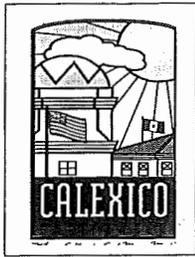


**AGENDA
ITEM
11**



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 *[Signature]*

SUBJECT: Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and BJ Engineering & Surveying, Inc. for Sewer Main Replacement Project.

=====

Recommendation:

Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and BJ Engineering & Surveying, Inc. for Sewer Main Replacement Project.

Background:

The objective of this project is to complete topographic surveys, preliminary engineering, engineering plans, specifications and bidding documents. The locations of the sewer main replacement are:

- Paulin Avenue between 7th Street to 10th Street
- Dool Avenue between 5th Street and 7th Street
- Beach Avenue between 5th Street to 7th Street

The design project will include sewer bypass pumping, rehabilitating sewer manholes, replacement of existing 8-inch gravity pipelines, and installing and connecting each existing sewer service laterals along the new pipeline alignment.

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 Sewer Main Replacement Project:

1. Dynamic Consulting Engineers \$79,500.00

**AGENDA
ITEM**



- | | |
|---------------------------------------|-------------|
| 2. BJ Engineering and Surveying, Inc. | \$79,562.00 |
| 3. The Holt Group. Inc. | \$84,150.00 |

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 BJ Engineering & Surveying, Inc. for Sewer Main Replacement Project.

Fiscal Impact:

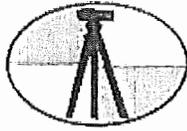
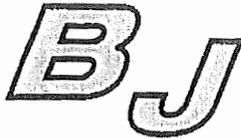
Budgeted Item for FY 2018-2019
\$79,562.00 – Water Capital Fund

Coordinated With:

Public Works Department.

Attachment(s):

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



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: SEWER MAIN REPLACEMENT PROJECT ON DESIGNATED STREETS

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 \$79,562.00 and is for the following scope of work:

- A) Field Survey
 1. Provide Topographical Survey of the Streets
 2. Provide Drawing of Field Survey
 3. Research Existing Underground and Above Underground Utilities
 4. Provide Inspection of all Manholes

- B) Design
 1. Engineer will provide Improvement Drawings for work to be done including:
 - Plan & Profile
 - Details
 - Specification
 - General Notes
 - Traffic Control Plan
 - Temporary Bypass Pumping

- 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.

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. Jernigan Jr.

Authorized Signature

Print Name

Date

Mabel Meza

By: Mabel Meza, Administrative Assistant

August 30, 2018

City of Calexico
608 Heber Avenue
Calexico, CA 92231

Attn: Liliana Falomir, Public Works Manager

Subject: Proposal for Engineering Design Services for Various Sewer Mains Replacement Projects along Paulin Avenue, Dool Avenue and Beach Avenue.

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 deteriorating sewer mains along Paulin Avenue from 7th Street to 10th Street, Dool Avenue between 5th Street and 7th Street and Beach Avenue between 5th Street and 7th Street for a total of approximately 3,600 LF of new 8 inch SDR 35 PVC gravity pipe. Existing sewer laterals will be connected to the new 8 inch sewer mains. The project also includes the preparation of a preliminary engineering report to evaluate the existing condition of sewer manholes and determine the most feasible alternative to the project whether rehabilitating manholes or replacing manholes. This report will be used to determine the final design of the project which will also evaluate temporary sewer bypass pumping during construction.

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 sewer main lines and meet with the City to discuss and determine the best pipeline alignment.
- DCE will inspect and evaluate the conditions of each manhole within the project boundary.
- DCE will prepare preliminary engineering report to evaluate the existing condition of sewer manholes and work closely with City staff to determine the most feasible alternative to the project whether rehabilitating manholes or replacing manholes.
- Once the recommendations of the preliminary engineering report have been accepted by the city and sewer main alignments have been determined, DCE will proceed with design of sewer 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 **\$79,500.00.**

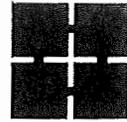
Again, thank you for giving Dynamic Consulting Engineers, Inc (DCE) the opportunity to serve you.



Carlos Beltran, P.E.
Principal Engineer.

The Holt Group, Inc.

Engineering Department



Municipal Design ■ Infrastructure Engineering ■ Construction Management ■ Land Surveying

August 30, 2018

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

92231-2840

Re: City of Calexico – Sewer Main Replacement Project on Designated Streets – Design, Bidding Assistance and Construction Support Services - THG Proposal Number 2018-069

Dear Ms. Falomir,

The Holt Group is pleased to provide this proposal for the Design, Bidding Assistance and Construction Support Services for the Sewer Main Replacement Project on Designated Streets within the City of Calexico. The Scope of Work for this project includes the following:

I. Scope of Work

Preliminary Report

- A field inspection of the sewer manholes along the three (3) sanitary sewer pipeline segments to be improved is to be completed. A brief preliminary report is to be prepared regarding whether it is more efficient and cost effective to rehabilitate the manholes or replace the manholes. The report is also to include an evaluation of the existing sanitary sewer pipelines and whether it is more cost effective and hydraulically efficient to rehabilitate the sanitary sewer pipelines in place or to remove and replace the pipelines. Alternatives with cost estimates shall be included in the report along with a recommendation for rehabilitating or replacing the manholes and sanitary sewer pipeline sections. Engineering Design work will not commence until the City approves the report recommendations or alternatives.

Engineering 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 sanitary sewer 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 mains, water meters, water service pipelines, backflow preventers, valves, fire hydrants and similar items. Locate above grade utilities and observable below grade utilities. Locate the existing sanitary sewer mains, manholes and laterals along the length of the sanitary sewer 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 sanitary sewer pipeline sections.
- Obtain record maps. Verify existing right of ways and easements along the length of the sanitary sewer pipeline.
- Prepare 90 % Improvement Plans including a Title Sheet, Index Sheet, Plan and Profile Sheets and Detail Sheets. The Plan and Profile Sheets shall include the illustration of all know utilities, sanitary sewer pipeline location and slope, manholes, pavement removal and replacement areas, sanitary sewer lateral locations and existing, demolition and construction related keynotes and background information. The Detail Sheets shall include typical pipeline trench sections, sanitary sewer lateral details, manhole details and similar details. The plans shall also include Traffic Control Plans and Erosion Control Plans.
- The improvement plans and specifications shall include provisions for maintaining sewer services to existing lateral connections during the time period the sanitary sewer pipeline is improved.
- 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 and City Manager's Office to review the plans, specifications and bidding documents.
- 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.
- It is assumed that the cleaning and video camera inspection of the existing sanitary sewer pipelines will be completed by the City of Calexico and that all costs associated with this work will be incurred by the City of Calexico.
- The installation of piezometers along the sanitary sewer pipeline segments to determine and monitor water table depth is excluded from the Scope of Work.

III. Compensation

1. Preliminary Report	\$4,000
1. Project Design	\$74,500
2. Bidding Assistance	\$2,500
3. Construction Support Services	\$2,800
4. Deliverables (Electronic and Hard Copies of Plans and Spec's)	\$350

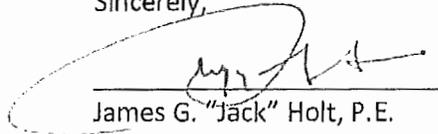
Total Engineering Fee \$84,150

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,

A handwritten signature in black ink, appearing to read "James G. Holt", is written over a horizontal line. The signature is stylized and includes a large loop at the beginning.

James G. "Jack" Holt, P.E.

Secretary/CFO

The Holt Group, Inc.

8/30/2018

City of Calexico - Sewer Main Replacement Project on Designated Streets - Design, Bidding Assistance and Construction Support Services - THG
Proposal 2018-069

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 Preliminary Report	Day 2 through Day 31 (30 Days)
3	Review Preliminary Report with City of Calexico Staff to Determine Sanitary Sewer and Manhole Improvement Method	Day 32 through Day 34 (3 Days)
4	Complete Survey and Field Investigation	Day 35 through Day 48 (14 days)
5	Complete Utility Research - Obtain As-Built	Day 35 through Day 48 (14 days)
6	Complete 90% Improvement Plans	Day 49 through Day 108 (60 days)
7	Complete 90% Bidding Documents and Specifications	Day 49 through Day 108 (60 days)
8	Forward 90% Improvement Plans, Bidding Documents and Specifications to City of Calexico for Review	Day 109 through Day 122 (14 days)
9	Conduct Meeting with City of Calexico to Review 90% Improvement Plans	Day 123 (1 day)
10	Revise 90 % Improvement Plans, Bidding Documents and Specifications. Prepare Final Documents.	Day 124 through Day 137 (14 days)
11	Forward Hard Copy and Electronic Copy of Final Improvement Plans, Bidding Documents and Specifications to the City of Calexico	Day 138 (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 BJ Engineering and Surveying, Inc. ("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: BJ Engineering & Surveying, Inc.
341 West Crown Court, Suite 100
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 28, 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 Sewer Main Replacement Project on Designated Streets 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 topographic surveys, preliminary engineering, engineering plans, specifications and bidding documents. The locations of the sewer main replacement are:

- Paulin Avenue, from 7th Street to 10th Street
 - 8-inch diameter SDR 35 PVC sewer gravity pipeline (2,050 linear feet)
 - 46 sewer laterals, 9 sewer manholes
- Dool Avenue between 5th Street and 7th Street
 - 8-inch diameter SDR 35 PVC sewer gravity pipeline (760 linear feet)
 - 16 sewer laterals, 5 sewer manholes
- Beach Avenue, from 5th to 7th Street
 - 8-inch diameter SDR 35 PVC sewer gravity pipeline (780 linear feet)
 - 8 sewer laterals, 3 sewer manholes

The design project will include sewer bypass pumping, rehabilitating sewer manholes, replacement of existing 8-inch gravity pipelines, and installing and connecting each existing sewer service laterals along the new pipeline alignment.

Scope of Work

The engineer shall complete a topographic survey of the sites – including research for all existing underground and above ground utilities along the pipeline alignment, easements and right-of-ways, existing elevations of tops of all manholes along the alignment, and inverts of all sewer pipelines entering the sewer manholes. Also, include other 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.

Viva Calexico!



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

The engineer shall complete a field inspection of all sewer manholes along the alignments shown above. City staff will assist in opening the manholes if necessary. The engineer shall determine if it is feasible to rehabilitate the existing manholes. The engineer shall prepare a brief preliminary report with alternatives and recommendations; if a new alignment with new manholes is more efficient, use of trenchless technologies, or if excavating and replacing the sewer mains and rehabilitating the manholes in situ is preferable. Final engineering will not begin until the city agrees to the findings in the report.

The engineer shall coordinate with the City Public Works Department to obtain locations of the existing sewer laterals. The engineer shall also ensure that all existing underground utilities that are on record are depicted on the plans, including sewer laterals. If 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 scope of work shall include all work necessary for completing final stamped engineering plans and details, 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 will provide traffic control plans for construction.

The City has budgeted \$1,200,000 for this project in its Capital Improvement Plan for this fiscal year.

Viva Calexico!



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

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
falomirl@calexico.ca.gov

Viva Calexico!