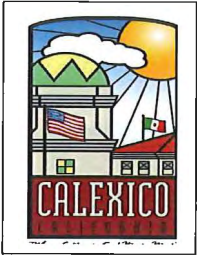


**AGENDA
ITEM**

21



AGENDA STAFF REPORT

DATE: April 20, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager *[Signature]*

REVIEWED BY: Sandra L. Fonseca, Interim Finance Director *[Signature]*

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

SUBJECT: Adrian C. Cordova Memorial Park:
 a) Authorize City Manager to Sign Agreement of Professional Services with Kimley Horn in the Amount of \$175,000.00 for Engineering Services for Adrian C. Cordova Memorial Park.
 b) Adopt Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA) in the Amount of \$175,000.00.

=====

Recommendation:

It is recommended that the City Council of the City of Calexico approve the following:

- a) Authorize City Manager to Sign Agreement of Professional Services with Kimley Horn in the Amount of \$175,000.00 for Engineering Services for Adrian C. Cordova Memorial Park.
- b) Adopt Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA) in the Amount of \$175,000.00.

Background:

Adrian C. Cordova Memorial Park is located on Clinton Avenue between Zapata Drive and Meadows Drive. Approximately 5 acres of Adrian Cordova Park has been developed into soccer field, playground area and parking lot. The remaining 10 acres of Adrian C. Cordova Memorial Park was undeveloped.

Milestones

Baseball Field Fencing
On March 18, 2020, the City Council of the City of Calexico awarded a construction contract to Crafters Fence, Inc. in the amount of \$167,750.00 for the above-mentioned project. Due to additional

**AGENDA
ITEM**

work that was not anticipated during the design phase of said project, the City Council of the City of Calexico authorized the City Manager to sign one (1) change order. The total project cost is \$207,650.00. Project was completed on September 24, 2020.

Sport Lighting

On July 15, 2020, the City Council of the City of Calexico awarded a construction contract to Tom Watson, Inc. in the amount of \$755,501.00 that only included sport lighting for three (3) baseball fields, one (1) soccer field and one (1) basketball court. Due to additional work that was not anticipated during the design phase of said project, the City Council of the City of Calexico authorized the City Manager to sign one (1) change order. The total project cost was \$809,232.22. Project was completed on June 16, 2021.

Restrooms

On April 21, 2021, the City Council of the City of Calexico authorized the City Manager to purchase restrooms for Adrian C. Cordova Memorial Park in the amount of \$303,901.37 from Romtec, Inc. under BuyBoard National Cooperative Purchase Agreement. Project was completed on November 26, 2021.

Irrigation System

On April 5, 2021, City staff began the installation of irrigation system at Adrian C. Cordova Memorial Park for all three (3) baseball fields. Project was completed on June 30, 2021.

Soccer Field

On October 18, 2022, City staff began the installation of the irrigation system at Adrian C. Cordova Memorial Park soccer field. On January 18, 2023, City staff began the installation of hydroseed and project was completed on January 20, 2023.

Discussion & Analysis:

On April 3, 2023, the Public Works Department issued Task Order No. 2023-003 - Site Assessment, Prepare Plans, Specifications and Cost Estimate for Adrian C. Cordova Memorial Park to all five (5) On-Call Engineering firms that were previously approved by City Council on November 17, 2021. The scope of work will include all work necessary for completing final stamped engineering plans, topographic survey, analyze drainage conditions, specifications and bidding documents by a California Registered Civil Engineer. The scope shall also include meetings with the City as necessary during design, attending a pre-bid meeting, bidding and construction services – such as answering bidder's questions, attending a preconstruction meeting, answering RFIs, etc.

On April 14, 2023, the Public Works Department received only two (2) proposals from the following firms:

#	Company	Amount
1	Kimley Horn	\$175,000.00
2	Mour Group Engineering + Design	\$196,400.00

The City of Calexico Public Works Department has reviewed the proposals and recommends that the City Council of the City of Calexico authorize the City Manager to

sign Agreement of Professional Services with Kimley Horn in the amount of \$175,000.00 to perform site assessment of existing conditions, prepare plans, specification and cost estimate for the remaining items that need to be completed at Adrian C. Cordova Memorial Park.

Fiscal Impact:

Capital Improvement Program Budgeted Item for FY 2022-2023	
REVENUE	
ARPA Fund No. 255-91-914-56000-000	\$175,000.00
Total	\$175,000.00
EXPENDITURE	
Kimley Horn	\$175,000.00
Total	\$175,000.00

Coordinated With:

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

Attachment(s):

1. Agreement of Professional Services between the City of Calexico and Kimley Horn.
2. Kimley Horn Proposal dated April 14, 2023.
3. Mour Group Engineering + Design Proposal dated April 14, 2023
4. Task Order No. 2023-003.
5. Budget Amendment Resolution for Fund No. 255 – American Rescue Plan Act (ARPA).

ATTACHMENT #1

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 20th day of April, 2023, by and between the City of Calexico ("City") and Kimley Horn ("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 June 30, 2024. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. **Compensation.** Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's

expense, provide such reports, plans, studies, documents and other writings to City upon written request.

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

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

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

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

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

10. Insurance Requirements.

- a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.
 - i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her

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

- i. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000).
- 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: Kimley Horn
401 B Street, Suite 600
San Diego, CA 92101

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 April 14, 2023)



April 14, 2023

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

Subject: Task Order Proposal No. 2023-003 for Adrian C. Cordova Memorial Park

Dear Ms. Falomir,

We are providing a letter to outline the general scope, schedule and effort proposed for the Adrian C. Cordova Memorial Park project. It is our intent to summarize this information in a two-page summary as indicated in the City's request for proposals. After initial review and acceptance of this two-page summary, Kimley-Horn will meet with the City to further discuss all scope items, assumptions, exclusions and make final refinement, and submit a multi-page, detailed scope of work prior to full signatory and authorization of the task order.

Scope of Work:

Kimley-Horn assumes the following scope items to be included in this task order based on page 3 of the task order proposal request No. 2023-003: walkways/paths/sidewalks, up to three (3) basketball courts, up to three (3) parking areas, landscaping and irrigation, picnic tables, up to one (1) shade structure, and sewer and water service laterals to the future concession stand. This scope assumes the concession stand will be built in a future phase due to the 60-day design schedule defined by the City.

Construction drawings will include a title sheet, general notes sheets, construction details, improvement plans, horizontal and vertical control plans, landscape plans, and irrigation plans. It is assumed that an onsite drainage basin can be accommodated within the site plan for onsite drainage collection and infiltration.

This task order excludes electrical and lighting plans, concession stand design, sewer and water service sizing calculations, drainage plans and/or drainage study, water quality reports and calculations, erosion control plans, a storm water pollution prevention plan (SWPPP) and additional construction phase services beyond the time and materials effort shown below and project submittals beyond 90% and Final.

Fee Estimate - Lump Sum:

Task No.	Task Description	Estimated Fee
1	Project Management and Accounting	\$ 3,000
2	Project Setup, Site Visit, Prelim Design Meeting	\$ 8,500
3	90% Design and Plans	\$ 72,000
4	90% Specs and OPCC	\$ 12,000
5	Final Design and Plans	\$ 20,500
6	Final Specs and OPCC	\$ 6,500
7	QA/QC	\$ 6,000
8	Geotechnical Investigation	\$ 11,500
9	Additional Field Survey	\$ 10,000
10	Expenses	\$ 5,000
	TOTAL	\$155,000

Fee Estimate - Time & Materials:

Task No.	Task Description	Estimated Fee
11	Bidding and Construction Phase Services	\$ 20,000
	TOTAL	\$ 20,000

Preliminary Schedule:

Task 1, 2, 8, 9 – NTP + 3 weeks

Task 3, 4, 7 – NTP + 6 weeks

Task 5, 6, 7 – NTP + 8 weeks

Please direct all communication regarding this task order to Nick Oleskowicz at (619) 272-7195 or Nicholas.oleskowicz@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Nicholas Oleskowicz, P.E.
RCE# 89464



Megan Ulery, P.E., LEED AP
RCE# 73385

EXHIBIT B

SCHEDULE OF CHARGES

(proposal dated April 14, 2023)

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 _____, 2023, at _____, California.

Consultant

ATTACHMENT #2



April 14, 2023

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

Subject: Task Order Proposal No. 2023-003 for Adrian C. Cordova Memorial Park

Dear Ms. Falomir,

We are providing a letter to outline the general scope, schedule and effort proposed for the Adrian C. Cordova Memorial Park project. It is our intent to summarize this information in a two-page summary as indicated in the City's request for proposals. After initial review and acceptance of this two-page summary, Kimley-Horn will meet with the City to further discuss all scope items, assumptions, exclusions and make final refinement, and submit a multi-page, detailed scope of work prior to full signatory and authorization of the task order.

Scope of Work:

Kimley-Horn assumes the following scope items to be included in this task order based on page 3 of the task order proposal request No. 2023-003: walkways/paths/sidewalks, up to three (3) basketball courts, up to three (3) parking areas, landscaping and irrigation, picnic tables, up to one (1) shade structure, and sewer and water service laterals to the future concession stand. This scope assumes the concession stand will be built in a future phase due to the 60-day design schedule defined by the City.

Construction drawings will include a title sheet, general notes sheets, construction details, improvement plans, horizontal and vertical control plans, landscape plans, and irrigation plans. It is assumed that an onsite drainage basin can be accommodated within the site plan for onsite drainage collection and infiltration.

This task order excludes electrical and lighting plans, concession stand design, sewer and water service sizing calculations, drainage plans and/or drainage study, water quality reports and calculations, erosion control plans, a storm water pollution prevention plan (SWPPP) and additional construction phase services beyond the time and materials effort shown below and project submittals beyond 90% and Final.

Fee Estimate - Lump Sum:

Task No.	Task Description	Estimated Fee
1	Project Management and Accounting	\$ 3,000
2	Project Setup, Site Visit, Prelim Design Meeting	\$ 8,500
3	90% Design and Plans	\$ 72,000
4	90% Specs and OPCC	\$ 12,000
5	Final Design and Plans	\$ 20,500
6	Final Specs and OPCC	\$ 6,500
7	QA/QC	\$ 6,000
8	Geotechnical Investigation	\$ 11,500
9	Additional Field Survey	\$ 10,000
10	Expenses	\$ 5,000
	TOTAL	\$155,000

Fee Estimate - Time & Materials:

Task No.	Task Description	Estimated Fee
11	Bidding and Construction Phase Services	\$ 20,000
	TOTAL	\$ 20,000

Preliminary Schedule:

Task 1, 2, 8, 9 – NTP + 3 weeks

Task 3, 4, 7 – NTP + 6 weeks

Task 5, 6, 7 – NTP + 8 weeks

Please direct all communication regarding this task order to Nick Oleskowicz at (619) 272-7195 or Nicholas.oleskowicz@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Nicholas Oleskowicz, P.E.
RCE# 89464



Megan Ulery, P.E., LEED AP
RCE# 73385

ATTACHMENT #3



To: City of Calexico
608 Heber Ave.
Calexico, CA 92231-2840

Date: April 14, 2023
Project Name: Site Assessment, Plans, Specs
Adrian Cordova Memorial Park

Page 1 of 1

ATTN: Ms. Liliana Falomir
Via email: falomirl@calexico.ca.gov

PROPOSAL

Mour Group Engineering + Design hereby submits the following proposal for providing professional services for the above-referenced project Adrian C. Cordova Memorial Park, per RFP dated April 3, 2023.

The scope of work includes a formal site assessment of existing conditions and the preparation of plans, specifications, and cost estimates for the Project on behalf of the City. In this regard, the engineer shall make sure that civil, geotechnical, and instrumentation elements of the plans and specifications of the above-cited Project The review will ensure compliance with:

- A. All applicable City zoning, City ordinances, California Department of Transportation Standard Plans and Standard Specifications for Public Works Construction
- B. Applicable requirements from the City Fire, Engineering, Public Works, Planning and Building Departments
- C. Stamp, sign and assume responsible charge for city-produced drawings
- D. Includes up to two rounds of design/peer review.

The scope of work also includes all work necessary for completing final stamped engineering plans, specifications and bidding documents. The scope shall also include meetings with the City as necessary during design. The consultant will review the plans and make any recommendations and/or changes. The recommendation and/or changes will be done in-house and the consultant will review and sign the final plans.

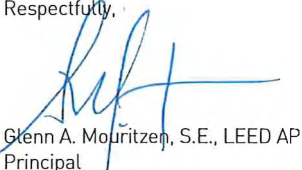
The fee for the services listed above will be provided for a fixed fee of \$ 196,400 (One Hundred Ninety Six Thousand, Four Hundred Dollars) for up to two plan reviews. The fee is broken down, as follows:

Civil Engineering	\$70,000
Architecture	\$27,000
Structural Engineering	\$ 7,500
Landscape Architecture	\$28,000
Soils Engineering	\$18,000
M/E/P	\$25,000
Surveying	\$18,400
<u>Processing</u>	<u>\$ 2,500</u>
Total	\$196,400

All reimbursable expenses such as delivery, printing, etc. will be billed at cost, in addition to the fee above. All additional services, upon approval of the Client, will be billed per the previously submitted schedule of charges. Terms and Conditions will be per the City of Calexico base agreement.

If this proposal is acceptable to you, please indicate by signing the first page, and returning the original agreement. In doing so, you acknowledge your acceptance of this proposal, which will then constitute a contract for professional services. The person signing this contract warrants that he has the authority to sign as, or on behalf of, the Client. We appreciate the opportunity of submitting this proposal and look forward to working with you on this project.

Respectfully,



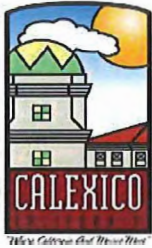
Glenn A. Mouritzen, S.E., LEED AP
Principal
GAM/am

Approved and Accepted by:

Signature Date

Printed Name/Title

ATTACHMENT #4



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2160
Fax: 760.768.0992
www.calexico.ca.gov

Public Works Department

Task Order Proposal Request No. 2023-003
Site Assessment, Prepare Plans, Specifications and Cost Estimate
for
Adrian C. Cordova Memorial Park
April 3, 2023

Introduction

On November 17, 2021, the City of Calexico City Council approved your firm to complete “On Call Engineering” projects. The City needs a qualified engineering firm to perform site assessment of existing conditions, prepare plans, specification and cost estimate for the remaining items that need to be completed at Adrian C. Cordova Memorial Park. The remaining items will include the following as per the attached conceptual plan (Attachment A):

1. Walkway/paths/sidewalks
2. Basketball courts
3. Parking lot
4. Concession stand
5. Landscaping
6. Picnic tables/shelter
7. Other amenities

Scope of Work

The engineer shall complete formal site assessment of existing conditions, prepare plans, specifications and cost estimate for the Project on behalf of the City. In this regard, the engineer shall make sure that civil, geotechnical, and instrumentation elements of the plans and specifications of the above-cited Project elements are in compliance with:

- a. All applicable City zoning, City ordinances, California Department of Transportation Standard Plans and Standard Specifications for Public Works Construction, Americans with Disability Act, ASTM standards, National Playground Safety Institute and CPSC Guidelines.
- b. Applicable requirements from the City Fire, Engineering, Public Works, Planning and Building Departments

Viva Calexico!

The scope of work shall include all work necessary for completing final stamped engineering plans, topographic survey, analyze drainage conditions, specifications and bidding documents by a California Registered Civil Engineer. The scope shall also include meetings with the City as necessary during design, attending a pre-bid meeting, bidding and construction services – such as answering bidder’s questions, attending a preconstruction meeting, answering RFIs, etc.

Time is of the essence with this Project. The engineer shall complete the scope of work within sixty (60) calendar days.

Proposal

It is requested that a brief one-page proposal be prepared including proposed fees and schedule.

Proposals are requested by Friday, April 14, 2023 by 4:00p.m. Please email a PDF proposal to:

Lilliana Falomir
Public Works Manager – Administrative
City of Calexico
falomirl@calexico.ca.gov

ATTACHMENT #5



BUDGET AMENDMENT RESOLUTION NO. 2022-____
 BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL
 OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT
 TO THE FINAL BUDGET FOR FISCAL YEAR 2022-2023

WHEREAS, the Final Budget for Fiscal Year 2022-2023 was adopted by Resolution No. 2022-48 of the City Council on August 10, 2022; and

WHEREAS, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s)

AMENDMENTS TO ADOPTED BUDGET:

1) Record Revenue Estimates(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
Total					\$ -

2) Record Appropriation(s)

Fund No.	Department	Division	Account	Sub-Account	Amount
Total					\$ -

3) Record Transfer of Funds:

FROM:

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	914	56000	000	\$175,000.00
Total					\$ 175,000.00

TO:

Fund No.	Department	Division	Account	Sub-Account	Amount
255	91	914	56000	002	\$ 175,000.00
Total					\$ 175,000.00

5) Purpose of Budget Amendment:
Engineering Services for Adrian C. Cordova Memorial Park

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 20th day of April, 2023.

RAUL URENA, Mayor

ATTEST:

GABRIELA GARCIA, City Clerk

APPROVED AS TO FORMS;

CARLOS CAMPOS, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.
COUNTY OF IMPERIAL)

I, Gabriela Garcia, Deputy City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 2023-__, was duly adopted by the City Council at their regular meeting of said City Council held on the 20th day of April, 2023 by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

GABRIELA GARCIA, City Clerk
City of Calexico