AGENDA
ITEM
21

AGENDA STAFF REPORT

DATE: November 7, 2018

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager

PREPARED BY: Lilliana Falomir, Public Works Manager

SUBJECT: Authorize the City Manager to Sign Agreement of Professional Services with AE Consulting, Inc. for Engineering Services for the Calexico International Airport Taxiway Rehabilitation Project AIP: 3-06-0034-17-2018.

==========

Recommendation:

Authorize the City Manager to sign agreement of professional services with AE Consulting, Inc. for engineering services for the Calexico International Airport Taxiway Rehabilitation Project AIP: 3-06-0034-17-2018.

Background:

The Calexico International Airport has been awarded a Federal Aviation Administration (FAA) grant in the amount of $262,677.00 ($236,409.00 90% FAA and $26,268.00 10% City Match) for the Design Phase of the Taxiway Rehabilitation Project at the Calexico International Airport. The project is to design the rehabilitation of the approximately 5,000 ft. long by 40 ft. wide parallel taxiway and intersections with up to seven connector taxiways.

Discussion & Analysis:

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 Office of the City Clerk's Office received the following SOQ's:

1. AE Consulting, Inc.
2. Kimley Horn
3. The Holt Group, Inc.

AGENDA ITEM

21

After receipt of all SOQ's, the evaluation committee conducted an evaluation of the written proposals and ranked them accordingly. The firm that scored the highest was AE Consulting, Inc., therefore, the evaluation committee recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement of Professional Services with AE Consulting, Inc. for the preparation of plans & spec's and during the bid process of the Calexico International Airport Taxiway 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:

FAA Grant	$234,623.70
State Grant	$13,034.65
City Match	$13,034.65
Total	$260,693.00

Coordinated With:

Federal Aviation Administration (FAA) and Public Works Department

Attachment:

1. AE Consulting, Inc. Proposal dated August 16, 2018
2. AE Consulting, Inc. Agreement for Professional Services

AE Consulting, Inc.
AIRPORT ENGINEERING

143 Yorba St,
Tustin, CA 92780

(714) 573-0214 Tel
(714) 573-1214 Fax

August 16, 2018

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

Subject: **Calexico International Airport**
Proposal for Engineering Services related to Design of the Parallel Taxiway Rehabilitation

Dear Ms. Falomir:

In response to your request AE Consulting, Inc., (AE), is pleased to submit this proposal to provide Engineering Services related to the design of the Parallel Taxiway Rehabilitation at Calexico International Airport.

The scope of work and deliverables are described in detail on the attached scope of work document.

AE proposes to provide these services for a lump sum price of $260,693 and in accordance with the following major milestones:

Task 1	Assist City with Grant and ACIP	$ 15,215
Task 2	Data Collection and Design Report	$ 93,865
Task 3	Design Development	$ 92,895
Task 4	Final Engineering	$ 53,138
Task 5	Bidding Assistance	$ 5,580
Total		$260,693

A detailed breakdown of this fee by task and personnel is attached.

It is assumed that Task 1 will be complete before the end of 2018 with follow up discussions with the FAA and any revisions made by the end of January 2019. Following authorization to proceed with the designs, Task 2, *Data Collection and Design Report*, will require 2 months to complete. Following review of the design report by the City and the FAA, and receipt of any comments therefrom, Task 3, *Design Development*, will take another 3 months to complete. Once review comments of the 70 percent complete plans are received, the 95 percent PS&Es will be provided after another 1-1/2 months. The final bid ready set will be provided within two weeks after review of the 95% PS&Es. Bidding assistance will be provided throughout the bid phase of the Project and will be complete at the time that a revised grant application based on bids is completed. Allowing 2 weeks for each of the 3 review periods (Preliminary Report, 70% and 95%) and 1-1/2 months for advertising/bidding, the total duration of Tasks 1 though 5 is expected to be about 10-1/2 months. We anticipate the FAA to push for design completion by the end of May (mid-June at the latest) which would require an NTP to be issued by early October.

We appreciate the opportunity to submit this proposal and encourage you to call with any questions at (714) 573-1211.

Sincerely,
AE Consulting, Inc.

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

Attachments: Scope of Work Document
Fee Breakdown
2018 Hourly Rate Schedule

AE Consulting, Inc.
AIRPORT ENGINEERING

143 Yorba Street
Tustin, CA 92780

(714) 573-0214 Tel
(714) 573-1214 Fax

CALEXICO INTERNATIONAL AIRPORT PARALLEL TAXIWAY REHABILITATION SCOPE OF WORK
August 15, 2018

PART I - PROJECT DESCRIPTION AND BASIC SCOPE OF WORK

The scope includes the design of pavement rehabilitation of the parallel taxiway at Calexico International Airport. The design will be performed in accordance with FAA criteria and will include (1) providing assistance to the City in preparation of the Grant Pre-Application and preparation of supporting environmental documentation (CATEX), evaluation of existing conditions, and justifying the purpose and need, (2) Data Collection, preliminary engineering and reparation of the Prelimnary Design Report, (3) the preparation of complete construction plans, technical specifications and construction cost estimates and (4) Services during bidding of the Project and updating the FAA grant application based on bids.

The areas to be included in the parallel taxiway rehabilitation include about 322,500 SF of paved areas and about 450,000 SF of adjacent unpaved areas (safety areas and infields). The graphic below shows the paved areas in a solid shade while the unpaved areas are shown hatched.

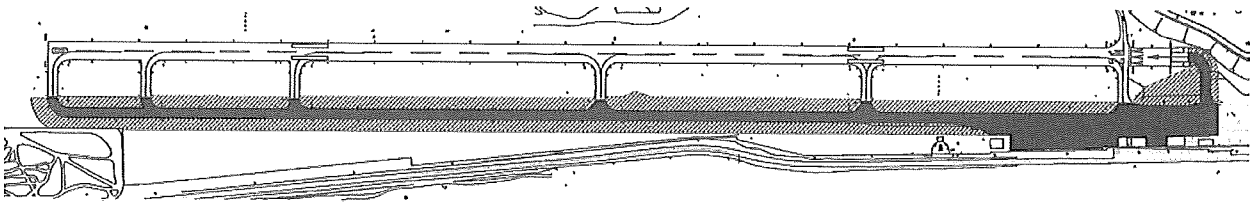

Figure 1 Project Limits

In addition to the pavement rehabilitation, the scope also includes improving the longitudinal and transverse grades of the taxiway, regrading the safety areas to conform to FAA standards and installation of drainage improvements.

PART II – SPECIAL DESIGN CONSIDERATIONS

The following items will be included in the preliminary engineer's report for consideration and approval by the FAA for their inclusion in the Project.

A. Improve access to Fuel Farm and Airport Electrical Vault. The vehicular access by Airport fuel trucks and maintenance vehicles to the fuel farm and Airport electrical vault is currently from the

parallel taxiway onto an unpaved granular road surface. This area has poor drainage and is a source of FOD being tracked onto the parallel taxiway.

B. Address Storm water ponding adjacent to the parallel taxiway. The relatively narrow strip of pavement between the parallel taxiway and the airport perimeter fence does not drain so that ponding occurs adjacent to the parallel taxiway. Re-grading of this area and/or installation of drainage infrastructure may be necessary.

C. Include the narrow strip of paving between the parallel taxiway and the restaurant. the fence of its parking area and the administration office/Federal Customs Building. This relatively narrow strip of paving is integral with the parallel taxiway and assuming that the pavement is in bad condition and nearing the end of its life should also be addressed as part of the Project.

D. Relocate Airport Perimeter Fence away from Taxiway Object Free Area. At the west end of the parallel taxiway, the airport perimeter fence is located right at the limit of the taxiway object free area forcing the Airport perimeter road to be within this object free area. The property south of this fence was obtained by the Airport as part of the property exchange related to the Gran Plaza Project. Following approval by the FAA to include this item, for a distance of about 400 feet, the airport security fence will be relocated southerly, far enough to allow the unpaved perimeter road to be graded along it and skirting around the taxiway object free area.

E. West End Run-Up Pad. A run up pad is shown at the west end of the parallel taxiway on the ALP. Consider inclusion of a portion of this run up for inclusion in the project as part of the fence/perimeter road relocation described above.

PART III - BASIC TASKS AND DELIVERABLES

1. General. As a part of the design process the scope includes coordination with the City, monthly progress reporting, coordinating site visits between the various members of the design team with the Airport, scheduling, meetings and coordinating with the FAA as necessary.

2. Pavement Evaluation and Design. The pavement evaluation and design must be performed in accordance with the most current version of FAA Advisory Circular 150/5320-6, *Airport Pavement Design and Evaluation*. Geotechnical investigations must be performed accordingly sampling the subgrade below the pavement via borings at the appropriate depths, performing soil tests on those soil samples in the laboratory to determine the pertinent soil properties. The number of borings is dependent on the pavement area or length involved and the number and type of tests based on the soil types encountered in the field. Pavement cores to determine pavement thickness must also be performed so as to determine the variations in the pavement structure and be able to quantify it for removal and replacement purposes since this has a significant effect on the cost of construction and should be reflected in the bid documents. Pavement cores should also be performed through any concrete areas to be removed in order to determine concrete thicknesses involved. Key tasks include:

- At 24 borings, 5 to 6.5 feet deep, measure pavement thickness (AC and AB), obtain soils samples and perform standard penetration tests at 2.5 and 5 feet depths per ASTM D1586 at select locations.

- Obtain bulk sample of subgrade. Backfill and patch with rapid set concrete or asphalt cold patch.
- Laboratory testing includes:
  - Plasticity Index (ASTM D4318)
  - Particle Size Analysis (ASTM D422)
  - Expansion Index (Swell) Test (ASTM D4829)
  - Moisture Density Relationship (ASTM D698
  - CBR Value (ASYM D1883)
  - Chemical Analysis used for Concrete mix proportions and corrosion protection
  - Stabilization Test using pH to Estimate the Soil-Lime Proportion (ASTM D6276)
  - Compressive strength of compacted soil-lime mixtures (ASTM D5102)
- Perform flexible pavement design to accommodate aircraft and truck loading (for various TI Indices).
- Prepare geotechnical report describing site conditions, field investigations, testing performed and results obtained, summary of engineering studies, recommendations and conclusions, soil boring logs and laboratory test results.

3. Topographic Surveys. The existing grades must be accurately surveyed to be able to create a representative 3-D surface of the existing condition and then be able to (1) design new grades that correct the roughness of the taxiway and provide optimal transverse grades for drainage and (2) calculate the earthwork and removal quantities involved with the new design grades. The topographic surveys must be detailed enough to pick up all grade breaks, edge conditions, structures that exist within the paved and unpaved areas as well as the surfaces beyond the perimeter of the construction limits, such as all connecting taxiways and adjacent pavement areas, to be able to design the new surfaces to tie into those interfacing surfaces all around. Surveys should also identify all utility features within the project limits and all drainage infrastructure. Surveys should also identify the location and configuration of existing striping so that a determination can be made if any changes to the striping needs to be made and for all new striping to tie into the existing striping that continues outside of the project limits. The surveyor will also establish at least three survey control points set in concrete to be left for use during construction. Surveys will be based on the Airport's survey control and grid system. Key tasks include:

- Coordinate survey requirements with survey team
- Establish onsite horizontal control and vertical control.
- Construct new control points (3 minimum)
- Provide pavement and/or dirt shot (elevations to 0.01 ft) at CL, and at 10', 20' 30' 40', 60' and 80' left and right of CL typical for all cross sections. Variations to this occur where fence interrupts at west end and at vicinity of buildings at east end.
- Provide two shots at EP – one for pavement and adjacent shot for dirt at drop-off.
- Locate and show grade breaks in dirt and/or paved areas.
- Locate and hosw edge lights with a shot of dirt at base of light, shot of top of light and any cocnrete encasement where exists.
- Locate and show signs: show all four corners of sign concrete pad top and adjacent dirt shots at each corner.
- Locate and show fence line with shots of dirt and any angle points in fence line.

- Locate and show drainage inlets, headwalls, etc. Top of grate, invert elevations, top of wall, ends of wall, etc.
- Locate face of buildings within coverage area with pavement or dirt shots at building exterior.
- Locate and show pavement markings (striping and lettering).
- Locate and show any utility poles, hand holes within coverage are. Clarify if shot is at center or at edge. Show size where applicable.
- Locate ans show top os slope at east end within coverage area.
- Locate and show edges of pavement (PCC or AC) within coverage area.
- Process Data and generate AutoCAD drawing with all data information. Create DTM surface file.

4. Research record drawings. The Airport's files include several past construction project plans. The design team will review all the plans available in an effort to determine what infrastructure exists within and around the Project area that should be noted on the plans for protection, relocation, joining into or other disposition as may be determined by the designs. It is anticipated that the plans may show infrastructure that was once installed but later removed and task would be to understand this as best as possible. Site visits to confirm existing surface conditions that may confirm underground conditions will no doubt have to be conducted. Major tasks include:

- Research records at Airport and on file at AE Consulting.
- Study the progression of the improvements constructed over the years and what may have been removed since.
- Prepare a composite utility plan and add to the topographic base plan
- Conduct site visit to inspect surface features that may confirm or negate record drawings.
- Modify base plan as necessary
- Include any special features to be included in topographic surveys

5. Preliminary Engineering Report. A Preliminary Engineering report will be prepared that details the goals and objectives of the project, describes the findings made (research and field), the site opportunities and constraints and addresses all the improvements in preliminary engineering fashion but in enough detail that clearly establishes the direction that the design team is headed before the plans are prepared. The report will therefore include the following sections:

Goals and Objectives
Data Collection
Taxiway Geometrics
Pavement Design
Grading and Drainage
Pavement Markings
Airfield Lighting and Signage impacts
Construction Safety and Phasing
Preliminary Construction Cost Estimate

The design team will submit the report to the City and the FAA in pdf format and respond to any review comments either may have. The design team will meet with the City as necessary to discuss findings and recommendations in the report as may be necessary.

6. Design Development – 70 Percent PS&Es. The design team will prepare 70 percent complete design plans and specifications and construction cost estimate for City review. The plans are expected to include about 36 sheets as follows:

1) Title sheet
2) General Notes Sheet
3) Construction Safety and Phasing Plan
4) Erosion Control Plan
5) Horizontal Control Plan
6) Taxiway Plan and Profiles (5 Sheets)
7) 7 Taxiway Intersection Details (3 Sheets)
8) Storm Drain Plan and Profiles (1 Sheet)
9) Storm Drain Details (1 Sheet)
10) Typical Sections and Details (3 Sheets)[1]
11) Miscellaneous Details (1 Sheet)
12) T Pavement Marking Plans (2 Sheets)
13) Pavement Marking Details (1 Sheet)
14) About 99 Cross Sections (8 Sheets)[2]
15) Electrical Plans (2 Sheets)
16) Electrical Details (1 Sheet)

[1] Details will be developed for the numerous edge conditions that existing around the site. These include paving at perimeter fence, paving at free edge needing separation, paving at free edge with FAA drop off, paving with new retaining condition at edge, paving interface at buildings (slab versus exterior wall, step or other landing surface, overhangs, equipment and bollards, etc.), paving interface with other surfaces (PCC and/or AC).

[2] Cross sections will be along the taxiway centerline to serve as grade control as well as to be able to generate earthwork quantities. Cross sections will exaggerate vertical scale and show (1) existing surface grades, (2) bottom of existing pavement section (depending on cores/borings), (3) new surface grades and (4) new top of subgrade. Pertinent stationing and elevations will be called out along the sections and labelling of above ground and underground features that are intersected by the cross sections also shown and labelled. Sections will be taken every 50 feet and at geometric changes of the taxiway. Cut and fill quantities for each section will be calculated and added to the Plans.

Technical Specifications in accordance with FAA standards will be prepared. Two dozen specification sections are anticipated.

The construction cost estimate will be prepared in bid schedule format and is expected to include between fifty and sixty items.

An additional site visit is anticipated during this phase of the design.

Electronic files of the 70% complete plans, specifications and estimate (PS&Es) will be submitted to the City for review. The construction safety and phasing plan (CSPP) will also be prepared for submittal to the FAA for their review at this time.

7. Final Engineering – 100 Percent PS&Es. Following receipt of review comments from the City and FAA on the 70% complete plans, specifications and estimates, we will provide responses to all comments and discuss such with the City as necessary before proceeding with the work towards completing the designs. A pdf set of the 100% complete PS&Es will be submitted to the City for review.

AE will meet with the City as necessary to discuss the progress of the designs at each milestone and will address all of City review comments. A final set of construction documents will be plotted, stamped and signed electronically and submitted to the City.

8. Bidding Assistance. Assist the City during bidding by attending and presenting the project at the pre-bid conference, reviewing and providing responses to bidders questions and preparing any addenda deemed necessary. Review bids and provide recommendation pertinent to award.

Prepare updated FAA grant application based on lowest responsible bidder approved by the City and FAA.

END

CALEXICO INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF PARALLEL TAXIWAY REHABILITATION
SCOPE AND FEE PROPOSAL

FEE BREAKDOWN

TASK DESCRIPTION	PM/PE $185	Engr $140	Des $100	ADMIN $75	ODC 1		SUBTOTAL
1 ASSIST CITY w/GRANT PRE-APP/CATEX and ACIP							
1.01 Coordinate with City and project Set-Up	4					$ 740	
1.02 Review previous documentation/reports	6					$ 1,110	
1.03 Research & Develop TW Pavement Life History	6			1		$ 1,185	
1.04 Prepare Evaluation Report - Justification/Need	8					$ 1,480	
1.05 Prepare Taxiway Pavement Exhibit	1	4	6			$ 1,345	
1.06 Prepare Extraordinary Circumstances	6	3		8		$ 2,130	
1.07 Construction Cost Estimate	6		4			$ 1,510	
1.08 Grant Pre-Application	4			1		$ 815	
1.09 ACIP Assistance	16	6	8	4		$ 4,900	
SUBTOTAL TASK 1							**$ 15,215**
2 DATA COLLECTION & DESIGN REPORT							
2.01 Survey Request/Specifications	4			2		$ 890	
2.02 Field Surveys	1			1	20033	$ 20,293	
2.03 Topographic Mapping and Base	2	4	5			$ 1,430	
2.04 Geotechnical Request	4			2		$ 890	
2.05 Geotech Investigations, Testing & Engineering	8			1	24702	$ 26,257	
2.06 Engineer's Site Visit and Inspections	12				270	$ 2,490	
2.07 Pavement Design Allternatives	2	8	4			$ 1,890	
2.08 Preliminary Taxiway Geometrics	4	16	16			$ 4,580	
2.09 Preliminary Grading and Drainage	4	8	8			$ 2,660	
2.10 Preliminary Fuel Farm Access Stabilization	4	8	8			$ 2,660	
2.11 Preliminary Fence Relocation and Run-Up Pad	8	8	8			$ 3,400	
2.12 Preliminary Pavement Markings	2	8	8			$ 2,290	
2.13 Preliminary Light/Sign Adjustments to Grade	4	8	16			$ 3,460	
2.14 Preliminary Construction Phasing	4	4	8			$ 2,100	
2.15 Preliminary Safety Plan	4	4	8			$ 2,100	
2.16 Prel Construction Cost Estimate	4	8	4	1		$ 2,335	
2.17 Prel Engineering Report	16	16	16	8		$ 7,400	
2.18 Repro and Deliveries	2	2	8	4	500	$ 2,250	
2.19 Presentation/Meetings	8			1	270	$ 1,825	
2.2 Project Management	14			1		$ 2,665	
SUBTOTAL TASK 2							**$ 93,865**
3 DESIGN DEVELOPMENT							
3.01 Title Sheet	1	2	4			$ 865	
3.02 General Notes/ Abbreviations/Controls	1	4	4			$ 1,145	
3.03 Project Layout Plan	2	4	8			$ 1,730	
3.04 Phasing and Safety Plans	8	8	16			$ 4,200	
3.05 Erosion Control Plan	2	4	8			$ 1,730	
3.06 Taxiway Plan and Profiles (5)	10	20	60			$ 10,650	
3.07 Taxiway Intersection (7) Detail Plans (3)	14	28	24			$ 8,910	
3.08 Storm Drain Plan and Profiles (1)	4	16	16			$ 4,580	
3.09 Storm Drain Details (1)	4	12	12			$ 3,620	
3.10 Typical Sections and Details	4	12	12			$ 3,620	
3.11 Miscellaneous Details	4	12	12			$ 3,620	
3.12 Pavement Marking Plans (3)	3	6	18			$ 3,195	
3.13 Cross Sections (99 Sections - 8 Shts)	18	36	100			$ 18,370	

AE CONSULTING, INC.
August 16, 2018

CALEXICO INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF PARALLEL TAXIWAY REHABILITATION
SCOPE AND FEE PROPOSAL

FEE BREAKDOWN

TASK DESCRIPTION	PM/PE $185	Engr $140	Des $100	ADMIN $75	ODC 1		
3.14 Electrical Plans (2)	16	24	40			$ 10,320	
3.15 Electrical Details	4	8	16			$ 3,460	
3.16 Specifications	24			8		$ 5,040	
3.17 Construction Cost Estimate	4	8	16	2		$ 3,610	
3.18 70% PS&Es Plot pdfs and deliver via email	1	2	2			$ 665	
3.19 Site Visit	8				270	$ 1,750	
3.20 Project Management	9			2		$ 1,815	
SUBTOTAL TASK 3							**$ 92,895**
4 FINAL ENGINEERING							
4.01 Title Sheet	0.5	1	2	0		$ 433	
4.02 General Notes/ Abbreviations/Controls	0.5	2	2	0		$ 573	
4.03 Project Layout Plan	1	2	4	0		$ 865	
4.04 Phasing and Safety Plan	4	4	8	0		$ 2,100	
4.05 Erosion Control Plan	1	2	4	0		$ 865	
4.06 Taxiway Plan and Profiles (5)	5	10	30	0		$ 5,325	
4.07 Taxiway Intersection (7) Detail Plans (3)	7	14	12	0		$ 4,455	
4.08 Storm Drain Plan and Profiles (1)	2	8	8	0		$ 2,290	
4.09 Storm Drain Details (1)	2	6	6	0		$ 1,810	
4.10 Typical Sections and Details	2	6	6	0		$ 1,810	
4.11 Miscellaneous Details	2	6	6	0		$ 1,810	
4.12 Pavement Marking Plans (3)	1.5	3	9	0		$ 1,598	
4.13 Cross Sections (8)	9	18	36	0		$ 7,785	
4.14 Electrical Plans (2)	8	12	20	0		$ 5,160	
4.15 Electrical Details	2	4	8	0		$ 1,730	
4.16 Specifications & Bid Documents	12	0	0	4		$ 2,520	
4.17 Construction Cost Estimate	2	4	8	1		$ 1,805	
4.18 Plot 95% Set and Present to City	8		4	1	370	$ 2,325	
4.19 Finalize PS&Es	8	8	16	0		$ 4,200	
4.20 Plot/Sign & Deliver Mylars for City Signature	2		4	1	270	$ 1,115	
4.21 Reproduction & Delivery up to 20 sets of plans				1	1750	$ 1,825	
4.22 Project Management	4					$ 740	
SUBTOTAL TASK 4							**$ 53,138**
5 BID PHASE							
5.01 Attend Pre-Bid Meeting	8				270	$ 1,750	
5.02 Respond to Bidders Questions	4	2				$ 1,020	
5.03 Prepare Addenda	2	4	4			$ 1,330	
5.04 Review Bids and Provide Recommendation	4					$ 740	
5.05 Update Grant Application based on Bid	4					$ 740	
SUBTOTAL TASK 5							**$ 5,580**
GRAND TOTAL DESIGN FEE						$ 260,693	$ 260,693

AE CONSULTING, INC.
August 16, 2018

AE Consulting, Inc.
AIRPORT ENGINEERING

143 Yorba Street
Tustin, CA 92780
(714) 573-0214 Tel
(714) 573-1214 Fax

HOURLY RATES AND CHARGES FOR PROFESSIONAL SERVICES

STANDARD HOURLY BILLING RATE SCHEDULE

Classification	Rate
Principal Engineer	$185
Project Manager	$185
Senior Engineer	$165
Engineer	$140
Senior Designer	$125
Designer	$100
CADD Operator	$ 90
Administrative Support	$ 75

EXPENSES AND CHARGES

Communications – No charge for long distance phone calls within the US. Overseas calls will be charged at cost plus 10%.

Deliveries – Delivery charges will be billed at actual cost plus 15%.

Reproductions - Reproduction charges will be billed at actual cost plus 15%.

Travel – All expenses for airfare, automobile rental, hotel lodging, sustenance, commercial services and incidental expenses will be billed at actual cost plus 5%. Automobile mileage will be billed at 65¢ per mile

Subcontractors – For services rendered by others as subcontractors for surveying, soil borings, pavement testing, subsurface investigations, laboratory testing or other activities requested will be billed at actual cost plus 15%.

Rates are in US Dollars. The rates and charges shown above are in effect until December 31, 2018 and are subject to revision thereafter. All above rates and charges are subject to project specific proposals, agreements and contracts.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 7th day of November, 2018, 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, 2021. 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 miscondust in the performance of services under this Agreement. The Consultant's duty to hold harmless and indemnity 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

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:	AE Consulting, Inc. 143 Yorba Street Tustin, CA 92780

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:

_____
David B. Dale
City Manager

CONSULTANT:

_____
Peter D. Bonello
P.E.

APPROVED AS TO FORM:

_____
Carlos Campos
City Attorney

ATTEST:

_____
Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated 08/16/18)

EXHIBIT B

SCHEDULE OF CHARGES

(schedule dated 08/16/18)

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 _____, 2018, at_____, California.

_____
Consultant