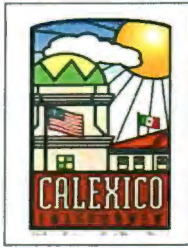


**AGENDA
ITEM**

9



AGENDA STAFF REPORT

DATE: December 21, 2022

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager *Esperanza Colio Warren*

REVIEWED BY: Sandra L. Fonseca, Interim City Manager *SF*

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

SUBJECT: Authorize City Manager to Sign Agreement of Professional Services between Dynamic Consulting Engineers, Inc. and the City of Calexico in the Amount of \$192,574.84 for Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II and III.

=====

Recommendation:

Authorize City Manager to Sign Agreement of Professional Services between Dynamic Consulting Engineers, Inc. and the City of Calexico in the amount of \$192,574.84 for Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II and III.

Background:

The Imperial County Air Pollution Control District (ICAPCD) received a federal grant through the Environmental Protection Agency (EPA) 2021 Targeted Airshed Grant Program to assist the City of Calexico to pave approximately 3.46 miles of unpaved alleyways in Calexico in an attempt to mitigate PM10 and PM2.5.

On December 1, 2021 and March 16, 2022, the City Council of the City of Calexico authorized the City Manager to enter into a Funding Agreement with ICAPCD for the Alleyway Paving Project.

Discussion & Analysis:

On September 20, 2022, the City of Calexico Public Works Department requested proposals from qualified and experienced construction management and field inspection professionals to provide Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II and III.



On October 18, 2022, the Office of the City Clerk received three (3) proposals:

#	Company	Amount
1	Nicklaus Engineering, Inc.	\$181,583.50
2	Dynamic Consulting Engineers, Inc.	\$192,574.84
3	The Holt Group, Inc.	\$538,590.00

After receipt of all proposals, City staff evaluated the written proposals and rank them accordingly. The firm that scored the highest was Dynamic Consulting Engineers, Inc. based on the following factors:

- Experience with similar construction management, geotechnical and construction inspection work
- Familiarity and/or specific experience with local, state and federal project procedures

City staff recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement of Professional Services with Dynamic Consulting Engineers, Inc. for Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II and III.

Alley Improvement Project – Phase I, II and III Budget		
Project Management and Administration		\$185,328.00
Construction		
Phase I	Pyramid Construction & Aggregates, Inc.	\$820,565.00
Phase I, II and II	Dynamic Consulting Engineers	\$192,574.84
Phase II and III	To Be Determined	\$2,151,903.16
Total Federal Grant		\$3,350,371.00

Fiscal Impact:

Capital Improvement Program Budgeted Item for FY 2022-2023	
Fund No. 412-91-903-56003-000	\$192,574.84
Total	\$192,574.84

Coordinated With:

City Manager's Office.
 Public Works Department.
 Imperial County Air Pollution Control District.

Attachment(s):

1. Agreement of Professional Services between Dynamic Consulting Engineers, Inc. and City of Calexico.
2. Request for Proposal for Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II and III.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 21st day of December, 2022, by and between the City of Calexico ("City") and Dynamic Consulting Engineers ("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, 2023. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further

compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence,

willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- i. **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: Dynamic Consulting Engineers
2415 Imperial Business Park Drive, Suite B
Imperial, CA 92251

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.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF CALEXICO:

CONSULTANT:

Esperanza Colio Warren
City Manager

Carlos Beltran, P.E.
Dynamic Consulting Engineers, Inc.

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

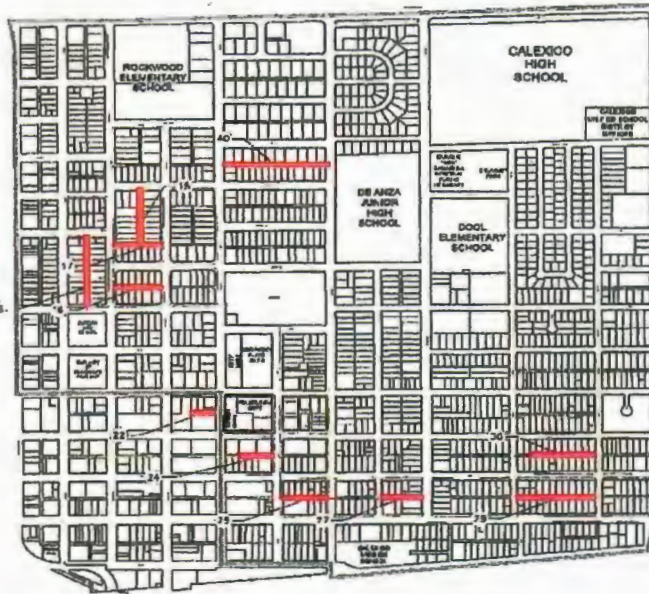
Gabriela Garcia
City Clerk

EXHIBIT A
SCOPE OF SERVICES
(proposal dated October 18, 2022)

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE I, 2 & 3", IN THE CITY OF CALEXICO, CA

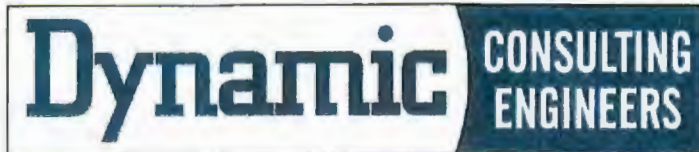
CITY OF CALEXICO

Department of Public Works



10/18/2022

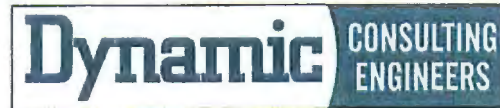
CITY OF CALEXICO PUBLIC WORKS



PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE I, 2 &3", IN THE CITY OF CALEXICO, CA

October 18, 2022

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



SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE I, 2 &3", IN THE CITY OF CALEXICO, CA

Dynamic Consulting Engineers, Inc. (DCE) appreciates the opportunity to present this proposal to the City of Calexico Public Works Department. **Dynamic Consulting Engineers, Inc. has teamed up with Sierra MTI** to provide the City with an exceptional team with extensive experience with similar projects in Imperial Valley. **Labor Compliance Consultants of Southern California** will provide labor compliance services for this project. DCE is a Disadvantaged Business Enterprise (DBE), which can help with the City's DBE goals on the project.

Our team has extensive experience in resident engineering and construction management of similar federally funded projects and can assure the City that the proper procedures, documentation and filing will occur to maintain the funding for this and future projects. Our team will assure the City of Calexico that this City administered project will be constructed in substantial compliance with the Plans and Specifications and that all funding agency requirements are met. Our Construction Management team has successfully provided CM and Inspection services on federal funded projects to several local public agencies including the County of Imperial Public Works Department.

DCE recently provided Construction Management and Inspection Services for the **City of Holtville Cedar Avenue Improvements Project**. This project included demolition and new construction of street improvements.

In closing, we are excited about the possibility of serving you. We feel strongly we can provide you with the service you require on this project. Thank you for your consideration. If there are any questions or comments please feel free to contact me at (760) 545-0162.

Sincerely,


Carlos Beltran, PE
Principal Engineer
Dynamic Consulting Engineers, Inc.

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INTRODUCTION AND PROJECT UNDERSTANDING

The City of Calexico Department of Public Works is requesting proposals from qualified and experienced construction management and field inspection professionals to provide Resident Engineer and Construction Inspection Services for the above-mentioned project. The services are anticipated to be full time for the duration of the construction work.

Project Background

The City of Calexico is proposing to pave approximately 3.46 miles of unpaved alleyways in Calexico. The Alley Improvement Project – Phase I, II & III will consist of grading base and subgrade preparation for installation of class II base, remove and replace concrete curb and gutter, driveways, surveying work, utility adjustments and traffic control. There are sections of gutter that do not have a proper drainage slope, consequently, the contractor's surveyor must survey these areas to provide a positive flow profile so the street can drain by gravity

Contract Administration Procedures

The purpose of the Proposal is to provide the City Public Works Department with the assurance that this City administered project is constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions (where applicable) required due to the specific funding requirements are adhered to. An important objective is to maintain a level of high quality Resident Engineer and Construction Inspection services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. It will be critical on this project to provide prevailing wage services. This includes providing prevailing wage training seminar to the Prime Contractor and Subcontractors, reviewing certified payrolls for proper labor classification/wages, EEO monitoring, reviewing correlation of payrolls and extra work billings, review of placement of proper posters, investigations, recommending possible deductions for violations and discrepancies, conducting field interviews and site audits. Keeping the prevailing wage files in order will be critical.

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE 1, 2 &3", IN THE CITY OF CALEXICO, CA

The Resident Engineer is very familiar with the project and will become very familiar with the project files to ensure that any questions from Caltrans during an audit can be answered. Documents will be filed correctly and indexed for quick reference.

The project will be administered per the LAPM chapter 16. This includes reviewing working days, contract time requirements, documenting time extensions. The Engineer's Daily Reports will be per 16-C in the LAPM. DCE will complete Exhibit 16-A, "Weekly Statement of Working Days" form CEM-2701 on a weekly basis.

The work will be inspected to assure compliance with the contract documents, plans and specifications. Deviations will promptly be brought to the contractor's attention. Material samples will be taken, and tests performed as noted in Section 16.14 of the LAPM or in accordance with the City's Quality Assurance Program. DCE will record the engineer's and inspector's activities, as noted in Section 16.7 of the LAPM.

Dynamic Consulting Engineers, Inc. "the DCE Difference"

There are many professional firms that can provide Construction Management and Inspection Services. But no two companies are the same. At DCE we go above and beyond to assure the project is completed per the plans and specifications with minimal impacts to the community. Our team of Construction Managers and Inspectors get closely involved with the community, especially with residents and local businesses located along the project to inform them of the construction activities and the impacts to their daily activities and/or operations. We maintain effective communication with the residents and local business and listen to their concerns. This minimizes or avoids potential complaints to the City from impacts due to construction activities. We will work closely with the Contractor, the City and the community to assure the project progresses as efficiently as possible. Our Construction Manager and Inspector are both fluent in English and Spanish and can communicate effectively with local businesses, local residents, local schools and all agencies affected by the construction activities. DCE will oversee the project site to make sure the contractor is providing a safe work environment for all construction workers as well as safe environment for vehicular traffic and pedestrian traffic. DCE understand safety is imperative in every project and a priority to the City.

DCE's Construction Manager/RE and Inspector have extensive experience working on street improvement projects throughout the Imperial Valley. DCE's team has worked and continues to work extremely well with local public agencies on impacts to their facilities. DCE has worked well with IID Energy Department coordinating relocation of existing power poles and power lines. Also, DCE has worked well with IID on scheduling the holding of power poles

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE I, 2 & 3", IN THE CITY OF CALEXICO, CA

during excavations near existing power poles. DCE is very familiar with IID requirements and the advance notices needed for any work on their utilities.

DCE's team has also worked with IID Water Department in relocating IID canals and drainage facilities and Real Estate department for encroachment applications. DCE also has worked and coordinated numerous projects with AT&T, SoCal Gas, Spectrum and other communication agencies.

DCE also has the ability to provide design services for any changes to the project the City feels a need for, or if it will benefit the project. DCE can quickly provide design services for street improvements, storm drain, water and sewer services.

PROPOSED SCOPE OF WORK

- DCE will assist the City in all phases to get the project from completed engineering plans through construction. This includes review of contractor's initial schedule, preparing the agenda and attending the preconstruction meeting. The meeting will be per Chapter 16.4 of the LAPM. DCE will write the meeting minutes and distribute to the participants. Additional meetings with the Contractor prior to construction may be necessary to ensure a good start to the project. DCE will identify any issues, schedule and attend any such meetings.
- DCE will assist with the City with submittal reviews.
- **DCE will provide certification letters to the City for Subgrade and Class II Base**
- DCE will coordinate construction activities between the Contractor, City, Imperial Irrigation District, Gas Company, Time Warner Cable, AT&T, GSA, Local Businesses, Local residents and other utilities as necessary. DCE has extensive experience working with local agencies. DCE will coordinate construction with these agencies who will be invited to the pre-construction meeting for any input as to existing or proposed utilities in the area or traffic impacts. DCE will be the point of contact for the project and will convey all pertinent information to the City. DCE will keep daily reports with photographs of construction and provide weekly progress reports to City staff. At the conclusion of the project the project files and photos will be delivered to the City.
- DCE will verify contractor's work is being completed according to plans and specifications (checking grade on subgrade, base, asphalt, and other improvements as necessary).
- The City or Contractor will provide surveying and staking. DCE has a Registered Land Surveyor on staff who will cross-check the grades supplied by the City or the contractor for all improvements to insure compliance with the plans and specifications. Construction will be observed at all times to insure compliance with the plans and specifications, the schedule and

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE 1, 2 & 3", IN THE CITY OF CALEXICO, CA

the traffic control plan. DCE will assure that the work complies with all Addendums issued on the project.

- DCE will coordinate geotechnical services as required per the City's QAP. The Geotechnical Engineering consulting firm is part of the DCE team assembled for this project and it is Caltrans Certified (documentation of such will be placed in the files). The Geotechnical Consultant will be invited to the preconstruction meeting to facilitate communication in the field. DCE will coordinate the services which include production plant testing, onsite material testing, compaction testing, concrete cylinder testing and assist in processing submittal for mix designs for asphalt and concrete. The asphalt will be tested and verified that it is constructed per the approved mix design and is installed according to the plans and specifications. The base material will be verified that it meets the approved mix design and specifications. The type and number of inspections and tests shall be done in accordance with the City's Quality Assurance Program (QAP). The geotechnical consultant's familiar with Caltrans testing and will be certified as required by the City's QAP.
- The Resident Engineer (RE) will prepare the "Weekly Statement of Working Days" (Exhibit 16-A) and will keep daily reports on Exhibit 16-C "Resident and Assistant Engineer's Daily Report". Photos will be printed and attached to the reports. In addition, a weekly overview of the project will be completed by the Resident Engineer and placed in the files.
- The RE will review the pay applications from the contractor and compare to the daily reports of the resident engineer. Any discrepancies will be resolved with the Contractor prior to sending the applications to the City for payment. The final pay application will conform to the format in Exhibit 17-D of the LAPM.
- DCE will coordinate notices for impacts due to construction related activities and arrange and attend meetings with local businesses, local residents, nearby schools, public and public safety agencies as deemed necessary. DCE will give notice to the school and all local agencies of the project schedule in the initial phases. As road closures and detours are scheduled the local businesses, school and agencies will be provided with the traffic control plan and proposed times of closures. DCE has members on staff who speak both fluent English and Spanish to communicate with local businesses and local residents as needed.
- DCE will review traffic control plans submitted by Contractor for approval. DCE will help coordinate all road closures if necessary. DCE will follow the procedures in Section 16.15 "Claims" if there are contractor claims. DCE will fill out from 16-U, "Notice of Potential Claim" if there is a possibility of a claim.
- DCE will assist in processing the RFI's. DCE will review change order requests and claims from the Contractor and will make recommendations to the City. Any change orders will be in accordance with the LAPM.
- DCE will coordinate construction progress meetings during construction as necessary. DCE will prepare agendas, schedule and attend construction meetings. It is anticipated that bimonthly construction meetings will be necessary.

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- DCE is very familiar with the Local Assistance Procedures Manual. DCE will assist in maintaining the correct files in a three-ring binder. All LAPM and paperwork required will be processed and filed correctly with indexes for ease of use. DCE will insure that the contractor is providing all necessary paperwork on a timely basis.
- DCE and Labor Compliance Consultants of Southern California will verify contractor compliance with the prevailing wage (per LAPM 16.11 "Labor Compliance") and EEO requirements for the project. This includes interviews per Exhibit 16-N (or 16-P for Spanish) of the LAPM (one per week per trade). A subconsultant who specializes in this type of work will be used. DCE will assist the City with DBE compliance documentation.
- DCE will collect from the contractor - Exhibit 16-Z, "DBE Trucking Verification"
- DCE will prepare a detailed project summary. This project summary shall include a brief detailing of the dates of bid release, bid opening, dates of issue of Notice to Proceed to Contractor and Consultant, number of working days, and a brief detailing of the project. Items to be listed include requests for information, all construction progress pay estimates and payments, all material testing costs, final detail estimates and change order summaries, project begin and end dates, and date of recording as a completed project. Photographs that document the status of the project prior to construction, during construction, and after construction shall be included. This project summary is also to be provided in a three (3) ring binder as well as in Portable Document Format (PDF) format on a CD-ROM or DVD disc.
- DCE will assist the City with the As-Built Plans from the Contractor. The Inspector will review the As-Builts (per LAPM chapter 17.4) with the Contractor as construction progresses to ensure that they are correct before submitting to the City.
- DCE will attend meetings for post construction reviews, inspections, and audits of the project files.
- DCE will assist the City with the preparation of the "Report of Expenditures" per the LAPM Chapter 17.5. This is required to be accomplished within six months of project completion. DCE will prepare the Exhibit 17-A "Federal Report of Expenditures Checklist" for the City. The City will prepare the required cover letter. DCE will prepare the Final Inspection Form FIF-6/05 (Exhibit 17-C) as a part of the Report of Expenditures.
- DCE will prepare Exhibit 17-0, Disadvantaged Business Enterprises (DBE) Certification Status Change form at the conclusion of the project.
- DCE will prepare Exhibit 17-G, Materials Certificate, at the conclusion of the project.

SUMMARY OF TEAM QUALIFICATIONS AND EXPERIENCE

Company information



Dynamic Consulting Engineers, Inc. is pleased to present this proposal and summary of qualifications from DCE and our sub-consultants to the City of Calexico Public Works Department.

Dynamic Consulting Engineers, Inc. (DCE) is a local firm based in the Imperial Valley. DCE has a simple, yet efficient company structure, which stresses client satisfaction, quality project management, and efficient technical excellence.

Dynamic Consulting Engineers, Inc. (DCE) is a California Corporation. DCE office is located at: 2415 Imperial Business Park Dr., Suite B, Imperial California 92251. All work is anticipated to be performed at the project site and at the DCE Imperial office. DCE currently has 10 engineers, surveyors, construction managers, inspectors and office administrators on staff.

Dynamic Consulting Engineers, Inc. is certified by the State Department of Transportation as a **Disadvantaged Business Enterprise** (DBE No. 37931).
Federal Tax ID Number 26-1842803

Company Owners

Carlos Beltran, P.E. (50%), Principal Engineer, cbeltran@dceinc.pro (760) 554-0965
David Beltran, P.L.S. (50%), Lead Surveyor, dbeltran@dceinc.pro (760) 554-4521

Dynamic Consulting Engineers, Inc. carries:
\$2,000,000 General Liability Insurance, \$2,000,000 Professional Liability Insurance (E&O)
\$1,000,000 Automobile Insurance, \$1,000,000 Workers Compensation Insurance

DCE complies with all applicable laws regarding affirmative action and equal opportunity employment and does not discriminate against anyone based on age, color, disability, national origin, race, religion, sex, sexual orientation, handicap and status as a veteran or disabled veteran.

Dynamic Consulting Engineers, Inc.



FIRM OVERVIEW

Dynamic Consulting Engineers, Inc. (DCE) is a professional corporation that provides multidisciplinary engineering, land surveying and construction management services. DCE professional engineers and professional land surveyors have substantial experience working in large scale capital improvement projects throughout Imperial County. DCE continues to provide exceptional service to the public and private sectors and continues to work well with local public agencies.

EXPERIENCE AND SERVICES

DCE has maintained a great working relationship with local public agencies including The City of Calexico, Imperial County, IID Water and Power and local Utility Companies.

CIVIL ENGINEERING

- Street Improvements
- Grading and Drainage Design
- Hydrology and Hydraulic Studies
- Improvement Plans and Construction Documentation
- Design of Pipelines and Open Channels
- Design of Hydraulic Structures

LAND SURVEYING

- Boundary and Topographic Survey Maps
- Tentative Maps and Parcel Maps
- Tract Maps and Record of Surveys
- Global Positioning Surveying (GPS)
- Right of Way Mapping and Engineering
- ALTA/ACSM Land Title Surveys
- Level Loops and As-built Surveys
- Construction Staking

Value Added to Project Team

- ✓ Project Managers have over 17 years of civil design experience in Imperial County
- ✓ Currently providing On-Call Professional Services for Several Local municipalities
- ✓ Strong understanding of County and City road standards, guidelines, and policies
- ✓ Utility coordination on numerous projects throughout Imperial County
- ✓ Strong understanding of Imperial Irrigation District Canal and Drainage Systems, and Standards and Guidelines
- ✓ Locally based in Imperial County for rapid response

Imperial Valley Project Experience	Current On-Call Contracts
<ul style="list-style-type: none"> • City of Holtville _ Alamo River Bridge and Bike Path CAM and Inspections • City of Calexico – Town Center Street Improvements Design • City of Calexico – 5th Street Water Line Design • County of Imperial - CAC 9th Street Parking Lot • IID/Fish and Wildlife – Red Hill Bay Shallow Water Habitat Project 	<ul style="list-style-type: none"> • On-Call Professional Services – City of El Centro • On-Call Professional Services – City of Brawley • On-Call Professional Services – County of Imperial • On-Call Professional Services – City of Imperial

Company Information

BACKGROUND

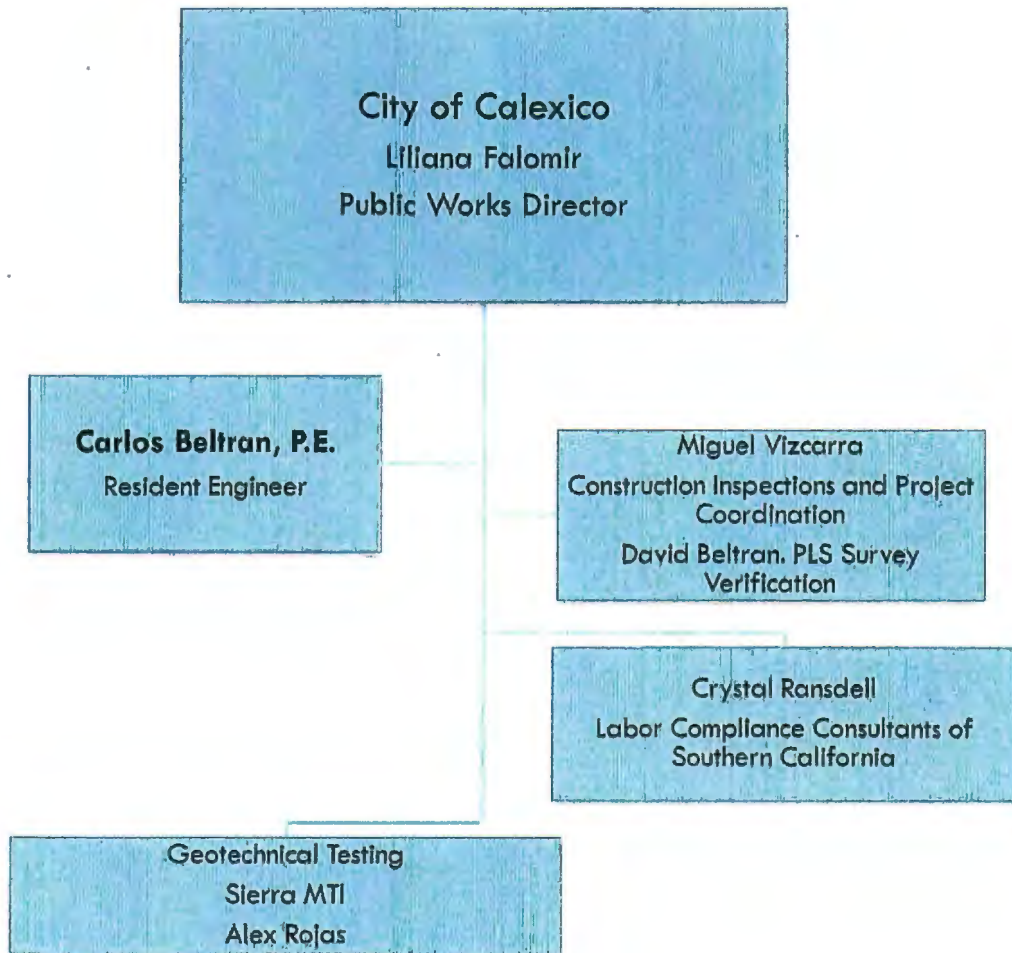
Sierra Material Testing & Inspection, Inc. (Sierra MTI) is a privately owned California Corporation. We are a highly qualified, local geotechnical engineering firm that provides geotechnical engineering, materials testing and inspections in the Imperial Valley. Sierra MTI's local office in El Centro is staffed by local engineers and technicians that have provided the requested services for over 15 years to clients, such as, the Imperial Irrigation District, County of Imperial, City of El Centro, City of Calexico, City of Imperial, El Centro Union High School District, El Centro Elementary School District, Calexico Union School District, private consultants, and developers doing work in and around the Imperial Valley. The experience Sierra MTI's staff has in Imperial Valley provides the following advantages:

- Local firm with local employees including registered professional engineers
- Local laboratory certified by Caltrans, ASTM and AASHTO
- Extensive experience with local geologic and seismic conditions
- Extensive experience working with local public agencies since 1999 that has resulted in an excellent working relationship with their staff and a vast knowledge of their Infrastructure.
- An established history of prompt responses to our clients requests
- Bilingual staff.

We are equipped with the right personnel who are proactive, solutions oriented with significant and relevant project experience that are able to resolve any potential issues. Our senior staff and inspectors' experience aids tremendously in seeing the big picture, anticipating problems and keeping a project moving to a successful completion. Our team maintains effective communication between your company and contractor to assure the project is design/constructed according to the technical specifications, budget, and schedule. Our certified inspectors are well managed by our staff of Professional Civil and Geotechnical Engineers. The management team will maintain organization of office documentation including logs, field reports, request for information (RFI) and miscellaneous correspondence.



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Proposed Project Personnel

DCE proposes that Carlos Beltran, P.E. be the Resident Engineer. David Beltran, PLS, will provide surveying and grade checking support as needed. Miguel Vizcarra (Dynamic Consulting Engineers) will provide full time construction inspections. Sierra MTI will provide Material Testing and Labor Compliance Consultants of Southern CA will provide labor compliance.



Education

B.S. Civil Engineering,
University of California Los
Angeles (UCLA)

Registrations

Professional Engineer, Civil,
CA, No. 69121

Years of Experience

22 years

Carlos Beltran, PE

Construction Management and Resident Engineer

Carlos Beltran is a cofounder of Dynamic Consulting Engineers and has been providing project management and engineering services in both the private and public sectors of the civil engineering industry. His professional and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering. Carlos is one of the principals at Dynamic Consulting Engineers and is responsible for project management and design of street improvement projects, water and sewer improvement projects, preparation of grading and drainage plans and the preparation of hydrology and hydraulic reports. Mr. Beltran has substantial **experience working in municipal projects throughout Imperial County**. Mr. Beltran is very knowledgeable of the local agencies and Caltrans standards and specifications as well as the County of Imperial Standards and Specifications.

Project Experience

City of Imperial Dogwood Road and Aten Road Signalization Project in Imperial, CA. Federally Funded Project CMAQ-5134 (017) Mr. Beltran provided Resident Engineering and Construction Management services for this project. The project included new asphalt concrete, installation of new curb returns, and installation of a new signal light with a construction cost of \$900,000. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM). **Granite Construction was the Contractor on this project.**

County of Imperial Department of Public Works, LTA Phase II-A AC Overlay Improvements of Various County Roads in Imperial County, CA. Mr. Beltran provided Resident Engineering services for this project. The project included new asphalt concrete overlay over the existing roadway pavements with a value in excess of \$1,900,000. The work included grinding existing asphalt concrete pavement and installing two (2) inches to three (3) inches of conventional asphalt concrete overlay. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM).

City of Imperial Neckel Road and State Highway 86 Signalization Project in Imperial, CA. Federally Funded Project HSIP-5134 (013). Mr. Beltran is currently providing Resident Engineering and Construction Management services for this project. The project includes new asphalt concrete, installation of new curb returns, extension of left turn lanes, widening of existing roads and installation of a new signal light with a construction cost of \$850,000. RE services include preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project is being administered per the Caltrans Local Assistance Procedures Manual (LAPM). **Hai Hays Inc Construction is the Contractor on this project.**

City of Holtville, Wastewater Outline Pipeline and Residential Wastewater Pipelines Replacement Project, CA. Mr. Beltran provided Resident Engineering and Construction Management Services for this Project. The project included the installation of a 3.2 mile long 18 inch diameter sanitary sewer pipeline, and involved extensive dewatering since the sewer line was over 12 ft. deep at several locations. This project was funded by NADBank and USDA. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders.

City of El Centro, Engineering/Construction Management of Town Center Street Improvements, CA. Mr. Beltran was the Lead Designer for this project that included design plans and specifications for water distribution

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system, sanitary sewer collection system, storm water collection system, street improvements plans, street rehabilitation plans, traffic signal lights at the intersection of 8th Street and Cruickshank. The striping and signage plans and SWPPP were prepared and Inspected by DCE. The specifications were prepared per City of El Centro and Economic Development Administration requirements.

Imperial Irrigation District/Caltrans, Brawley Bypass Phase III Utility Relocation Project, CA. Mr. Beltran provided Construction Management and Inspection Services for the relocation of IID Canals and Drains to accommodate the new Brawley Bypass Highway 111. CM services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. Inspection Services included the installation of 72 inch diameter triple barrel pipeline, numerous concrete canal linings and several HDPE and RGRCP Pipeline installation.

Imperial Irrigation District – Bureau Of Reclamation, All American Canal New River Siphon Earthquake Repair Project, CA. Mr. Beltran provided construction management and Inspections for the All American Canal New River Siphon Repair Project. The All American Canal New River Siphon experienced major damaged during the 2010 Easter Sunday 7.2 Magnitude Earthquake. Project included the rebuilding of the north and south embankments of the All American Canal, Concrete Spillway Stabilization including grout injection and installation of drilled piers to stabilize the spillway. Project also included the relocation of existing drains and overhead power lines. Project was managed by IID, designed by Bureau of Reclamation and Funded by FEMA. Construction Cost: 5.5 Million.



Education

David Beltran, PLS

B.S. Civil Engineering, Cal Poly Pomona

Survey Verification and As-Builts

Registrations

Professional Land Surveyor, CA, No. LS 8482

David Beltran is a cofounder of Dynamic Consulting Engineers and a registered professional land surveyor with more than twelve years of experience in the industry. Mr. Beltran has broad experience in coordinating survey services for large-scale projects for private developments and local agencies. He is also experienced in the preparation of topographic surveys, subdivision maps, record of surveys, right-of-way mapping and construction staking. Mr. Beltran has **substantial experience working in topographic survey projects in Imperial County**. Mr. Beltran also has **substantial experience preparing record maps locally and is very knowledgeable of the County of Imperial guidelines and requirements**.

Years of Experience

18 years

Project Experience

County of Imperial, Survey Benchmark Elevation Adjustment Due to Earthquake Movement Project, County of Imperial Project, CA. Mr. Beltran was responsible for the adjustment of the Primary GPS network of the Imperial County's geodetic control system. The network consisted of 167 existing monuments. The existing survey monuments were correlated to the Continuous GPS (CGPS) and the California Real Time Network (CRTN) stations using California Spatial Reference Center (CSRC's) and National Geodetic Survey (NGS) database. The final geodetic coordinates were presented on one datum; NAD83 (2011), epoch of 2010.0.

City of Calipatria, N. International Avenue Improvement Project, CA. Federally Funded Project CMSTPL-5242 (015) Mr. Beltran prepared the preliminary design report, which included and identified design parameters, existing conditions, existing infrastructure, site topography, existing utilities, and hydrology and storm drain conditions. Also, he prepared the design plans and specifications for the storm water collection system, street improvement plans, and street rehabilitation plans.

City of El Centro, El Centro Town Center Street improvement Project, CA. Mr. Beltran prepared the design plans and specification for the storm water collection system, street improvements plans, street rehabilitation plans, traffic signal light at the Intersection of 8th street and Cruickshank. He assisted with the coordination and preparation of encroachment permits application with the Imperial Irrigation District to relocate existing overhead power lines. Also, assisted in the preparation of the contract and bid documents.

Imperial Irrigation District / Caltrans, Brawley Bypass Phase III Utility Relocation Project, CA. Mr. Beltran assisted with construction management and inspections. He prepared application and obtained encroachment permits with Imperial County. He also prepared traffic control plans, daily observation reports and schedules. He certified the vertical and horizontal alignments using GPS, Total Station, and Engineer's level.

City of El Centro, El Dorado Phase II Street Improvement Project (8th Street), CA. Mr. Beltran provided construction management and inspection. He assisted with the daily construction observation for 2,300 linear feet of a two lane street improvement in El Centro, CA. The improvements were located in a residential and commercial area. We scheduled and coordinated public meetings, provided notices and informed residents about the project progress, schedule and any interruptions with water service or driveway access.



Education

Miguel Vizcarra

B.S. Civil Engineering,
Universidad Autonoma de
Baja California (2014)

Project Inspector

Miguel Vizcarra is a civil designer and a project inspector. He has experience in civil engineering design for street improvement projects and land surveying. Mr. Vizcarra also has extensive experience in project inspections for road construction, road rehabilitation projects and irrigation projects.

Years of Experience

7 years

Firm

Project Experience

Imperial County Public Works- Seeley Rio Vista Street Improvements Project. Project's Field Engineer/Full-Time Inspector - This project entailed the construction of new driveways, sidewalks, curb returns, pavement widening and pavement striping. Mr. Vizcarra was involved in coordination all Agencies throughout the project. Maintained records of construction activities and photographs per County standard filing system. Analyzed and made comments to Contractor's traffic control plan. Observed construction to ensure contractor complied with plans and specifications.

Imperial County Public Works- Various Inspections Projects (On Call As Needed). Project's Field Engineer/Full-Time Inspector – Mr. Vizcarra provides the County of Imperial Public Works Department with as Needed Inspections. Inspections include roadway pavement, installation of curb and gutters, cross gutters, sidewalks and driveways. Inspections also include traffic control implementation by the contractors.

Imperial Irrigation District Water Department- Various Inspections Projects. Project's Field Engineer/Full-Time Inspector – Mr. Vizcarra has extensive experience providing inspections for IID for numerous projects. Mr. Vizcarra's experience include inspections of concrete line canals and installation of underground large diameter pipes for IID Canals and Drains.

City of Imperial Dogwood Road Project in Imperial, CA. Federally Funded Project CMAQ-5134 (017) Mr. Vizcarra provided project inspection services for this project. The project included new asphalt concrete, installation of new curb returns, and curb and gutter. Inspection services included preparation of daily inspection reports, assist with progress payments, review change orders quantities for approval. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM). This project included extensive coordination with County of Imperial, City of El Centro, IID, CHP, IVC, Emergency Services and City of Imperial. **Granite Construction was the Contractor on this project.**

Description of Similar Work and Experience

Dynamic Consulting Engineers, Inc. staff has experience with construction management and resident engineering projects for federal and State funded projects. Our construction management team is very knowledgeable of the LAPM and other requirements.

DCE has provided construction management services for the City of Calexico, City of Imperial, City of El Centro and County of Imperial on Federally Funded Projects. Working with City Staff and Caltrans, DCE staff has been fully immersed in the LAPM – we learned all of the preconstruction, construction and project completion policies and procedures necessary to ensure that the funding agencies were satisfied. Through this experience and our experience with similar federally funded projects we feel that we can provide the City the turn key services needed for this project. DCE will keep all files in a three ring binder, labeled and indexed for ease of use.

The following list provides a general description of some of the projects Dynamic Consulting Engineers, Inc. staff has worked on:

CITY OF HOLTVILLE ALAMO RIVER / HIGHWAY 115 BRIDGE 58-007 DEMONSTRATION PROJECT. FEDERAL AID PROJECT NO. HPLU 5174-011

DCE provided construction Management and Inspection services for this Federally Funded project. DCE provided the City with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements.



Project included upgrades to the existing bike path, installation of swales and drainage structures to prevent further erosion and preserve the bridge and bike path.

CITY OF IMPERIAL DOGWOOD ROAD AND ATEN ROAD SIGNAL LIGHT PROJECT, IMPERIAL, CA, FEDERALLY FUNDED PROJECT NO. CMAQ-5134 (017)

DCE provided construction Management and Inspection services for this Federally Funded project. DCE provided the City with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. This project included the installation of a new signal light at the intersections of Dogwood and Aten Road, new curb returns and a new pavement section. DCE assisted with the coordination of the traffic detours with County, City of Imperial, City of El Centro, IVC and Emergency Services. New signing and striping were also completed. DCE observed the construction activities full-time to ensure contractor complied with plans and specifications and Caltrans requirements. DCE implemented all required Labor Standards, completed all required forms requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system.



Project was successful. Construction Cost: \$900,000.00 Granite Construction was the contractor.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – SEELEY ROAD REHABILITATION PROJECT; COUNTY PROJECT NO. 5421.

The entire Roadway System was rehabilitated in the Town of Seeley. DCE provided construction management and inspection services for the County of Imperial as the Resident Engineer. This project included public notification of road rehabilitation improvements, establishment of traffic control, completion of Pothole and Pavement failure area rehabilitation work, grinding, sweeping of the road pavement surface including the removal and disposal of road residue, field location and tie off of utility covers in the road surface areas, placement of tack coat over swept road pavement surface prior to installation of A.C. pavement hot mix leveling course, installation of 1 inch A.C. hot mix pavement and installation of Asphalt Rubber Aggregate Membrane (ARAM) over A.C. hot mix pavement surface, installation of Type 2 slurry sealcoat over ARA, installation of



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pavement striping, and raising utility covers to finish pavement grade. Our staff assisted the County to keep the project within the budget by finding cost saving measures that did not interfere with the anticipated longevity of the project. Although the pavement was failing in many areas, total rehabilitation was not necessary because of the ARAM. One recurring issue on this project was that the Contractor was concerned of overrunning the AC tonnages due to the existing uneven surface of the roadway. This was controlled by DCE staff, as the tonnages were monitored daily and the thickness of the AC was checked continuously as it was being laid. This project was a success, both for the County of Imperial and the Town of Seeley.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – INTERSECTION IMPROVEMENTS ON DOGWOOD ROAD FROM EL CENTRO CITY LIMITS TO MCCABE ROAD SOUTH INTERSECTION; FEDERAL AID PROJECT NO. RPSTPL-5958 (038), COUNTY PROJECT NO. 3835

Members of our staff provided construction observation services for this Federal Aid project. Our staff ensured that the signed Traffic Control Plan was implemented correctly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to.

This project included the resurfacing of a portion of project and the reconstruction of the remainder of the roadway. Dogwood Road was widened to four lanes (new road construction) after the abandoned portion of the Dogwood Canal was backfilled according to the geotechnical firm's recommendations. New signal lights were installed at the intersections of Dogwood and McCabe (north and



south). DCE also assisted with the coordination of the Union Pacific Rail Road while the roadway was closed so that they could complete the installation of new tracks. New signing and striping were also completed. DCE observed the construction activities full-time to ensure contractor complied with plans and specifications and Caltrans requirements. While construction was being completed, DCE found an issue with the design of the new pavement

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where it was to tie-in with the existing AC. DCE offered a viable solution to the Resident Engineer which ultimately was implemented, saving the County time and money. DCE implemented all required Labor Standards, completed all required forms requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – KEYSTONE ROAD IMPROVEMENTS FROM SR111 TO AUSTIN ROAD; FEDERAL AID PROJECT NO. HPLU-5958 (047), COUNTY PROJECT NO. 4116, EA-NO.11-956488L

Members of our staff provided construction observation services for this Federal Aid project. Our staff ensured that the Traffic Control Plan that had been stamped and signed by a registered Civil Engineer was implemented properly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the and specifications (there were no plans for the project) and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. The project consisted of a 1.5" grind followed by a 3.5" ARHM overlay between Austin Road and Dogwood Road. A 2" ARHM overlay was also completed (no grinding) between Dogwood Road and SR111; this portion of the roadway also had some dig-outs that were fixed as part of a change order. Once the paving was completed, the roadway was striped per the specifications. DCE verified the tonnage of asphalt laid with the tickets that were provided to ensure that everything was in order for the billing purposes. DCE implemented all required Labor Standards, completed all required forms requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system. This project was a success for the County of Imperial in the sense that a good product was constructed and the final billing amount was under the amount submitted at bid time.



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – EARTHQUAKE DAMAGE REPAIRS – BROCKMAN ROAD AT NEW RIVER; COUNTY PROJECT NO. 5184 FEDERAL FUNDED PROJECT NO. ER 4825 (003)

DCE provided construction observation services for this Federal Aid project. Reviewed and observed contractor's traffic control plan. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. The project included performing roadway excavation and earthwork, grouting below abutments, providing Class 2 Aggregate Base over multiple layers of subgrade reinforcement fabrics and geogrids, asphalt concrete, paint striping and signage, bridge deck spall repairs, and bridge approach guardrail replacement. DCE monitored construction to ensure contractor complied with plans and specifications and Caltrans requirements. Our staff also implemented Labor Standards, completed all required forms, maintained records of construction activities and photographs per Caltrans standard filing system.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – AC PAVING OF PITZER ROAD FROM MCCABE ROAD TO CORRELL ROAD, RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES; COUNTY PROJECT NO. 4827 FEDERAL FUNDED PROJECT

Members of our staff performed Resident Engineering and provided construction inspection services for this successful Federal Aid project, including coordination of project with the IID water and power divisions. The Traffic Control Plan for the project was reviewed by the Professional Engineers on staff at DCE and was observed by our inspector to ensure that it was implemented correctly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. This project included the construction of a new roadway between McCabe Road and Correll Road. Signing and striping were also completed. One issue that occurred on the project site was that a shallow IID pipe was discovered during the roadway excavation. The inspector/field engineer on site assisted the County in a redesign of that portion of the roadway to ensure that there would be enough cover over the pipe, after coordination with the IID water department. Also, there was an area on site that was pumping profusely during the excavation process. The inspector recommended that geogrid be placed down in the overexcavated area to help bridge the material and to cover the grid with Class II Base up to the finished subgrade elevation.

CITY OF CALEXICO EMERSON AVENUE OVERLAY PROJECT (ARRA AND PROPOSITION D FUNDED) – DESIGN, PLAN AND SPECIFICATION PREPARATION AND CONSTRUCTION MANAGEMENT

Members of our staff designed project, prepared the contract documents and specifications, and are providing resident engineer services for this project between 3rd Street and Highway 98 in Calexico, California. DCE prepared the plans and wrote the specification and contract documents for this ARRA and Measure D funded project. ARRA funds for the project are \$895,000. The project includes replacement of sections of AC pavement, overlay and ARAM, curb and gutter, curb returns and sidewalk replacement. DCE is providing Resident Engineer (David Dale, PE) and labor compliance services (labor compliance through a subcontractor). The project was audited by Caltrans first, then FHWA. Both audits resulted in no comments from the inspectors and auditors. All the required paperwork and files were in order for the City.

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT (FEDERALLY FUNDED AND ADMINISTERED BY CALTRANS) – CONSTRUCTION MANAGEMENT OF FORRESTER ROAD AND EVAN HEWES HIGHWAY SIGNALIZATION PROJECT. FEDERAL FUNDED PROJECT

Members of our staff performed Resident Engineering responsibilities, including coordination of project with the IID water and power divisions. This project included the installation of a new traffic signal at the intersection of Forrester Road and Evan Hewes Highway, as well as overlaying the existing AC pavement. The Resident Engineer was able to foresee a few issues and implement solutions before they became a large problem. One of these issues was the existing utilities that were located in the intersection; prompt coordination with the IID ensured that this issue was addressed as soon as possible. Also, the intersection was redesigned in the field by the Resident Engineer to rid it of a low point that would have caused vehicles to bottom out while driving through. Finally, the stop bars were moved back as a result of the recommendation made by DCE to allow for better turning movements for large wheel-based vehicles. Observe construction to ensure contractor complied with plans and specifications and Caltrans requirements. Implement Labor Standards, complete all required forms, maintained records of construction activities and photographs per Caltrans standard filing system. Reviewed and observed contractor's traffic control plan to keep this busy intersection of Evan Hewes and Forrester open and safe for local traffic during the intersection overlay. DCE implemented all required Labor Standards, completed all required forms, and maintained records/photographs of construction activities and per Caltrans standard filing system.

LIST OF CLIENT REFERENCES

<p>CITY OF EL CENTRO Abraham Campos, PE City Engineer 1275 West Main Street El Centro, CA 92243 Tel. (760) 337-5182, Email: ACampos@cl.el-centro.ca.us</p>	<p>CITY OF IMPERIAL Jesus Villegas Engineering Department 420 South Imperial Avenue Imperial, CA 92251 Tel. (760) 355-3840, jVillegas@cityofimperial.org</p>
<p>COUNTY OF IMPERIAL PUBLIC WORKS Veronica Atondo. P.E. Deputy Director of Public Works 155 S 11th Street El Centro, CA 92243 (760) 442-265-1818, Email: VeronicaAtondo@co.imperial.cas.us</p>	

APPROACH TO MANAGING AND COMPLETING THE PROJECT:

APPROACH TO PROJECT AND PHILOSOPHY

DCE's philosophy for providing management of the construction activities are as follows:

Making a project a success by:

- *Communicating effectively* with the Client, Contractor, affected residents and utility companies, and working in a partnership with the Contractor. Constant and open communication with the affected public goes a long way to contributing to the success of the project. Community relationships are important and we work hard to ensure that we communicate and address any concerns in the community for all projects.
- *Providing full time inspection* that insures that the project is built according to the plans and specifications. In some cases flexibility is important. Many times the Contractor has very good ideas on how to solve problems in the field. We believe in listening to all sides and recommending the best alternative, even if it is not our own.
- *Providing a QA/QC effort* focused on:
 - Safety Management
 - Risk Management
 - Contract Administration
 - Change Order Management
 - RFI Management
 - Submittal Management

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE I, 2 & 3", IN THE CITY OF CALEXICO, CA

- Document Management
- Progress Meetings
- Photo Management
- Dispute/Claims Management
- Scheduling Milestones and Management
- Reporting (Daily, Monthly, Accident, Special)
- Schedule of Values/Pay Applications
- QA/Inspection
- Community Relations

Prevent delays by:

- *Review and analyze the Contractor's schedule* before construction. If there are any potential for not meeting milestones, we will review those items with the Contractor and assist with a solution.
- *Responding to issues that arise quickly.* It is imperative that issues be solved quickly before they turn into potential claims. We will work with the Contractor to find solutions that all parties agree to.
- *Responding to RFIs and Submittals quickly.* We believe that responses to RFIs and Submittals should be done immediately. Sometimes the Contractor will need to stop work until a response is received. If possible we address questions in the field, and base our answers on the plans and specifications. If there is not an answer in the plans and specs we use our engineering experience to recommend a solution that the County approves.

Prevent Claims by:

- *Providing staff with significant and relevant project experience.* The staff will become intimately familiar with the plans and specifications and must be proactive to be able to resolve issues at the lowest levels before any issues arise. This is very important for claims management. We will provide all of the skills needed to cover the specialized required areas such as earthwork and special inspections (dewatering, bore and jack).
- *Documenting, documenting, documenting* - Ensuring that the project documentation is kept organized and available for the City to review. Keeping excellent field notes and daily reports, including a plethora of project photos.
- *Listening to the Contractor's concerns and sincerely working together for a mutually acceptable solution.* We are sensitive to the need to have a seamless team that integrates the City's staff and the design engineer. We believe that we can give the City well-rounded input based on our experience for construction contract decision making.
- *Keeping it professional* - treating each stakeholder in a professional and consistent manner. Once the contractors know our expectations, see that the documents are being interpreted in a consistent manner, and that all stakeholders are being treated in a fair and equitable manner, they will respond in a like manner. This will create fewer problems in administering the project. The contract documents set the standards of construction and the interpretation of these documents in a reasonable manner will make for a harmonious construction management atmosphere.

CONSTRUCTION MANAGEMENT METHODOLOGY AND TECHNIQUES

Document Control

DCE will scan all of the project documents into the project file. At the end of the project DCE will provide the City with a DVD with all of the project files.

Scheduling To measure contractor performance during construction, DCE will review, comment on and monitor the contractor's schedule. We will also monitor performance to assure that the contractor's assessment of monthly progress is according to the schedule.

Communications

Clear and constant communication is the key to the successful project completion. DCE will be the point of contact for the project. All communication and direction to the Contractor will be in writing and the City will be copied.

Communication with the City will occur on a daily basis. DCE will advise the City on any potential issues that may arise. Progress meeting minutes will document all construction and project activities, including change orders, delays and potential claims. A weekly report is also provided to the City summarizing the construction activities, status of submittals, RFI's, baseline vs. actual schedule and detailed current contract status.

While communication with the Contractor will occur on a daily basis due to the close interaction, it is imperative that written communication be used with regard to any directions. As the designer is typically not on site, the primary communication with them will be through RFI's and requests for plan clarifications.

Change Order/Claims Management

DCE has established the following approach to change order and claims management:

- Perform a thorough evaluation of all requested changes for appropriateness, schedule impact and cost. Separate cost estimates are prepared and compared to the contractor's proposal.
- Maintain a fair and objective approach to negotiations.
- Resolve issues as soon as possible, before they become claims.
- Establish written procedures for submitting, evaluating and tracking potential changes.
- Assure that appropriate changes are authorized in a timely manner.

Project Closeout

A timely project closeout is essential for any project. DCE will close out the project per the project requirements. We will also facilitate this by providing punch list items throughout the project to allow the contractor ample time to remedy any issues as well as maintain accurate and up to date as-built drawings.

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE 1, 2 & 3", IN THE CITY OF CALEXICO, CA

DCE – DBE CERTIFICATION

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE**

DYNAMIC CONSULTING ENGINEERS, INC

755 DESERT GARDENS DRIVE
EL CENTRO, CA 92243

Owner: CARLOS BELTRAN
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (USDOT) CFR 49 Part 26, as may be amended for the following NAICS codes:

NAICS Code(s) * Indicate primary NAICS code

- * 541330 Engineering Services
- 541340 Drafting Services
- 541370 Surveying and Mapping (except Geophysical) Services
- 541611 Administrative Management and General Management Consulting Services
- 541618 Other Management Consulting Services

Work Category Code(s)

CE710	CONSULTANT	CE710	ENGINEERING
CE720	SURVEYOR	CS826	LAND SURVEYING

Licenses

EC	Civil Engineer	IS	Land Surveyor
----	----------------	----	---------------

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1825 14TH STREET, MS 79
SACRAMENTO, CA 95811 0000
(916) 334-1700

UCP Firm Number: 37831

Carlos Beltran
OWNER

October 1, 2009

CLERK/CHIEF

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California as Federal-aid contracts. We cannot make a determination in the award and administration of T.C.S. DOT certified contracts based on the requirements of 49 CFR Parts 24 and 26.

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "ALLEY IMPROVEMENTS PROJECT PHASE 1, 2 & 3", IN THE CITY OF CALEXICO, CA

DIR REGISTRATION

Contractor Information

Legal Entity Name
 DYNAMIC CONSULTING ENGINEERS, INC
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 100007077
Registration effective date
 8/3/2022
Registration expiration date
 8/30/2023
Mailing Address
 2415 IMPERIAL BUSINESS PARK DR., SUITE B IMPERIAL 92251 CA United States of Am...
Physical Address
 2415 IMPERIAL BUSINESS PARK DR., SUITE B IMPERIAL 92251 CA United States of Am...
Email Address
Trade Name/DBA
 DYNAMIC CONSULTING ENGINEERS, INC
License Number(s)
Surveyor# 8482
Other# 69121
Other# 69121
Surveyor# 8482

Registration History

Effective Date	Expiration Date
8/8/2018	6/30/2019
7/12/2017	6/30/2018
7/12/2016	6/30/2017
9/21/2015	6/30/2016
1/27/2015	6/30/2015
7/19/2019	0/30/2020
8/20/2020	0/30/2021
7/1/2021	6/30/2022
8/3/2022	6/30/2023

Legal Entity Information

Corporation Numbers
Federal Employment Identification Number
President Name Carlos Baltan
Vice President Name David Baltan
Treasurer Name David Baltan
Secretary Name
CEO Name
Agent of Service Name Dynamic Consulting Engineers, Inc
Agent of Service Mailing Address 2415 Imperial Business Park Dr. Suite B 2415 Imperial Business Park Dr. Suite B 92251 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)? No
Please provide your current workers compensation insurance information below:

PEO Information Name	PEO Phone	PEO Email

Insured by Carrier
Policy Holder Name DYNAMIC CONSULTING ENGINEERS, INC
Insurance Carrier Ohio Security Insurance Co.
Policy Number XWS54869085
Inception date 5/14/2022
Expiration Date 5/14/2023

EXHIBIT B
SCHEDULE OF CHARGES

October 18, 2022

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

Re: **PROPOSALS FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR CALEXICO ALLEY IMPROVEMENTS PROJECT PHASE I, II AND III.**

Dynamic Consulting Engineers, Inc. (DCE) appreciates the opportunity to present this cost proposal. DCE has teamed up with Sierra MTI for Geotechnical Testing Services and Labor Compliance Consultants of Southern California for Labor Compliance Services.

Proposed Fee Summary:

- Dynamic Consulting Engineers, Inc. (RE, CM and Inspections):.....**\$138,009.84**
- Sierra MTI. (Geotechnical and Material Testing):.....**\$47,065.00**
- Labor Compliance Consultants of Southern California (Labor Compliance):.....**\$7,500.00**

Proposed Total Fee: \$192,574.84

Exhibits 10-H are attached.

This cost proposal is valid for 90 days.

If you have any questions, please do not hesitate to contact me at (760) 545-0162.

Respectfully,



Carlos Beltran, P.E.
Dynamic Consulting Engineers, Inc.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Dynamic Consulting Engineers, Inc.

Project No. _____ Contract No. _____ Date 10/18/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Field Inspector	Miguel Vizcarra	540.00	\$ 78.02	\$ 42,130.80
Project Engineer	Miguel Vizcarra	120.00	\$ 25.00	\$ 3,000.00
Project Manager	Carlos Beltran, P.E.	240.00	\$ 60.00	\$ 14,400.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 59,530.80
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 59,530.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 110.00%) g) Overhead [(c) x (f)] \$ 65,483.88
 h) General and Administrative (Rate: 20.00%) i) Gen & Admin [(c) x (h)] \$ 11,906.16
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 77,390.04

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%] _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1980		\$ 0.55	\$ 1,089.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS \$ 1,089.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Sierra MTI \$ 47,065.00
 Subconsultant 2: Labor Compliance of So. California \$ 7,500.00
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ 54,565.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 55,654.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 192,574.84

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT C

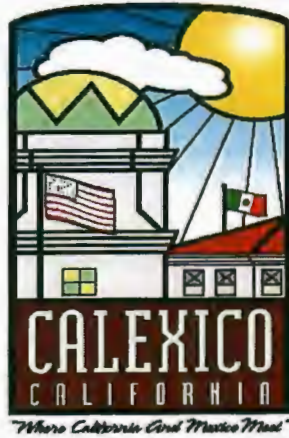
CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

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 _____, 2022, at _____, California.

Consultant

CITY OF CALEXICO



Request for Proposals Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II & III

Public Works Department
608 Heber Avenue
Calexico, CA 92231
760/768-2160
www.calexico.ca.gov

September 20, 2022

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EXHIBITS

A – Sample Proposal Evaluation Form

B – Sample Consultant Agreement and Insurance Requirements

I. INTRODUCTION AND BACKGROUND

The City of Calexico is requesting proposals from qualified and experienced construction management, geotechnical and field inspection professionals to provide Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II & III. The services are anticipated to be full time for the duration of the construction work, which will be completed by private contract secured through the public bidding process.

The purpose of the Request for Proposals (RFP) is to provide the City of Calexico with the assurance that this City administered project is constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions (where applicable) which may be required due to the specific funding requirements are adhered to. An important objective is to maintain a level of high quality Construction Management, Geotechnical and Inspection Services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

The contract will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <http://www.dir.ca.gov>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

The City of Calexico is proposing to pave approximately 3.46 miles of unpaved alleyways in Calexico. The Alley Improvement Project – Phase I, II & III will consist of grading base and subgrade preparation for installation of class II base, remove and replace concrete curb and gutter, driveways, surveying work, utility adjustments and traffic control. There are sections of gutter that do not have a proper drainage slope, consequently, the contractor's surveyor must survey these areas to provide a positive flow profile so the street can drain by gravity. These survey elevations (plan & profile) must be submitted to the City Engineer for review and approval.

II. PROJECT POSTING AND SCHEDULING

This RFP is being distributed over the internet and is posted at the City's website at the following address: <https://www.calexico.ca.gov/bidsandrfps>. Consultants wishing to propose in response to this RFP must obtain this document from our website. Due to the fact that anyone can download the RFP and the City has no method for tracking the distribution, the City is not able to maintain

a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The City will therefore post any addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

III. SCOPE OF WORK

Provide Construction Management, Geotechnical and Inspection Services during construction. This will require providing one qualified individual to observe the construction phase to determine, in general, whether there is compliance with the bidding documents. This includes:

- Attend pre-construction meeting with the City.
- Verify contractor's work is being completed according to plans and specifications. (Work shall include inspecting all aspects of the grading, paving, concrete, street lighting and all other portions of construction shown on the plans/specifications).
- Review and recommendation regarding submittals, shop drawings and product substitutions.
- Review and make recommendations regarding construction change orders, contractors' claims and payments.
- Observe and report on construction operations and keep track of progress.
- Keeping Contract files in different categories (payments, change orders, RFI's, general correspondence, labor compliance, etc.). These files will be used by the granting agency to audit the work.
- Provide geotechnical engineering services and survey services necessary or the required scope of work.
- Confirm all geotechnical inspections are being completed according to the City approved Quality Assurance Program (QAP), and contract specifications and guidelines.
- Prepare daily reports and weekly reports per Exhibit 16-C of the LAPM. These reports shall be submitted to the City for review at the end of each work week.
- Labor compliance. Making sure the contractor and subcontractors pay correct wages as determined by Davis Bacon or by the State Department of Industrial Relations, as well as performing the employee interviews.

- Assist the City in the Reporting of Suspected Violations of the Prevailing Wage Law to the Labor Commissioner
- Perform employee interviews per CEM-2504. One per week per trade. Once completed, the interviews will be given to the Resident Engineer (City) for review.
- Forms Collection, Review and Verifications:
 - Department of Apprenticeship Standards (DAS) Form 140
 - Department of Apprenticeship Standards (DAS) Form 142
 - California Apprentice Council Training Fund Contribution (CAC-2)
 - Fringe Benefits Statement (FBS) Form
 - Other forms as necessary
- Keep City staff fully advised as to the progress of the work on a weekly basis.
- Coordinate inspections with geotech, which includes: production plant testing, onsite material testing, compaction testing, concrete cylinder testing and assist in processing submittals for mix designs for asphalt and concrete. Verifying that asphalt is in accordance to approved mix designs and is installed according to plans and specifications. Verifying imported base material meets contract plan and specifications. Verifying that the pulverized asphalt meets the contract plans and specifications.
- Verify that all erosion control is set up and maintained throughout the duration of the project.
- Coordinate final inspection and preparation of punch list and close-out of Project.

IV. NOTIFICATION OF CONSULTANT REGISTRATION REQUIREMENTS (WHERE REQUIRED)

Pursuant to the requirements of California Labor Code section 1771.1, all consultants and sub-consultants that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no consultant or sub-consultant may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no consultant or sub-consultant may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All consultants, including sub-consultants listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any

proposals received listing unregistered consultants and/or sub-consultants will be deemed non-responsive.

NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub-consultant shall also be submitted as an exhibit of the proposal.

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	http://www.dir.ca.gov/Public-Works/PublicWorks.html
SB 854 Fact Sheet	https://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
Senate Bill 854 Compliance	http://www.dir.ca.gov/Public-Works/SB854.html
Public Works Contractor (PWC) Registration	https://www.dir.ca.gov/Public-Works/Contractor-Registration.html
Classifications and Minimum Labor Rates	http://www.dir.ca.gov/OPRL/Pwd/

V. SUBMITTAL REQUIREMENTS

Proposal should be typed, organized and concise, yet comprehensive.

General Requirements

1. Provide a cover letter.
2. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the project. Provide a statement that the offer is valid for at least a ninety (90) day period.
3. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFP. Include titles, addresses, e-mail, and phone numbers.

4. The Consultant is representing itself as a qualified professional in Construction Management, Geotechnical and Inspection Services. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content of projects. The City will consider comments and recommendations; however is not required to select any of the recommendations or comments.
5. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
6. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
7. Proof of registration for consultant and sub-consultant shall also be submitted as an exhibit of the proposal.

Table of Contents

Include a table of contents with identification of each section and page number.

Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
4. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experiences and qualification for similar and related projects, both federally funded and locally funded. Describe the services previously performed such as studies, reports, etc. List at least three (3) references with telephone numbers and email contact addresses (if available).

Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
2. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.

3. Indicate what participation, data and products will be requested from the City.
4. Indicate deliverables to be provided and when.

Cost and Fees

Cost Proposals must be submitted with the proposal in a separate sealed and clearly marked envelope (include project title and submitting firm). Cost proposals shall take into account the following:

1. Develop costs and fees for the services requested. Submit a not to exceed fee proposal based on anticipated fully burdened hourly rates.
2. When preparing cost and fees consider the scope of work involving project kick off and review of available documentation, material submittals, project documentation and prepare a lump sum fixed fee breakdown based on anticipated staff and hours. Costs should be organized for full time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. As much as possible, a fixed fee lump sum breakdown by phase of the construction based on billable hours is desirable for preconstruction and post construction.
3. Breakdown shall include preconstruction services and construction services (Request for information/clarification). No subcontractors shall be utilized without prior authorization by the City and modification to submitted DBE subcontractor's list or goal is discouraged and may lead to project funding issues.

Insurance Requirements

Prior to execution of the agreement with the City, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit.

The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.

VI. SELECTION PROCESS

The City of Calexico will utilize a one-step selection process. The City reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.

Proposals will be reviewed by an evaluation committee. The evaluation committee's assessment and recommendations shall be forwarded to the City Managers for review. The City Manager shall provide a report of the committee's evaluation and recommendations, along with his recommendation, for the selection of a firm to the City Council for final review and approval to enter into negotiations for an agreement.

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

VII. TENTATIVE SCHEDULE

Request for Proposal Issued	September 20, 2022
Consultant Proposals Due	October 18, 2022
Consultant Selection and Negotiations	Week of October 24, 2022
City Council Approval of Contract	November 16, 2022
Project Completion	December 31, 2023

VIII. INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to Lilliana Falomir, Public Works Manager via email at falomirl@calexico.ca.gov.

IX. SUBMITTAL DEADLINE

Consultant must submit five (5) copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "RFP for Construction Management, Geotechnical and Inspection Services for Alley Improvement Project – Phase I, II & III" and delivered on or before 2:00p.m. on Tuesday, October 18, 2022 to:

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

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

EXHIBIT A

SAMPLE OF PROPOSAL EVALUATION FORM

Firm: _____

Evaluator: _____

Date: _____

1 Technical Approach (35 Points)	Points Awarded	_____
Responsiveness & understanding of work to be done, (i.e. scope of work). Specific experience with similar construction management, geotechnical and construction inspection work		
2 Project Management (30 Points)	Points Awarded	_____
Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience		
3 Reference (5 Points)	Points Awarded	_____
4 Familiarity and/or specific experience with local, state and federal project procedures using LAPM for local agency advertised projects (25 Points)	Points Awarded	_____
5 Overall quality of proposal, including qualifications and thoroughness (5 Points)	Points Awarded	_____
	Total Score	_____
Comments:		

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2022, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2023. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.
6. **Independent Contractor.** It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. **Professional Ability of Consultant.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
 9. **Indemnity.** Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that

arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
 - i. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - iv. **Errors and Omissions Liability.** Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).
- b. **Policy Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds

with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

- ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
 - v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- c. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - d. **Certificates of Insurance and Endorsements.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- 11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
 - 12. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant: _____

15. Consultant's Books and Records.
- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business,

City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF CALEXICO:

CONSULTANT:

Esperanza Colio Warren
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk

EXHIBIT A
SCOPE OF SERVICES
(proposal dated _____)

EXHIBIT B
SCHEDULE OF CHARGES

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 _____, 2022, at _____, California.

Consultant