====

Recommendation:

Authorize City Manager to sign agreement of professional services with AE Consulting, Inc. for construction management and inspection services for the Calexico International Airport Taxiway A Rehabilitation Project FAA AIP No: 3-06-0034-018-2020; 3-6-0034-021-2021.

Background:

On June 20, 2018, the Public Works Department requested Statements of Interest and Qualifications (RFSOQ) from Airport Engineering Consultants for the Calexico International Airport. The deadline for submittals was July 11, 2018, and the City Clerk’s Office received three (3) SOQ’s which were evaluated and ranked accordingly. On November 7, 2018, the City Council of the City of Calexico selected AE Consulting, Inc. to assist the City in the preparation of the plans and spec’s and during the bid process of the Calexico International Airport Taxiway A Rehabilitation Project FAA AIP No: 3-06-0034-018-2020; 3-6-0034-021-2021.

Discussion & Analysis:

On November 3, 2021, Public Works staff will be recommending to City Council to award the construction phase of said project to the lowest bidder. Once the construction agreement is fully executed and said project is ready to begin construction the Public Works Department will need assistance from an Airport engineer consultant to provide construction management and inspection services. For this reason, Public Works staff is requesting



City Council authorization to authorize the City Manager to sign an agreement of professional services with AE Consulting, Inc. for construction management and inspection services for the Calexico International Airport Runway Pavement Rehabilitation Project. Please note that AE Consulting, Inc. has years of experience working in airport projects as well as working for the City of Calexico. In addition, AE Consulting, Inc. is very knowledgeable in Federal Aviation Administration (FAA) rules and regulations.

Fiscal Impact:

Capital Improvement Program Budgeted Item for FY 2021-2022	
Federal Grant	\$368,635.00
Total	\$368,635.00

Coordinated With:

Public Works Department.

Attachment(s):

1. AE Consulting, Inc. Agreement of Professional Services

ATTACHMENT #1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 3rd day of November, 2021, by and between the City of Calexico ("City") and AE Consulting, 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, 2022. 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 the City describing the work performed during the preceding month. Consultant's bills shall be broken out by the four major tasks described in Exhibit B and shall include the amount earned for each task as a percent complete, the amount previously billed, and the resulting amount due. 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. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and its representatives, officers, directors, officials, and employees from and against any claims, direct damages, losses, and expenses (including, but not limited, to reasonable attorneys' fees, court costs, and the costs of appellate proceedings) resulting from or caused by the Consultant's negligent acts, errors, mistakes or omissions wrongful acts or willful misconduct in the performance of services under this Agreement. The Consultant's duty to hold harmless and indemnify the City shall arise in connection with any claim, direct damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property, including loss of use resulting therefrom, caused by any negligent

act, error, mistake, or omission wrongful act or willful misconduct in the performance of the Consultant's services under this Agreement, including those by any person for whose negligent acts, errors, mistakes, or omissions wrongful act or willful misconduct Consultant may legally be liable. The amount and type of insurance coverage requirements set forth in this Agreement shall not limit the scope of the indemnity in this Paragraph 9.

- (b) Liability of Subconsultants. It shall be the responsibility of the Consultant, to assure through contractual agreement that any independent contractor, subcontractor, or subconsultant utilized by the Consultant, shall save and hold harmless the Consultant, the City, and any of their respective representatives, officers, directors, officials, and employee who may be obligated to pay be reason of any liability imposed upon any of the above for damages arising out of, resulting from, or caused by, any negligent error, omission, act or willful misconduct of the independent contractor, subcontractor, or subconsultant.

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

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

Peter D. Bonello
P.E.

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated October 12, 2021)



October 12, 2021

Ms. Lilliana Falomir
Public Works Manager - Administrative
City of Calexico, Public Works Department
608 Heber Avenue
Calexico, CA 92231

Subject: **Calexico International Airport
AIP 3-06-0034-18-2020 Taxiway A Rehabilitation
Construction Management Services Proposal**

Dear Ms. Falomir:

AE Consulting, Inc (AE) is pleased to submit this scope and fee proposal to provide construction management and inspection services for the Taxiway A Pavement Rehabilitation Project. These services are organized into three main components: (1) Submittal Phase Services; (2) Construction Phase Services; and (3) Post Construction Phase Services, and are described in more detail below.

Scope of Services

Submittal Phase.

Contingent upon receipt of an executed contract from the City for CM Services, this phase will begin after the Construction Contract is awarded to the successful bidder. AE will assume the role of representing the City in coordinating with the Contractor, facilitating in ensuring that the City has received all necessary paperwork from the Contractor, before direct coordination with the Contractor for scheduling the pre-construction conference, preparing submittal log and coordinating such with the Contractor.

AE will prepare for and run the pre-construction conference, coordinating with the Contractor and the City as necessary.

AE will prepare a listing of required submittal and request a submittal list from the Contractor for review and approval.

AE will review submittals made by the Contractor electronically and will return submittals to the Contractor stamped as follows:

1. No Exceptions Taken

2. Revise and Resubmit
3. Make Corrections Noted

For submittal requiring a resubmittal, the reasons/review comments will be provided, either on the submittal or in a separate document accompanying the review notice.

AE will review the resubmittals for conformance with the contract documents until all submittals are made and stamped as "No Exceptions Taken".

AE will facilitate the preparation and filing of the FAA Form 7469, *Notice for Construction at an Airport*, coordinating with the FAA and the City as necessary.

AE will assist the City in the preparation and issuance of the Notice to Proceed for the Construction Phase as the final task of the submittal phase.

Construction Phase.

AE will have a full time RPR present on site for the duration of the construction phase of the Project. The RPR will observe all construction activity and provide support to the EOR to ensure compliance with the Plans and Specifications.

AE will schedule the progress construction weekly meetings with the Contractor. AE will run the weekly meetings and prepare and issue minutes by the following day or before the end of the same week. AE's engineer of record (EOR) and resident project representative (RPR) will attend the weekly meetings. 20 weekly meetings are included.

The RPR will be present on site whenever construction activities are occurring at the Airport. The RPR will observe all construction activities, photograph select activities/items, record all construction deliveries to the site, check that materials conform to the approved submittals. The RPR will report Contractor personnel and equipment showing up on site, describe construction activities and weather conditions and describe problems encountered in a daily report that he will submit to the EOR before the close of business of each work day, along with pertinent photographs. The EOR will review daily reports and photographs and discuss with the RPR any issues or concerns.

The EOR will summarize the week's construction progress on FAA Form 5370 and submit to the FAA.

The Project is anticipated to require up to 5 Contractor Pay requests. AE will review all quantities with the Contractor, review the pay request for consistency with those quantities and requirements of the Contract, before forwarding to the City for processing and payment.

AE will review and approve any subsequent Contractor material submittals that may become necessary and will provide responses to any and all requests for information (RFIs), substitution requests. AE will prepare and issue any design bulletins that may become necessary due to changes in field conditions or otherwise.



AE will review any change order requests and make recommendations to the City and coordinate with the FAA for approval as necessary.

With each scheduled weekly meeting the EOR will conduct field inspections, will review contractor quality control procedures and results as well as contractor staking cut sheets.

Through the services of a material sampling and testing firm, AE will schedule and provide the necessary material sampling and testing as required by the specifications. AE will issue notices of non-compliance to the Contractor for any failing tests or any other observations that do not meet the intent of the plans and specifications.

As was described in the Geotechnical Report an old wash crossed the parallel taxiway at possibly two locations before its construction. These were identified in rough and approximate locations along with recommendations to over-excavate and re-compact the subgrade. After the subgrade is exposed by the Contractor AE will schedule and pay for the geotechnical engineer to come to the site and probe the subgrade to determine the precise limits of over-excavation needed, and prepare an update to the report accordingly.

AE will keep track of the contract duration and provide weekly updates to the Contractor. AE will review and approve any requests for time extensions due to weather conditions, wind or rain, that impeded the Contractor.

AE will prepare a punch list and conduct the final inspection for Project Acceptance. AE will coordinate with the City for all needed action items such as change order approvals, upload to the State SMAART system, NOIs, etc.

A final inspection will also be conducted by the EOR of the final striping expected to be installed 30 days after the construction phase is complete.

Post Construction Phase.

During the post construction phase, AE will prepare the necessary close-out documents and review and approve final payment to the Contractor.

AE will prepare and deliver a complete signed set of record drawings on mylar to the City incorporating any changes that might have taken place during construction.

Finally, AE will prepare the final engineers report for submittal to the FAA. This report will address the overall quality and final cost of the project as well as contract duration and schedule. It will also contain a compilation of the contractor's approved submittals, quality assurance and quality control test results, construction progress meeting minutes, inspection reports, a description of any change orders and changes to construction quantities and official forms and notices.



Compensation

AE will provide these services for a lump sum fee of \$368,635 broken out for each phase as follows:

- | | |
|----------------------------|-----------|
| 1. Submittal Phase | \$ 38,555 |
| 2. Construction Phase | \$309,550 |
| 3. Post-Construction Phase | \$ 20,530 |

A detailed breakdown of this fee is attached.

This fee is based on the established construction contract duration of 210 calendar days which is designed to allow completion of the submittal phase within 75 days from the date the contract is awarded to the Contractor by the City Council, and completion of the construction phase within 135 days thereafter. The post construction phase is anticipated to be completed within 60 days after completion of construction.

Any increase in contract time due to weather delays will not change the lump sum fee quoted above. Additional time spent by the RPR and the EOR due to the Contractor working beyond the contract time will be compensated in addition to this fee. AE will seek additional compensation for this on the basis of the Contractor being charged liquidated damages accordingly.

We look forward to working with you on this important project. If you have any questions about this proposal please do not hesitate to give me a call.

Sincerely,
AE Consulting, Inc.



Peter D. Bonello, P.E.
Principal Civil Engineer

Attachment: Fee Breakdown



EXHIBIT B

SCHEDULE OF CHARGES

(schedule dated October 12, 2021)

**CALEXICO INTERNATIONAL AIRPORT
TAXIWAY A REHABILITATION
CONSTRUCTION MANAGEMENT FEE BREAKDOWN**

Task Description	PM/PE	CE	RPR	Des	Adm	ODCs	Subtotal	Phase
	Hourly Rates: \$ 185	\$ 145	\$ 135	\$ 95	\$ 75	\$ 1		Subtotal
1 Submittal Phase (75 Calendar Days)								
1.01 Project Management/Correspondence	24						\$ 4,440	
1.02 Prepare, Run, Follow-up Pre-Con	24					260	\$ 4,700	
1.03 Prepare Submittal List	12						\$ 2,220	
1.04 Prepare & File FAA Form 7460	8						\$ 1,480	
1.05 Review and Approve Contractor Submittals	100						\$ 18,500	
1.06 Respond to RFI's; Substitution Requests, etc.	15						\$ 2,775	
1.07 Coordinate with FAA and City	24						\$ 4,440	
								\$ 38,555
2 Construction Phase (135 Calendar Days)								
2.01 Project Management/Correspondence	40		12		1		\$ 9,095	
2.02 Run Weekly Meetings & Prepare Minutes (20)	240					5200	\$ 49,600	
2.03 Review and Approve Contractor Pay Requests (5)	20				10		\$ 4,450	
2.04 Review Contractor Supplementary Submittals	12						\$ 2,220	
2.05 Change Order Preparation	24						\$ 4,440	
2.06 Design Bulletins	12	12		24			\$ 6,240	
2.07 Respond to RFIs/Substitution Requests	20						\$ 3,700	
2.08 Construction Management/Inspection (20 weeks)	100		800		80	5200	\$ 137,700	
2.09 Review Inspector Daily Reports/Photos	60						\$ 11,100	
2.10 Review Contractor QC Test Results	32						\$ 5,920	
2.11 Review Contractor Survey Cut Sheets	32						\$ 5,920	
2.12 Final Inspection and Punch List	16		8		2	260	\$ 4,450	
2.13 Final Striping Inspection/Acceptance	12					260	\$ 2,480	
2.14 FAA Weekly Reports (Form 5370)	60						\$ 11,100	
2.15 Probing Subgrade for Overexcavation Area	4					3575	\$ 4,315	
2.16 Testing	32				12	40000	\$ 46,820	
								\$ 309,550
3 Post Construction Phase								
3.01 Prepare Record Drawings	8	16		24	2	500	\$ 6,730	
3.02 Close-Out Documents	12				2		\$ 2,370	
3.03 Final Engineer's Report	36	24			16	90	\$ 11,430	
								\$ 20,530
Project Total	979	52	820	48	125	55345	\$ 368,635	\$ 368,635

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