

**AGENDA
ITEM**

14



CITY COUNCIL AGENDA STAFF REPORT

DATE: December 4, 2024

TO: Mayor and City Council

APPROVED BY: Juan Contreras, Acting City Manager *JAC*

REVIEWED BY: Sandra L. Fonseca, Interim Finance Director *SF*

PREPARED BY: Lilliana Falomir, Public Works Manager - Administrative *LFalomir*

SUBJECT: Informational Item: Adrian C. Cordova Memorial Park Speed Humps.

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Recommendation:

Informational Item: Adrian C. Cordova Memorial Park Speed Humps.

Background:

On October 25, 2024, City staff requested a proposal from Kimley-Horn for civil engineering services for the installation of speed humps on Zapata Street, Clinton Avenue and Meadows Drive which are streets adjacent to Adrian C. Cordovia Memorial Park. On November 7, 2024, Kimley-Horn submitted the proposal in the amount of \$14,500.00. Please note that Kimley-Horn is the engineering firm the prepared the plans and specifications for Adrian C. Cordova Memorial Park.

Discussion and Analysis:

On November 21, 2024, City staff submitted a requisition to Finance Department to hire Kimley-Horn to provide civil engineering services for the installation of speed humps on Zapata Street, Clinton Avenue and Meadows Drive. Please note that once a purchase order has been issued, Kimley-Horn will complete the plans, specifications, and opinion of probable construction cost (OPCC) in approximately 2 months. Once the plans and specifications are finalized, they will be brought to the City Council for review and consideration before going out to bid.

Fiscal Impact:

Capital Improvement Program Budgeted Item for FY 2024-2025	
Fund No. 261-90-978-56000-000 (Design Phase)	\$14,500.00
Total	\$14,500.00

Coordinated With:

City Manager's Office.
Finance Department.
Public Works Department.

Attachment(s):

1. Requisition for Kimley-Horn dated 11/21/24.

ATTACHMENT NO. 1



City of Calexico

608 Heber Avenue • Calexico • California • 92231 • Finance Department • (760)768-2133 or Fax (760)768-2125

REQUISITION

Date: 11/21/24

Department: PUBLIC WORKS
Budget Unit: 261-90-978

Purchase Order #

Vendor NO. 12120

Requisition Amount: 14,500.00

Account Balance: _____

Vendor Name: KIMLEY-HORN
Address: AND ASSOCIATES, INC.
401 B STREET, STE 600
SAN DIEGO, CA 92101

Business License No. _____
(If applicable)

BILL TO: **CITY OF CALEXICO**
608 HEBER AVENUE
CALEXICO, CA 92231

SHIP TO: 608 HEBER AVENUE
(Street Address)

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT COST	TOTAL AMOUNT	ACCOUNT NO.
1	CORDOVA PARK ROAD LUMPS PROJECT MANAGEMENT AGREEMENT	EA	1	\$14,500.00	\$14,500.00	261 90 978 56003 000
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

SUBTOTAL **\$14,500.00**

Shipping charges **\$0.00**

Handling charges **\$0.00**

Insurance **\$0.00**

\$0.00

TOTAL DUE **\$14,500.00**

Lilliana Falomir, Public Works Manager
Ordered by

Lilliana Falomir, Public Works Manager

Tax rate

Juan Contreras, Acting City Manger

Sandy Fonseca, Interim Finance Director

NOTICE TO VENDORS

Please be advised the Finance Department must receive the original invoice and if your business is subject to a City of Calexico Business License, the license must be current to process payment.



November 7, 2024

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

Re: *Task Order Proposal for Cordova Park Road Lumps*

Dear Ms. Falomir:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter proposal (the "Proposal") to City of Calexico (the "Client") for providing civil engineering services for the Cordova Park Road Lumps design and construction documents (CDs) within the City of Calexico, California.

Project Understanding

It is understood that the City of Calexico is installing road lumps along three (3) streets adjacent the Adrian C. Cordova Park.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management, QA/QC, and Accounting

The Kimley-Horn team will coordinate with the City regarding scope, schedule, and anticipated deliverables. Kimley-Horn will perform Quality Control reviews of construction documents prior to submitting to the City for completeness and correctness. Kimley-Horn will prepare invoices throughout the project duration. It is assumed that the project design will last up to two (2) months and one invoice per month will be issued.

Project management, QA/QC, and accounting support beyond the scope described herein will be considered an additional service.

Task 2 – 90% PS&E

Kimley-Horn will prepare 90% civil engineering construction drawings (CDs) for the project utilizing Nearmap imagery. The 90% design and plans will be performed in AutoCAD Civil 3D 2024. Proposed road lumps will be controlled using a Northing/Easting point along with dimensions. Existing roadway centerlines will not be created or required. The 90% layout will include road lumps along the following streets:

- Meadows Drive between Clinton Avenue and Taft Avenue
- Clinton Avenue between E Zapata Street and Meadows Drive

- E Zapata Street between Clinton Avenue and Ford Avenue

The 90% construction drawings required are assumed to be as follows:

- (1) Cover Sheet
- (1) Notes and Details Sheet
- (1) Demolition Sheet
- (1) Improvement/Striping Plans

It is assumed that no traffic study, pavement rehabilitation and/or striping improvements beyond the road lumps, or traffic control is required.

A 90% Opinion of Probable Construction Cost (OPCC) will be provided to the City. Kimley-Horn will prepare 90% special provisions per City's format for this project. City to provide standard specifications template for use.

90% PS&E beyond the scope described herein will be considered an additional service.

Deliverables: 90% Construction Drawings (PDF)

90% Specifications (Microsoft Word format)

90% Opinion of Probable Cost (OPCC) (PDF)

Task 3 – Final PS&E

Revisions to the plans based on the City's 90% submittal review comments will be incorporated into the final construction documents. Kimley-Horn will attend up to one (1) comment resolution meeting, up to one (1) hour, as part of this task. Kimley-Horn will prepare and submit comment responses in the same format that consolidated comments are provided by the City.

The 90% Opinion of Probable Construction Cost (OPCC) will be updated and a final OPCC will be included in the final submittal. The project specifications will be updated, as needed, for inclusion in the final submittal package.

Final PS&E beyond the scope described herein will be considered an additional service.

Based on the approved Final Design CDs, Kimley-Horn will prepare signed plans for use in bidding.

Deliverables: Signed Bid Ready Construction Drawings (PDF)

Final Specifications (PDF)

Final Opinion of Probable Cost (OPCC)

Final Response to Comments (PDF)

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Public meetings, outreach, and/or presentations to boards, council, etc.
- Bid and construction support
- Traffic study
- Retaining wall design and/or calculations
- Structural design, review and/or calculations
- Traffic engineering and studies and/or Traffic Control Plans
- Topographic Survey

Exclusions

Any other services, including but not limited to the following, are not included in this Agreement:

- Geotechnical Report and/or Pavement Section Design
- Hazardous and remediation services
- Dry utility research, studies, design and/or coordination
- Construction staking survey
- Boundary survey and mapping services
- Potholing for existing utilities
- Utility relocations

Fee and Expenses

Kimley-Horn will complete Tasks 1 – 3 for the total lump sum fee shown below. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Description	Amount
1	Project Management, QA/QC, and Accounting	\$2,500
2	90% PS&E	\$9,500
3	Final PS&E	\$2,500
Total Lump Sum Fee		\$14,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

City of Calexico

Kimley-Horn and Associates, Inc

SIGNED: _____



PRINTED NAME: _____

Megan Ulery, PE, LEED AP

TITLE: _____

RCE# 73385

DATE: _____

November 7, 2024



KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

1) Kimley-Horn's Scope of Services and Additional Services. Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

- a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
- d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
- e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
- f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
- h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) Period of Services. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) Method of Payment. Client shall pay Kimley-Horn as follows:

a. Invoices will be submitted periodically for services performed and expenses incurred. Invoices are due and payable upon presentation. Client shall pay Kimley-Horn a time price differential of one and one-half percent (1.5%) of the outstanding amount of each invoice that is overdue for more than 30 days. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. If the Client fails to make any payment due under this or any other agreement within 30 days after presentation, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid, and may commence legal proceedings including filing liens to secure payment.

b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.

Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104

Account Number: 2073089159554

ABA#: 121000248

Kimley»Horn

c. The Client will send the project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.

e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) Use of Deliverables. All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) Intellectual Property. Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/kh-ts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

7) Opinions of Cost. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

Kimley»Horn

9) Standard of Care. The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) Construction Costs. Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) Certifications. All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) Dispute Resolution. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) Construction Phase Services.

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.

b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

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c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) Confidentiality. The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of California. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.