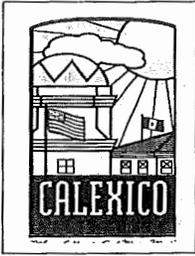


**AGENDA
ITEM**

9



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 The Holt Group, Inc. for Preliminary Engineering for Water Treatment Plant Improvements

=====

Recommendation:

Authorize City Manager to Sign Agreement for Professional Services between the City of Calexico and The Holt Group, Inc. for Preliminary Engineering for Water Treatment Plant Improvements.

Background:

The objective of this project is to complete the preliminary engineering to automate and improve the water treatment plant components as necessary to allow for the potential reduced operator staffing requirements from the State of California Water Resources Control Board (SWRCB). It is anticipated that the improvements necessary to reduce the staffing hours include switching from chlorine gas to another disinfection technology, turbidimeters, analyzers and alarms. It is further anticipated that a reduction of staffing hours will be approved by SWRCB; however, it is understood that the SWRCB has the ultimate approval discretion.

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 two (2) out of the five (5) firm's submitted proposals for preliminary engineering for Water Treatment Plant Improvements:

- 1. The Holt Group, Inc. \$107,000.00
- 2. BJ Engineering and Surveying, Inc. \$105,440.00



After receipt of both proposals, Public Works staff conducted an evaluation of the written proposals and rank them accordingly. The firm that scored the highest was The Holt Group, Inc., therefore, 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 The Holt Group, Inc. for preliminary engineering for Water Treatment Plant Improvements. Please note that The Holt Group, Inc. has assisted Heber Public Utility District and City of Holtville with similar projects.

Fiscal Impact:

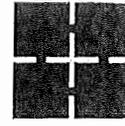
Budgeted Item for FY 2018-2019
\$107,000.000 – Water Capital Fund

Coordinated With:

Public Works Department.

Attachment(s):

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



August 30, 2018

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

Re: City of Calexico – Focused Preliminary Engineering Report (PER) for Water Treatment Plant Improvements – Engineering Services – THG Proposal Number 2018-067

Dear Ms. Falomir,

The Holt Group is pleased to provide this proposal for Engineering Services to prepare a Focused Preliminary Engineering Report (PER) and Operations Plan update. The Focused PER will review the use of liquid sodium hypochlorite or another disinfection system in lieu of chlorine gas to reduce the Water Treatment Plant (WTP) staff hours required to operate the WTP. The Focused PER will also review upgrading the WTP instrumentation and control equipment in conformance with the State Water Resources Control Board Division of Drinking Water (SWRCB) requirements and the updated Operations Plan requirements. Following is the Scope of Work for this project:

I. Scope of Work

1. Prepare Focused Preliminary Engineering Report (PER)

- The Holt Group Engineering Staff will review the existing WTP Operations Plan, SWRCB-DDW's WTP Supply Permit, Public Water System Statistics, WTP Record Drawings, WTP P & ID and Electrical Drawings, Consumer Confidence Report and other documents as background information necessary to prepare the Focused PER.
- The Holt Group will contact and meet with the SWRCB representatives regarding the preparation of the Disinfection System and Instrumentation and Controls Section of the PER.
- The Operations Plan is to be prepared as a separate document after the completion and approval of the Focused PER.
- The Holt Group will contact the County of Imperial Certified Unified Program Agency (CUPA). CUPA monitors and regulates toxic substance operations in Imperial County. As

CUPA monitors and regulates toxic substance operations in Imperial County, CUPA will need to concur with disinfections system changes or alterations and the operational time to be devoted to the disinfection system.

- The Holt Group will review the existing gas chlorination disinfection system, possible liquid sodium hypochlorite disinfection system and other disinfection systems. Manufacturers and Suppliers of disinfection systems will be contacted to review technical requirements and costs. Chemical Suppliers will be contacted to review technical requirements and costs. The disinfection system's operational advantages and disadvantages will be reviewed. The instrumentation, control and alarm requirements of each disinfection system will be reviewed. The capital cost and operation and maintenance costs of the disinfection systems will be reviewed. The plant operator demands of each disinfections system (Hours/Day and Days/Week) will be reviewed. The results of the disinfection system comparison review will be included in the focused PER. A schematic drawing illustrating the layout of the disinfection system alternative components will be included in the PER. A list of components associated with each disinfection system will be included in the PER. A recommendation regarding the preferred disinfection system will be included within the contents of the PER.
- The Holt Group will review the existing Water Treatment Plant system monitoring and control equipment at the WTP. The chemical systems, flow metering systems, turbidimeter, ph, electrically or pneumatically operated valves and all other instrumentation and control equipment shall be reviewed. The Alarm Monitoring of the equipment shall be reviewed. The Focused PER shall include a section which evaluates the existing WTP control and monitoring system and recommends improvements or replacements of the control and monitoring systems to achieve compliance with the SWRCB requirements and allow for the fully automated control (or near fully automated control) of the WTP. The proposed WTP fully automated or near fully automated control shall be illustrated on a Process and Instrumentation Diagram (P&ID). A control description shall also be prepared. An Engineers Opinion of Probable Cost for the installation or replacement of instrumentation and control equipment shall be prepared and included within the contents of the Focused PER.
- A 70 percent Focused PER shall be prepared and forwarded to the City of Calexico Staff and WTP Operators for review. The 70 percent Focused PER shall also be forwarded to the SWRCB for review and comment. A meeting shall be conducted with the Holt Group Engineering Staff, City of Calexico Staff and WTP Operators to review the 70 percent Focused PER document. The final Focused PER document will be prepared after the meeting and review comments are received from the SWRCB and City of Calexico.
- A total of three (3) hard copy Focused PER documents and electronic documents shall be forwarded to the City of Calexico upon completion of the PER.

2. Operations Manual

- The Holt Group will contact and meet with the SWRCB representatives regarding the requirements of the updated operations plan. Also to be reviewed is the

instrumentation, monitoring and alarms associated with the critical WTP equipment and plant systems as it relates to Operation Requirements (and operation personnel time). The Operations Plan shall include the following sections:

- The Operations Manual will be stamped and signed by a State of California licensed Civil Engineer.
- The Operations Manual will include the following sections.
 - a. Overview of the Operations Manual
 - b. Water Treatment Plant Operations and Systems Description
 - Process Flow Description
 - Operation Description of Each Facility
 - Raw Water Reservoir Inlet Pump Station,
 - Raw Water Reservoir,
 - Raw Water Reservoir's Outlet Pump Station
 - WTP's Clarifier
 - WTP's Filter
 - WTP's Filtered Water Pump Station
 - WTP's Storage Tanks
 - WTP's Disinfection System
 - WTP's Various Chemical Facilities
 - WTP's High Service Pump Station
 - WTP's Electrical, Instrumentation and SCAD System
 - East Side Reservoir's Reservoir
 - East Side Reservoir's Pump Station
 - East Side Reservoir's Chlorine Disinfection System
 - Control Description of Each Facility
 - Treatment Capacity of Each Facility
 - c. Sampling, Analysis Program and Compliance Monitoring Section
 - Constituent Monitoring Listing
 - Alarm and Shut Down Capabilities
 - Disinfection Inactivation Process
 - TTHM Removal Process (as applicable)
 - Testing and Sampling Frequency
 - Special Inspections (such as AWWA recommended Reservoir Inspections)
 - Water Plant and Distribution System Requirements as required by regulatory agencies such as SWRCB-DDW.
 - Chemical Dosage Rates
 - Records and Reporting System
 - d. Emergency Disinfection Plan
 - Emergency Notification Plan

- Emergency Chlorination Procedures
 - Water Treatment Plant Failure
 - e. Operating Personnel and Emergency Contacts
 - Listing of all pertinent personnel for Operation
 - f. Safety and Alarms
 - Safety Program Instructions
 - List of Safety Equipment
 - List of Alarms
 - g. Maintenance
 - Record Keeping System of Records
 - General list of equipment to maintain
 - List of Specific Equipment for each Facility
 - h. Include Attachments
 - Water Treatment Plant Layout (Existing and Proposed Site Plans)
 - Water Distribution System Plan (Existing Water Distribution System Plan)
 - Bacteriological Sampling Siting Plan (in coordination with Calexico Staff)
 - Draft of Emergency Notification Plan
- The Operations Manual will be prepared to a 70% draft. The 70% draft will be submitted to City of Calexico and SWRCB-DDW for review and comment. The Holt Group will meet and review the Operations Manual draft to discuss comments.
 - The Holt Group Engineering is to finalize and provide a 100% Operations Manual for submittal to the City of Calexico and the SWRCB-DDW.
 - As per previous experiences with improvements or an update of the Operations Manual of a Water Treatment Plant, SWRCB-DDW will update the Water Supply Permit. The Holt Group Engineering Staff will work with City Staff and assist with the review, comment and coordination with SWRCB-DDW's request for review and comment of the Operations Manual.

II. Exclusions, Exceptions and Assumptions

- Water sampling and testing are excluded from the scope of work.
- The focused PER is confined to a review of the existing and proposed disinfection system and upgrade of the Instrumentation and Controls System.

III. Compensation

1. Preliminary Engineering Report.....	\$68,000
2. Operations Plan.....	\$38,000
3. Deliverables.....	\$1,000

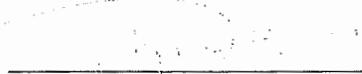
Total Engineering Fee \$107,000

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 Focused Engineering Report for Water Treatment Plant Improvements 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 - Preliminary Engineering for Water Treatment Plant Improvements – Engineering Services - THG Proposal Number 2018-067

PROJECT 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 Review of Existing Water Treatment Plan Operation and Documentation	Day 2 through Day 30 (29 Days)
3	Prepare Preliminary Engineering Report Document to 70%	Day 31 through Day 90 (60 Days)
4	Prepare Preliminary Engineering Report Document to 100%	Day 91 through Day 120 (30 days)
5	Complete Operations Plan to 70%	Day 121 through Day 180 (60 days)
6	Complete Operations Plan to 100%	Day 181 through Day 210 (30 days)



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: PRELIMINARY ENGINEERING FOR WATER TREATMENT PLANT
IMPROVEMENTS**

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 \$105,440.00 and is for the following scope of work:

The objective of this Project is to reduce operator staffing at the Water Plant. The reduction of staffing hours will have to be approved by SWRCB.

- A) Review Existing Conditions, Drawings, Documents and Staff along with:
 - 1. Water Operations Manual
 - 2. Water Supply Permit
 - 3. Public Water System Statistics
 - 4. Consumer Confidence Report
- B) The Consultant shall prepare a Preliminary Engineering Report to Switch from Chlorine Gas to another Disinfection Technology or others.
- C) The Consultant shall compare the Capital and Annual Operational Cost for Switching Disinfection
- D) The Consultant shall submit Preliminary Engineering Report to SWRCB for Review & Comments
- E) The Consultant will meet with City Staff and SWRCB on Improvements at the Water Treatment Plant
- F) The Consultant with direction from SWRCB and City, update Operations Manual

Within Three (3) Months of Notice to Proceed a Draft Report should be ready to review.

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 rate**

*****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

Mabel Meza

By: Mabel Meza, Administrative Assistant

Date

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 The Holt Group ("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: The Holt Group
1601 N. Imperial Avenue
El Centro, CA 92243

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 Preliminary Engineering for Water Treatment Plant Improvements 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 firm to prepare preliminary engineering documents for improvements to the water treatment plant, and work with the State Water Resource Control Board (SWRCB) to assist the city to reduce the required number of operator staffing hours per the 2011 Water Treatment Plant Operations Manual.

The source of the City of Calexico's water is the Colorado River, which is conveyed to the City via the All-American Canal from the Imperial Irrigation District. From the Canal, raw water is normally pumped into the raw water storage reservoir, screened, and is then pumped to the treatment plant. The raw water storage reservoir can be bypassed by diverting the water directly to the Plant Influent Pumps or the water flowing from the canal can flow to the treatment plant by gravity. The turbidity of the plant influent is continuously monitored.

The City of Calexico Water Treatment Plant (WTP) is required by its water supply permit to provide at least (1) minimum certified T3 and D3 Operator at all times, 24 hours a day, seven days a week - which includes the WTP, Raw Water Reservoir and the Eastside Reservoir. The City's WTP consists of multiple treatment units that provide operational flexibility. The City requires engineering assistance to work with the State of California Water Resources Control Board (SWRCB) to reduce the required staffing hours.

The City currently uses chlorine gas for disinfection purposes at the Water Treatment Plant and the Eastside Reservoir; however, consideration is being made to switch to either Sodium Hypochlorite or onsite chlorine generation.

The Operations Manual is a written document explaining how a public water system is to be operated on a day-to-day basis to ensure public health, safety and compliance with applicable regulations. The Operations Manual is one of a water purveyor's most crucial documents. In addition to being an important guide for any new staff, the Operations Manual assures that the utility is operated in a consistent, safe, efficient manner that satisfies all laws, rules, regulations and conditions needed to protect public health.



CITY OF CALEXICO

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Public Works Department

Scope of Work

The objective of this project is to complete the preliminary engineering to automate and improve the water treatment plant components as necessary to allow for the potential reduced operator staffing requirements from the State of California Water Resources Control Board (SWRCB). It is anticipated that the improvements necessary to reduce the staffing hours include turbidimeters, analyzers and alarms. It is further anticipated that a reduction of staffing hours will be approved by SWRCB; however, it is understood that the SWRCB has the ultimate approval discretion.

Specifically, the consultant shall:

1. Review existing conditions, record drawings and documents that include but are not limited to:
 - a) WTP Operations Manual – January 2011
 - b) Water Supply Permit No. 05-14-02P-011
 - c) Public Water System Statistics, Calendar Year 2017 (Total Water Deliveries)
 - d) WTP Record Drawings – also visit the WTP site and meet with staff as necessary to determine existing conditions
 - e) Consumer Confidence Report (CCR)
2. The consultant shall prepare a preliminary engineering report to switch from chlorine gas to another disinfection technology.
 - a) Consultant shall prepare and submit to the city a brief report including recommendations on what disinfection technology is best suited for the city.
 - i. Consultant shall compare the capital and annual operational costs for switching to sodium hypochlorite, onsite chlorine generation or other technologies.
 - ii. Consultant shall submit the preliminary engineering report to SWRCB for review and comment. The report shall be revised by the consultant per any comments received by SWRCB or the city.
3. Correspond and meet as necessary with the SWRCB and City Staff to determine the required improvements at the WTP to reduce the required staffing hours and switch to an alternative disinfection process.



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4. After direction from SWRCB and the city, the consultant shall update the January 2011 Operations Manual to include the recent filter control project, proposed disinfection system, storage tanks, and other items as necessary. The City shall provide the consultant with the current 2011 Operations Manual in Word format.
 - a) The consultant shall prepare a California Civil Engineer stamped and signed Operations Manual detailing the improvements at the WTP, such as turbidimeters, analyzers, alarms, and automations needed to reduce WTP operations staffing hours.
 - b) The draft Operations Manual shall be submitted to SWRCB for review and comments.
 - c) The Operations Manual includes the following Sections. The Consultant shall review, revise and update all sections as necessary:
 - i. Plant process overview and design criteria.
 - ii. Sampling program, monitoring and alarms.
 - iii. Solids contact clarifiers.
 - iv. Plant B Filters.
 - v. Storage tanks.
 - vi. Disinfection.
 - vii. Chemical Systems.
 - viii. Pumping Systems.

The manual should be tailored to the City of Calexico current and/or future water system's size, source water, treatment, water quality, distribution system and available resources and should include a complete, practical handbook of the water system operation.

For detailed information on the Water Treatment Plant, Raw Water Reservoir and Eastside Reservoir, and the requirements for operations and maintenance, the following are available upon request via electronic download from the City's website:

1. WTP Operations Manual – January 2011

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/WTP_Operations_Manual_January_2011.pdf

2. Water Supply Permit No. 05-14-02P-011

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/Water_Supply_Permit_05_14_02P_011.pdf

Viva Calexico!



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3. *Public Water System Statistics, Calendar Year 2017 (Total Water Deliveries)*

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/Public_Water_System_Statistics_Calendar_Year_2017.pdf

4. *Record Drawings*

Chlorine Control Panel

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/Record_Drawings_-_Chlorine_control_panel.pdf

Emergency Generator

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/Record_Drawings_-_Emergency_Generator_Project_No._2017-100.pdf

Water Filtration Plan

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/Record_Drawings_-_Water_Filtration_Plan.PDF

5. *Consumer Confidence Report (CCR)*

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/2017_Consumer_Confidence_Report.pdf

6. *2015 City of Calexico Urban Water Management Plan*

http://www.calexico.ca.gov/vertical/sites/%7B342ED706-1EBB-4FDE-BD1E-9543BAD44C09%7D/uploads/2015_City_of_Calexico_Urban_Water_Management_Plan.pdf

Proposal

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

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

Lilliana Falomir
Public Works Manager
falomirl@calexico.ca.gov

If you have any questions, please do not hesitate to contact the Public Works Department at 760/768-2160.

Viva Calexico!