

EXHIBIT B

SCHEDULE OF CHARGES

As proposed by letter dated 11/29/2021, copy attached

November 29, 2021

Jose L. Angel, P.E.
City Project Manager
Public Works Department
549 Pierce Avenue
Calexico, CA 92231

Re: COST ESTIMATE
City of Calexico Request for Proposals, Hydrology Services for New River
Improvement Project – Calexico Reach

Dear Mr. Angel and Members of the Selection Committee:

Geo-Logic Associates (GLA) has estimated the cost to complete the tasks outlined in the City of Calexico Request for Proposals (RFP) for Hydrology Services for New River Improvement Project – Calexico Reach. The total is \$62,851. This total includes estimates for performing document review, developing a work plan, conducting the field implementation, reporting, and project management.

A cost breakdown by task and hourly rates is attached. Costs for the field implementation are based upon current knowledge and conditions for the recommended tasks described in the RFP. This assumes the installation of three monitoring wells. This also assumes that there will be one round of water level measurement and one sampling event for major ions, total dissolved solids (TDS), priority pollutant metals, and E.coli. Optional tasks for the installation of one staff gauge and four pressure transducers with one sampling event for isotopes are presented and subtotaled separately following the base estimate for the City's consideration. Costs may vary based upon the number of monitoring locations agreed upon in the finalized work plan. A new scope and cost will be provided to the City for additional phase(s) of work.

We sincerely appreciate the opportunity to present our team, qualifications, and approach to performing hydrologic/hydrogeologic services for the City. To discuss the value of selecting GLA for this project, please contact our Project Manager, Hannah Erbele, PG, at (657) 218-4708 or herbele@geo-logic.com or Principal, Mr. John Dodge, PG, CHG, at (657) 218-4708 or jdodge@geo-logic.com. We look forward to working with you.

GEO-LOGIC ASSOCIATES, INC.



James A. Kelsey, PG
President

COST ESTIMATE
 CITY OF CALEXICO - HYDROLOGY SERVICES FOR NEW RIVER IMPROVEMENT PROJECT – CALEXICO REACH

Estimated costs to complete the tasks outlined in the City of Calexico Request for Proposals (RFP) for Hydrology Services for New River Improvement Project – Calexico Reach are shown below.

TASK:			Document Review		Work Plan		Field Implementation		Reporting		Project Management		TOTAL		
Labor															
STAFF CATEGORY	RATE (\$/hr)		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	
Principal Professional I	JJD \$ 265		2	\$ 530	4	\$ 1,060		\$ -	4	\$ 1,060		\$ -	10	\$ 2,650	
Senior Professional I	\$ 218			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Project Professional II	HE \$ 180		16	\$ 2,880	20	\$ 3,600	20	\$ 3,600	40	\$ 7,200	8	\$ 1,440	104	\$ 18,720	
Staff Professional III	\$ 148			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	
Staff Professional II	HH/JY \$ 137			\$ -		\$ -	50	\$ 6,850	28	\$ 3,836		\$ -	78	\$ 10,686	
Sr. Technical Editor/Assistant	RF \$ 135			\$ -	4	\$ 540		\$ -	4	\$ 540		\$ -	8	\$ 1,080	
CADD/GIS Specialist	\$ 130			\$ -	4	\$ 520		\$ -	4	\$ 520		\$ -	8	\$ 1,040	
Labor Subtotal			18	\$ 3,410	32	\$ 5,720	70	\$ 10,450	80	\$ 13,156	8	\$ 1,440	208	\$ 34,176	
Expenses			MARKUP	UNIT FEE	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
	0%					\$ -		\$ -		\$ -		\$ -		\$ -	
Misc Safety Supplies/week		\$ 25		\$ -	1	\$ 25	1	\$ 25		\$ -		\$ -	2	\$ 50	
Field Mileage (\$/mile)		\$ 0.56		\$ -	400	\$ 224	1200	\$ 672		\$ -		\$ -	1,600	\$ 896	
Hotel		\$ 150		\$ -		\$ -	5	\$ 750		\$ -		\$ -	5	\$ 750	
Subtotal						\$ -		\$ 249		\$ 1,447		\$ -		\$ 1,696	
Subcontractors			MARKUP	UNIT FEE	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
	7%					\$ -		\$ -		\$ -		\$ -		\$ -	
Monitoring well installation						\$ -		\$ -		\$ -		\$ -		\$ -	
Spectrum Geophysics		\$ 1,500		\$ -		\$ -	1	\$ 1,500		\$ -		\$ -	1	\$ 1,500	
Cascade Drilling & development (3 wells)		\$ 15,060		\$ -		\$ -	1	\$ 15,060		\$ -		\$ -	1	\$ 15,060	
Land Surveyor		\$ 3,500		\$ -		\$ -	1	\$ 3,500		\$ -		\$ -	1	\$ 3,500	
Groundwater Sampling						\$ -		\$ -		\$ -		\$ -		\$ -	
Blaine Tech Services		\$ 1,262		\$ -		\$ -	1	\$ 1,262		\$ -		\$ -	1	\$ 1,262	
EnviroMatrix Inc.						\$ -		\$ -		\$ -		\$ -		\$ -	
Groundwater samples - Major Ions, TDS, E. Coll, & Priority Pollutant Metals				\$ 400		\$ -		\$ -	4	\$ 1,600		\$ -		\$ 4	\$ 1,600
Field/Labor contingency				10%		\$ -		\$ -		\$ 2,292.20		\$ -		\$ 2,292	
Subtotal						\$ -		\$ -		\$ 25,214		\$ -		\$ 25,214	
Markup						\$ -		\$ -		\$ 1,765		\$ -		\$ 1,765	
Subtotal w/markup						\$ -		\$ -		\$ 26,979		\$ -		\$ 26,979	
Task Total:				\$ 3,410		\$ 5,969		\$ 38,876		\$ 13,156		\$ 1,440		\$ 62,851	

COST ESTIMATE
 CITY OF CALEXICO - HYDROLOGY SERVICES FOR NEW RIVER IMPROVEMENT PROJECT – CALEXICO REACH

Estimated costs for additional optional tasks presented in GLA's proposed approach are presented below.

TASK:			Document Review		Work Plan		Field Implementation		Reporting		Project Management		TOTAL	
Labor														
STAFF CATEGORY	RATE (\$/hr)		Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
Principal Professional I	JJD \$ 265			\$ -		\$ -		\$ -		\$ -		\$ -		0 \$ -
Senior Professional I	\$ 218			\$ -		\$ -		\$ -		\$ -		\$ -		0 \$ -
Project Professional II	HE \$ 180			\$ -		\$ -	4	\$ 720		\$ -		\$ -	4	\$ 720
Staff Professional III	\$ 148			\$ -		\$ -		\$ -		\$ -		\$ -		0 \$ -
Staff Professional II	HH/JY \$ 137			\$ -		\$ -	16	\$ 2,192		\$ -		\$ -	16	\$ 2,192
Sr. Technical Editor/Assistant	RF \$ 135			\$ -		\$ -		\$ -		\$ -		\$ -		0 \$ -
CADD/GIS Specialist	\$ 130			\$ -		\$ -		\$ -		\$ -		\$ -		0 \$ -
Labor Subtotal			0	\$ -	0	\$ -	20	\$ 2,912	0	\$ -	0	\$ -	20	\$ 2,912
Expenses			MARKUP	UNIT FEE	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
	0%					\$ -		\$ -		\$ -		\$ -		\$ -
Staff gauge	\$ 100					\$ -	1	\$ 100		\$ -		\$ -	1	\$ 100
Pressure transducers	\$ 575					\$ -	5	\$ 2,875		\$ -		\$ -	5	\$ 2,875
Misc Safety Supplies/week	\$ 25					\$ -	1	\$ 25		\$ -		\$ -	1	\$ 25
Field Mileage (\$/mile)	\$ 0.56					\$ -	400	\$ 224		\$ -		\$ -	400	\$ 224
						\$ -		\$ -		\$ -		\$ -		\$ -
						\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal						\$ -		\$ 3,224		\$ -		\$ -		\$ 3,224
Subcontractors			MARKUP	UNIT FEE	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
	7%					\$ -		\$ -		\$ -		\$ -		\$ -
INSTAAR						\$ -		\$ -		\$ -		\$ -		\$ -
Water samples - isotopes	\$ 50					\$ -	6	\$ 300		\$ -		\$ -	6	\$ 300
						\$ -		\$ -		\$ -		\$ -		\$ -
Field/Labor contingency	10%					\$ -		\$ 30.00		\$ -		\$ -		\$ 30
						\$ -		\$ -		\$ -		\$ -		\$ -
Subtotal						\$ -		\$ 330		\$ -		\$ -		\$ 330
Markup						\$ -		\$ 23		\$ -		\$ -		\$ 23
Subtotal w/markup						\$ -		\$ 353		\$ -		\$ -		\$ 353
Task Total:						\$ -		\$ 6,489		\$ -		\$ -		\$ 6,489



California Schedule of Fees
 (Effective January 1, 2021 through December 31, 2021)
Confidential

Professional Services

Principal Professional II	\$305.00/hour
Principal Professional I	\$265.00/hour
Senior Professional II	\$244.00/hour
Senior Professional I	\$218.00/hour
Project Professional III	\$198.00/hour
Project Professional II	\$180.00/hour
Project Professional I	\$170.00/hour
Staff Professional III	\$148.00/hour
Staff Professional II	\$137.00/hour
Staff Professional I	\$127.00/hour
Managing Technician	\$155.00/hour
Principal Technician	\$135.00/hour
Technician IV	\$125.00/hour
Technician III	\$115.00/hour
Technician II	\$108.00/hour
Technician I	\$100.00/hour
GIS Specialist	\$130.00/hour
CADD Specialist	\$130.00/hour
CADD/GIS/Database II	\$128.00/hour
CADD/GIS/Database I	\$115.00/hour
Senior Technical Editor	\$135.00/hour
Technical Editor	\$100.00/hour
Project Assistant II	\$105.00/hour
Project Assistant I	\$95.00/hour
Biologist II	\$110.00/hour
Biologist I	\$105.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

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

ATTACHMENT #2

CITY OF CALEXICO



REQUEST FOR PROPOSALS FOR HYDROLOGY SERVICES FOR NEW RIVER IMPROVEMENT PROJECT - CALEXICO REACH

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

October 26, 2021

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I. INTRODUCTION

The City of Calexico (“the City”) is requesting proposals for technical assistance from qualified professional consultants to design and install a recommended a groundwater monitoring network to determine and monitor the elevation and direction of flow of first-encountered groundwater in key riparian areas of the New River in Calexico. The monitoring data will be part of a more comprehensive adaptive management program to address Clean Water Act (CWA) requirements from the United States Army Corps of Engineers (Corps) and the Colorado River Basin Regional Water Quality Control Board (Regional Water Board) for the New River Improvement Project - Calexico Reach (Project). The City of Calexico, as Lead Agency for the California Environmental Quality Act (CEQA) certified a Mitigated Negative Declaration for the proposed Project on April 21, 2020. Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City. The technical assistance consultant entity is hereinafter referred to as “the Consultant.”

Any contract resulting from this Request for Proposals (“RFP”) shall be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. The City requires evidence of general liability, automobile liability, Workers’ Compensation and professional errors and omissions insurance coverage. If the Consultant does not have coverage in accordance with the City’s policies, then evidence must be submitted indicating that such coverage will be effective prior to entering into a contractual agreement with the City. This RFP is available at the City’s website at www.calexico.ca.gov and the City of Calexico, Public Works Department located at 549 Pierce Avenue, Calexico, California 92231.

II. PROJECT DESCRIPTION

The New River is a Water of the United States and a California Water. It originates approximately 18 miles south of the US-Mexico Border, in the Mexicali Valley, Mexico. It enters the United States by the Calexico West Port of Entry, in Calexico, California. The City is proposing to implement Project. The Project consists of three primary construction components: (1) trash screen and diversion structure for the New River downstream from the International Boundary with Mexico; (2) bypass encasement infrastructure for the New River from a point downstream of the International Boundary to a point downstream of the eastern boundary of the City of Calexico to address the public health threat that new River water quality poses to the southern area of the city; and (3) a pump-back system to take treated wastewater from the existing Calexico Waste Water Treatment Plant (WWTP) and discharge it into the New River channel at a point near the proposed river diversion and encasement structure. The proposed bypass infrastructure consists of a 72-inch fiberglass, reinforced mortar pipe that traverses the floodplain on the south banks of the River. Engineering plans showing the alignment of the 72-inch pipe are available for review upon request by contacting Mr. Jose L. Angel, P.E., the City Project Manager at (760) 877-0234 or by email at jlmac-pe035@outlook.com.

The Project is entirely within the City of Calexico. The City is in the southernmost portion of Imperial County, California, along the US-Mexico International Boundary. The City is approximately 125 miles east of San Diego and borders the City of Mexicali, Baja California, Mexico. Please refer to Figure 1, below, for the regional location of the Project.

Figure 1 - Regional Location Map



The groundwater data are needed as part of a comprehensive monitoring Program to determine the groundwater levels and direction of flow **between the floodplain and riparian areas of the New River in Calexico.**

Figures 2, below, show the Project site, Project's main components, New River, and jurisdictional wetlands that have been delineated as part of the Project. It also shows the specific wetland areas of interests for characterizing the elevation and direction of flow of first-encountered groundwater. Based on previous investigations for the area, first-encountered groundwater in the Project area is expected to be relatively shallow, 8-20 feet bgs.

Figure 2 – Project Site and Main Components



III. SCOPE OF WORK

The following is a representative sample of the work scope for this project. It is not meant to be all inclusive and the actual engagement will certainly require additional duties of a similar nature to those summarized below as the need arises. In fact, responses to this RFP are strongly encouraged to suggest other tasks and duties that may be applicable and useful to the City.

The selected consultant will provide hydrological services that include a recommendation on (1) a proposed groundwater monitoring network consisting of a sufficient number of either groundwater monitoring wells or piezometers, as appropriate, and their recommended locations; and (2) proposed work to install and develop the monitoring network to determine groundwater elevation and direction of flow in key areas in the vicinity of the New River in Calexico, pre-Project and post-Project implementation.

TECHNICAL CONSIDERATIONS AND RESTRICTIONS

1. The proposed monitoring network needs to monitor groundwater in the area(s) between the 72-inch pipe and the Wetlands of Interest, and it can be installed in phases if needed.
2. For a phased approach, the first phase shall consist of the minimum number of monitoring devices (i.e., wells or piezometers, as appropriate) that are necessary to determine overall groundwater elevations and direction of flow, for example, for the area between the 72-inch and the Wetlands of Interest in front of Shelter Drive, near the Airport. Alternative location for sitting the devices will also be considered based on their technical merit and cost advantages.
3. Groundwater elevation must be ascertained within 0.01". If the proposal is for groundwater monitoring wells, depth to groundwater will likely be measured manually with a water level tape meter and groundwater samples will be collected using a portable submersible pump.
4. In designing the network and type of monitoring device, careful consideration must be given to the protection of the devices from New River overflows and stormwater runoff into the floodplain where the devices may be located. Also, the U.S. Border Patrol routinely patrols the floodplain and the River.
5. Additionally, the design must consider ease of monitoring groundwater elevations using one type of device vs. other(s) (e.g., wells vs. the various more commonly used piezometers, the type of piezometer recommended for this project); and cost advantages of one device vs. the other.
6. At least one round of groundwater samples will be collected from the monitoring network to get an idea of overall groundwater quality. Additional samples, however, may need to be collected though.
7. The monitoring network must be safely accessible to City personnel for monitoring purposes. It must also be properly secured to prevent tampering with it and vandalizing it.

TASKS

Tasks required for the scope of work cited above include but are not limited to those listed below:

1. Review existing Jurisdictional Delineation of Waters of the United States (WoUS) reports (e.g., Jurisdictional Delineation); and previous hydrologic studies for the Project area and the New River, and its floodplain in the Calexico area.
2. Prepare a technical report for City review and approval with the recommended groundwater monitoring network to determine elevation and direction of flow of first-encountered groundwater in the key area cited above, pre-Project and post-Project implementation. The recommendation must include:
 - a. The technical rationale for the number, location, and type of monitoring device.
 - b. A map showing the proposed location of the monitoring devices.
 - c. A diagram showing the typical construction features of the proposed device (e.g., typical length, screen section/interval, bentonite seal(s), type of casing, etc.).
 - d. A description of the proposed technique to install and develop the monitoring network.
 - e. Proposed procedures to properly handle and disposed of development and purged water, as appropriate.
 - f. Proposed Quality Assurance (QA) procedures for collecting one round of groundwater samples, including sample types, sampling techniques for sample collection, sample containers, holding times, chain-of-custody procedures, and analytical methods.
 - g. Proposed health and safety plan to carryout field task.
 - h. A proposed schedule to install and develop the monitoring network and collect one round of groundwater samples from the network to investigate overall groundwater quality (see Item 3, below).

The consultant shall being work on Tasks 1 and 2 within 5 working days following contract award from the City and shall complete these Tasks and submit the technical report required by Task 2 within 30 days following the award. The technical report must be prepared by a California registered civil engineer or professional geologist experienced in these types of investigations.

3. Within 15 days following City approval of the technical report, obtain the necessary permits to survey, install, and develop the approved groundwater monitoring network and collect one round of groundwater samples from the network for lab analyzes of major ions, TDS, E. Coli, and metals. The City owns the property in the floodplain where the network will be located, except for a very small area near the Energy Dissipater, on the west side of the Project.

The work performed under this task must be conducted under the direct supervision of California registered civil engineer or professional geologist experienced in these types of investigations. Lab analyses must be performed by a California approved ELAP laboratory.

4. Within 30 days following installation and development of the network and collection of the samples, prepare a technical report for the City discussing the results of the installation and development of the network, purging and sampling the network (as appropriate), and the lab results. The report must describe but needs not be limited to:
 - a. Technique used for installation of the network and findings (e.g., field conditions during installation, boring logs, soil types, etc.).

- b. Construction features of the monitoring devices and a diagram for each device showing their characteristics and surveying data (e.g., elevation of the casing of wells relative to MSL, total depth, screen section(s), type of casing, etc.).
- c. Depth to and elevation of first-encountered groundwater, its direction of flow, and groundwater contour map(s) thereof, as appropriate.
- d. QA procedures used.
- e. Groundwater quality lab results.
- f. Conclusions and recommendations, as appropriate.

The technical report must be prepared by a California registered civil engineer or professional geologist experienced in these types of investigations.

IV. CITY'S DUTIES AND RESPONSIBILITIES

The City shall undertake the following duties and responsibilities:

- 1. Coordinate with the Consultant by way of in-house meeting, correspondence, telephone, and/or e-mail for purposes of facilitating implementation and completion of the project in a timely and acceptable fashion.
- 2. Pay all applicable permit fees imposed by the City.
- 3. Review, comment on, and approve the Consultant's reports, designs and plans within a reasonable period of time.
- 4. The City will pay the Consultant in conformance with a mutually agreed upon schedule within 30 days after receipt of an invoice (payment of invoices may be arranged to coincide with completion of stages of work).
- 5. The City will not provide dedicated work space facilities (i.e., office space).
- 6. The City shall furnish all applicable policies, procedures and reference materials that represent the City's minimum requirements.

V. RFP CONTENT

The submittals in response to this solicitation shall not exceed 25 total pages in length including cover letter, Statement of Qualifications, proposed staffing plan, proposed approach, and labor rate sheet. No appendices or elaborate brochures or other presentation material are desired. The RFP submittal content and format should demonstrate ability to follow direction set forth in this RFP. The RFP should be organized in the following sequence:

Cover Letter - Describe the firm's or team's interest in and commitment to the tasks required.

Statement of Qualifications (SoQ)—Describe the qualifications of the firm and its staff who would be involved in the scope of work, including specific job examples that describe the

firm's experience in handling similar hydrologic investigations; and specific staff credentials (e.g., education, degrees, special training, professional registrations, years of professional experience, relevant experience, etc.). The descriptions should include what services were performed, the date of the project, unique features of the project which would be beneficial to the City, and a client reference including email and phone contact information. Evaluation of this segment will be heavily weighted on your client reference remarks as solicited by the City.

Proposed Approach – Provide a detailed explanation of the approach the firm would take for selecting the monitoring devices and completing the work, addressing the tasks above and discussing the issues, challenges and solutions you would employ during the engagement. In particular describe what issues the firm foresee working in the floodplain and with its role as the Consultant. Please also describe the firm's overall approach to this role and how it anticipates interacting with the entire team including the City Project Manager and Public Works Department Manager.

Proposed Staffing Plan –Designate the Principal, the Project Manager in charge of the project and the City's contact throughout the duration of the contract. The submittal should describe the individuals and their roles on the team. Identify key staff members and a brief resume describing similar projects on which they have been involved, availability of the staff member over the duration of the project, and a description of the benefits the person brings to the team. Indicate recent, relevant experience and references on similar projects where a similar role was performed. Proposals shall clearly establish principal team member firms and sub consultants. An organization chart should be included. Any substitution of key staff during the project will require approval from the City. Evaluation of this segment of the proposals will be focused on individual members as well as the depth of your proposed team.

Agreement Exclusions – Indicate in the proposal any clauses, if any, in the City's proposed agreement which are unacceptable to the firm or team. Federal and State requirements are non-negotiable.

Modified Scope of Work – The Consultant should specifically indicate in its proposal any recommended changes for the "Scope of Work."

Lawsuit History – List any pending or settled lawsuits or professional liability claims in which the Consultant was involved during the past 10 years.

Insurance – A copy of insurance certificate, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits).

Estimated Costs – Submit with your response your hourly rate and overhead information in a separate sealed envelope clearly labeled as follows:

Sealed Fee Schedule Proposal City of Calexico
Hydrology Services

Sealed fee schedule

- I. Develop costs and fees for the services for the scope of work based on hourly rates. Provide a clear breakdown of these costs by task. Task order shall closely mimic the proposed scope. Each task shall include proposed staffing effort, with corresponding hourly rates. List all professional service expenses anticipated including insurance, printing, communications and travel. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, equipment, normal supplies and materials, in-house reproduction services and local travel costs. Indirect costs shall be based on undisputed audited records.

VI. DESIGN WITHIN FUNDING LIMITATIONS

- A. The Consultant shall accomplish the scope of services required under this contract so as to facilitate a phased approach, if needed, to establish groundwater elevations and direction of flow in the area cited above. When bids or proposals for the services exceed the allotted amount for this component of environmental permitting, the City shall analyze the reasons for the excessive prices and, if appropriate, the Consultant shall perform such other services as are necessary to assist the City comply with permitting requirements, within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Consultant shall not be required to perform such additional services at no cost to the City if the unfavorable bids, or proposals are the result of conditions beyond the Consultant's reasonable control.
- B. The Consultant will promptly advise the City's project manager if it finds that the monitoring network being designed and implemented will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information the City's project manager will review the Consultant's revised estimate of construction cost. The City may, if it determines that the estimated construction cost contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (C) below.
- C. The estimated contract price for the services requested and the first phase for installation of the wells or piezometers, as appropriate, herein is estimated to be \$100,000.

VII. 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.

The firm that is selected to do the work must meet the City's minimum insurance requirements prior to the award of the contract. A copy of these requirements is attached in Attachment B.

VIII. TENTATIVE SCHEDULE

Request for Proposal Issued	10/26/2021
Consultant Proposals Due	12/02/2021
Consultant Selection and Negotiations	12/06/2021
City Council Approval of Contract	12/15/2021
Completion of Tasks 1 Through 4	4/01/2022
Project Completion	4/15/2022

IX. SELECTION CRITERIA

Selection will be based upon the following factors:

1. Statement of Qualifications, Firm experience
2. Coordination and supervision
3. Qualifications and experience of staff and/or subconsultants
4. Teamwork
5. Schedule and budget responsiveness
6. Quality Assurance
7. Litigation

X. INQUIRES

Pre-submittal procedural inquires may be directed to Lilliana Falomir, Public Works Manager – Administrative via email at falomirl@calexico.ca.gov.

Pre-submittal technical inquires may be directed to Jose L. Angel, P.E., City Project Manager via email at jlmac-pe035@outlook.com.

XI. SUBMITTAL DEADLINE

Consultant must submit five (5) copies of its proposal with original Consultant signature and one (1) unbound, reproducible copy of the proposal, along with one (1) electronic copy in Adobe Portable Document format (“.pdf”) on a CD or portable USB thumb drive. 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 Hydrology Services” and delivered on or before 2:00p.m. on December 2, 2021 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.

ATTACHMENT A – Scoring sheet for Selection of Consultant

REQUEST FOR PROPOSALS
 FOR
 HYDROLOGY SERVICES
 FOR
 NEW RIVER IMPROVEMENT PROJECT – CALEXICO REACH
 SCORING SHEET FOR SELECTION OF CONSULTANT

Name of Company: _____

Name of Reviewer: _____

Signature of Reviewer: _____

Date: _____

	Selection Criteria	Maximum Points	Score
1	Firm's SoQ: Hydrological Investigations Experience: <ul style="list-style-type: none"> • Number of years in operation and employee turnover rate • Ability to provide a full range of services • Relevant experience on hydrological investigations and using latest technologies for groundwater monitoring • References 	25	
2	Coordination and Supervision: <ul style="list-style-type: none"> • Responsiveness and understanding of scope of work • Evidence and ability to provide efficient and complex groundwater investigations • Ability to maintain quality of work product • Demonstrated experience of managing similar investigations 	20	
3	Qualifications and Experience of Staff and/or Subconsultants: <ul style="list-style-type: none"> • Current workload and record of meeting schedules and projects • Completeness, accuracy and quality of proposal • Present qualification of principals and project team members including a clear definition of primary responsibility of 	25	

	Selection Criteria	Maximum Points	Score
	each, and previous experience performing similar services. <ul style="list-style-type: none"> • Demonstrated recent work experience with similar projects 		
4	Teamwork: <ul style="list-style-type: none"> • Demonstrated team and with experience, ability and willingness to work with the City and represent the City's interests 	10	
5	Schedule and Budget Responsiveness: <ul style="list-style-type: none"> • Demonstrated ability to complete previous projects, to meet critical deadlines, and remain within budget estimates 	10	
6	Quality Control and Assurance: Evidence of: <ul style="list-style-type: none"> • Quality management policies • Assurance that these types of hydrologic investigations are approached with critical and comprehensive thought • Work meets professional standards 	10	
7	Litigation: <ul style="list-style-type: none"> • Firm's history of litigation as both plaintiff and defendant 	20	
Total Value		120	

Comments:

ATTACHMENT B – Insurance Requirements

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2021, 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, 2022. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to 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.

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:

Miguel Figueroa
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
City Clerk