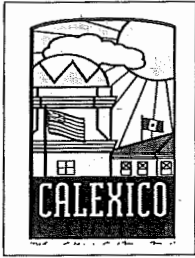


**AGENDA
ITEM
10**



AGENDA STAFF REPORT

DATE: September 19, 2018

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager *DD*

PREPARED BY: Lilliana Falomir, Public Works Manager *L Falomir*

SUBJECT: Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers for Water Pipeline Replacement Project

=====

Recommendation:

Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers for Water Pipeline Replacement Project.

Background:

The objective of this project is to complete the engineering plans, specifications and bidding documents for approximately 6,300 linear feet of 8-inch diameter PVC water pipeline, to replace existing undersized and aged pipelines ranging from 2-inches to 6-inches in diameter. The locations of the proposed Water Pipeline Replacement Project are:

- Second Street between Blair Avenue and Andrade Avenue
- Dool Avenue between Second Street and Seventh Street
- Beach Avenue between Second Street and Seventh Street

Discussion & Analysis:

For the above-mentioned work to be completed, Public Works staff is requesting that an engineering firm be hired to design said project and prepare all the necessary documentation. On August 8, 2018, Public Works staff contacted and sent a Request for Proposals (RFP) to all five (5) On-Call Engineering firms that were previously approved by City Council on February 16, 2016. Only three (3) out of the five (5) firm's submitted proposals for Water Pipeline Replacement Project:

1. Dynamic Consulting Engineers \$65,200.00



- | | |
|---------------------------------------|-------------|
| 2. BJ Engineering and Surveying, Inc. | \$73,560.00 |
| 3. The Holt Group. Inc. | \$80,750.00 |

After receipt of all three (3) proposals, Public Works staff conducted an evaluation of the written proposals and rank them accordingly. Public Works staff recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement for Professional Services between the City of Calexico and Dynamic Consulting Engineers for Water Pipeline Replacement Project.

Fiscal Impact:

Budgeted Item for FY 2018-2019
\$65,200.00 – Water Capital Fund

Coordinated With:

Public Works Department.

Attachment(s):

1. Dynamic Consulting Engineers Proposal.
2. The Holt Group, Inc. Proposal.
3. BJ Engineering and Surveying Proposal.
4. Agreement for Professional Services – Dynamic Consulting Engineers.
5. Task Order Request for Proposal dated August 8, 2018.

August 30, 2018

City of Calexico
608 Heber Avenue
Calexico, CA 92231

Attn: Liliana Falomir, Public Works Manager

Subject: Proposal for 2nd Street, Dool Avenue and Beach Avenue Water Pipeline Replacement Project

Dynamic Consulting Engineers, Inc (DCE) is pleased to present this cost proposal for design services for the above referenced project. The City of Calexico is planning on replacing existing undersized and aged pipelines along 2nd Street from Blair Avenue to Andrade Avenue, Dool Avenue between 2nd Street and 7th Street and Beach Avenue between 2nd Street and 7th Street for a total of approximately 6,300 LF of new 8 inch C905 PVC pipe. The project includes the design of the new water pipelines, connections to existing services, fire hydrants and existing distribution lines, preparation of specifications, bid documents, cost estimates and traffic control plans.

The scope of work is as follows:

SCOPE OF WORK:

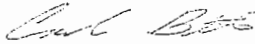
- DCE will prepare topographic field survey. DCE will set vertical and horizontal control per City required benchmark system.
- DCE will research and identify existing utilities and proposed utilities within the project limits.
- DCE will prepare base map at 1" = 30' scale. DCE will identify existing right of ways and easements. DCE will prepare a draft alignment of proposed water main line and meet with the City to discuss and determine the best water main pipeline alignments.
- Once the water main alignments have been determined, DCE will proceed with design of water pipelines. DCE will submit 70% plans, specifications and cost estimate to the City for review and comment.
- DCE will meet with City staff as necessary to assure the development of the plans and specifications meet the City requirements and expectations.
- After the 70% review and comments, DCE will proceed to complete the final plans, specifications, bid documents and cost estimate for a final review before signing all documents.
- DCE will provide final signed plans, specifications and bid documents to City for bid advertisement.
- DCE will prepare traffic control plans.
- DCE will look at the option of constructing project in phases to minimize impacts to local traffic and local residents. DCE will discuss construction phasing alternatives and/or options with City staff to assure construction activities have the least amount of impacts to local residents, travelers and the community.

- DCE will prepare erosion and sediment control plans.
- DCE will assist the City with the bidding process. DCE will attend the pre bid meeting and bid opening. DCE will respond to RFI's.

COST PROPOSAL

DCE will provide the services mentioned in the scope of work for a lump sum fee of **\$65,200.00.**

Again, thank you for giving Dynamic Consulting Engineers, Inc (DCE) the opportunity to serve you.



Carlos Beltran, P.E.
Principal Engineer.



ENGINEERING & SURVEYING, INC.

341 West Crown Court, Suite 100
Imperial, CA 92251
Phone (760) 353-3552
FAX (760) 353-3751

August 28, 2018

City of Calexico
Attn: Lilliana Falomir
Public Works Manager
608 Heber Avenue
Calexico, CA 92231

RE: 2ND STREET, DOOL AVE AND BEACH AVE WATER PIPELINE REPLACEMENT PROJECT

Dear Ms. Falomir,

Thank you for giving BJ Engineering & Surveying, Inc. the opportunity to submit this proposal for the above mentioned project. The not to exceed fee is \$73,560.00 and is for the following scope of work:

- A) Field Survey
 1. Provide Topographical Survey of the Streets
 2. Provide Drawing
- B) Design
 1. Engineer will provide Improvement Drawings for work to be done including:
 - Plan & Profile
 - Details
 - Specification
- C) Bid Documents
 1. Provide Bid Doc (the city is to provide the boiler plate)
 2. Attend a Pre-bid Meeting
 3. Reply to Bidders Questions
 4. Attend a Preconstruction Meeting
 5. Respond to R.F.I.
- D) City Meetings
- E) Pre Bid
- F) RFI
- G) Traffic Control Plan

Schedule:

1. Within-in Four Weeks from Notice to Proceed, the Topo Survey & Drawing will be completed.
2. Within Eight Weeks from Notice to Proceed, the Design will be Submitted.
3. Within Twelve Weeks project will be Submitted for Approval.

Hourly Fee Schedule:

Survey Crew	\$270.00/hr
Engineer	\$160.00/hr
Designer	\$105.00/hr

****Any additional work will be done at our hourly rates**

****Please note***The above is good for thirty (30) days from the date of this proposal. Prices are subject to change without notice at any time.*

You will be billed bi-monthly for work in progress and due fifteen (15) days from date of invoice. You agree to pay all collection, attorney, court fees and any other expenses involved in the collection of charges by BJ Engineering & Surveying, Inc. Finance charges will be thirty (30) days after date of invoice. If you agree to the terms and conditions stated above, please sign and return this agreement to our office.

Please contact me at my office should you have any questions or comments.

Sincerely,

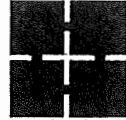
Harvey L. Jennigan Jr.

Authorized Signature

Print Name

Date

Mabel Meza
By: Mabel Meza, Administrative Assistant



August 30, 2018

Ms. Lilliana Falomir
Public Works Manager
City of Calexico
608 Heber Avenue
Calexico, California
92231-2840

Re: City of Calexico – 2nd Street, Dool Avenue and Beach Avenue Water Pipeline Replacement Project – Design, Bidding Assistance and Construction Support Services - THG Proposal Number 2018-068

Dear Ms. Falomir,

The Holt Group is pleased to provide this proposal for the Design, Bidding Assistance and Construction Support Services for the 2nd Street, Dool Avenue and Beach Avenue Water Pipeline replacement project. The Scope of Work for this project includes the following:

I. Scope of Work

Project Design

- Complete a topographic survey. Locate the existing right of way or easement lines. Establish a survey baseline along the street right of way centerline with stations placed at 100 feet on center. Obtain all physical objects along the length of the new and existing water pipeline during the field survey. Locate curb and gutter, barrier curb, sidewalks, pavement areas, signs, light poles, power and telephone poles and similar objects along the pipeline length. Locate existing water related infrastructure including water meters, backflow preventers, valves and fire hydrants and similar items. Locate above grade utilities and observable below grade utilities. Locate existing sanitary sewer mains and laterals along the length of the water pipeline. If potholing is required to find sewer laterals, the potholing shall be completed by City forces. Obtain surface elevations along the length of the pipeline at 100 foot stations using established City Benchmarks.
- Contact utility companies. Obtain as-built utility drawings along the length of the existing and new water pipeline.
- Obtain record maps. Verify existing right of ways and easements along the length of the water pipeline.

Project Design

- Prepare 90 % Improvement Plans including a Title Sheet, Index Sheet, Plan and Profile Sheets and Detail Sheets. The Detail Sheets shall include a blowup pipeline connection detail at the beginning and end points of the water pipeline and at each existing branch pipeline connection. Detail Sheets shall also include pipeline trench sections, valve and valve riser details, blowoff details, fire hydrant assembly details, water service details, backflow preventer details and similar water system details. The plans shall also include Traffic Control Plans and Erosion Control Plans.
- In the event the new pipeline is installed in the same location as the existing pipeline a temporary above grade pipeline will be designed to service existing water meter services during the time the existing water pipeline is removed and the new water pipeline is constructed.
- Complete 90% bidding documents and specifications. The bidding documents and specifications shall include an Invitation for Proposals, Instruction for Bidders, Proposal Forms, Contract Documents, General Conditions, Special and Technical Conditions.
- Submit the 90% Improvement Plans, Bidding Documents and Specifications to the City of Calexico for review. Conduct a meeting with the City of Calexico Public Works, Engineering, Fire Department and City Manager's Office to review the plans, specifications and bidding documents. Review new fire hydrant locations with the City Fire Department personnel.
- Complete revisions to the 90% Improvement Plans, Bidding Documents and Specifications after the plans are reviewed by the City of Calexico Staff.
- Provide three (3) hard copies and an electronic disk with AutoCAD, Word and pdf based files of the final plans, specifications and bidding documents to the City of Calexico at the conclusion of the project design phase.

Bidding Assistance

- Assist the City of Calexico with the preparation of the Pre-Bid Conference Agenda and the Pre-Bid Conference Attendance List.
- Attend the Pre-Bid Conference.
- Assist the City of Calexico with the preparation of the Pre-Bid Conference Memorandum.
- Assist the City of Calexico with responding to Contractor Request for Information (RFI) Forms during the bidding phase of the project.
- Assist the City of Calexico with preparing addendum(a) during the project bidding phase.

Construction Support Services

- Attend the Pre-Construction Conference
- Assist the City of Calexico with responding to RFI's during the construction period

II. Exclusions, Exceptions and Assumptions

- It is assumed a Geotechnical Report will not be required for the project design
- It is assumed that Easement and Right of Way acquisitions will not be required for this project.
- It is assumed that the City of Calexico will obtain Title Reports, if necessary, to research and verify easements and right of ways.

III. Compensation

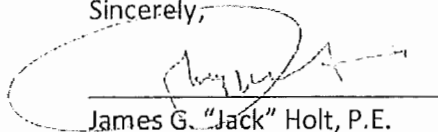
1. Project Design	\$76,000
2. Bidding Assistance	\$2,000
3. Construction Support Services	\$2,500
4. Deliverables (Electronic and Hard Copies of Plans and Spec's)	\$250
Total Engineering Fee	\$80,750

IV. Schedule

See the Design Schedule on the attached page.

Thank you for the opportunity to forward this proposal to the City of Calexico for the Engineering Design, Bidding Assistance and Construction Support Services for the 2nd Street, Dool Avenue and Beach Avenue Water Pipeline Replacement Project. Please contact me if question arise.

Sincerely,



James G. "Jack" Holt, P.E.
Secretary/CFO
The Holt Group, Inc.

8/30/2018

City of Calexico - 2nd Street, Dool Avenue and Beach Avenue Water Pipeline Replacement Project - Design, Bidding Assistance and Construction Support Services - THG Proposal 2018-068

PROJECT DESIGN SCHEDULE

Item No.	Item Description	Calendar Days
1	Project Kick-Off Meeting with THG and City of Calexico Staff	Day 1 (1 day)
2	Complete Survey and Field Investigation	Day 2 through Day 15 (14 days)
3	Complete Utility Research - Obtain As-Built	Day 2 through Day 15 (14 days)
4	Complete 90% Improvement Plans	Day 16 through Day 75 (60 days)
5	Complete 90% Bidding Documents and Specifications	Day 16 through Day 75 (60 days)
6	Forward 90% Improvement Plans, Bidding Documents and Specifications to City of Calexico for Review	Day 76 through Day 89 (14 days)
7	Conduct Meeting with City of Calexico to Discuss 90% Review Improvement Plans	Day 90 (1 day)
8	Revise 90 % Improvement Plans, Bidding Documents and Specifications. Prepare Final Documents.	Day 91 through Day 104 (14 days)
9	Forward Hard Copy and Electronic Copy of Final Improvement Plans, Bidding Documents and Specifications to the City of Calexico	Day 105 (1 day)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 19th day of September, 2018, 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, 2020. 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.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City

may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

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

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be

addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant: 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:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(Proposal dated August 30, 2018)

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 _____, 2018, at _____,
California.

Consultant



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
2nd Street, Dool Ave and Beach Avenue Water Pipeline Replacement Project
August 8, 2018

Introduction

On February 16, 2016, the City of Calexico City Council approved your firm to complete “On Call Engineering” projects. The City needs a qualified engineering firm to complete the engineering plans, specifications and bidding documents for approximately 6,300 linear feet of 8-inch diameter PVC water pipeline, to replace existing undersized and aged pipelines ranging from 2-inches to 6-inches in diameter. The proposed 8-inch pipeline is proposed to be composed of C905 PVC. In general, the pipeline shall be routed as is depicted in the attached illustration. The project will include connecting each existing water service along the pipeline routes, fire hydrants, valves and connections to existing buried water pipelines. Existing pipeline locations and sizes are attached.

Scope of Work

The engineer shall complete a topographic survey of the site – including research for all existing underground and above ground utilities, easements and right-of-ways, existing elevations of improvements as needed and above ground improvements. Elevations shall be based on current established benchmarks. A topographic map shall be prepared showing the above items.

The scope of work shall include all work necessary for completing final stamped engineering plans, specifications and bidding documents. Plans shall include plan and profile view of the pipeline in scale 1" = 30'. 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. Construction management shall be completed by the City, or under a separate task order in the future.

The engineer shall coordinate with the City Fire Department to obtain exact locations of new fire hydrants. The engineer will provide traffic control plans. The engineer shall also ensure that all existing underground utilities that are on record are depicted on the plans, including sewer laterals. If

Viva Calexico!



CITY OF CALEXICO

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Public Works Department

potholing is required to find any sewer laterals, the potholing shall be completed by city forces. Details shall be provided as needed or directed by the city.

The City has budgeted \$950,000 for this project in its Capital Improvement Plan for fiscal year 2018-19.

Proposal

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

Proposals are requested by Thursday August 30th, 2018 by 5:00pm. Please email a PDF proposal to:

Lilliana Falomir
Public Works Manager
City of Calexico
falomir,l@calexico.ca.gov

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