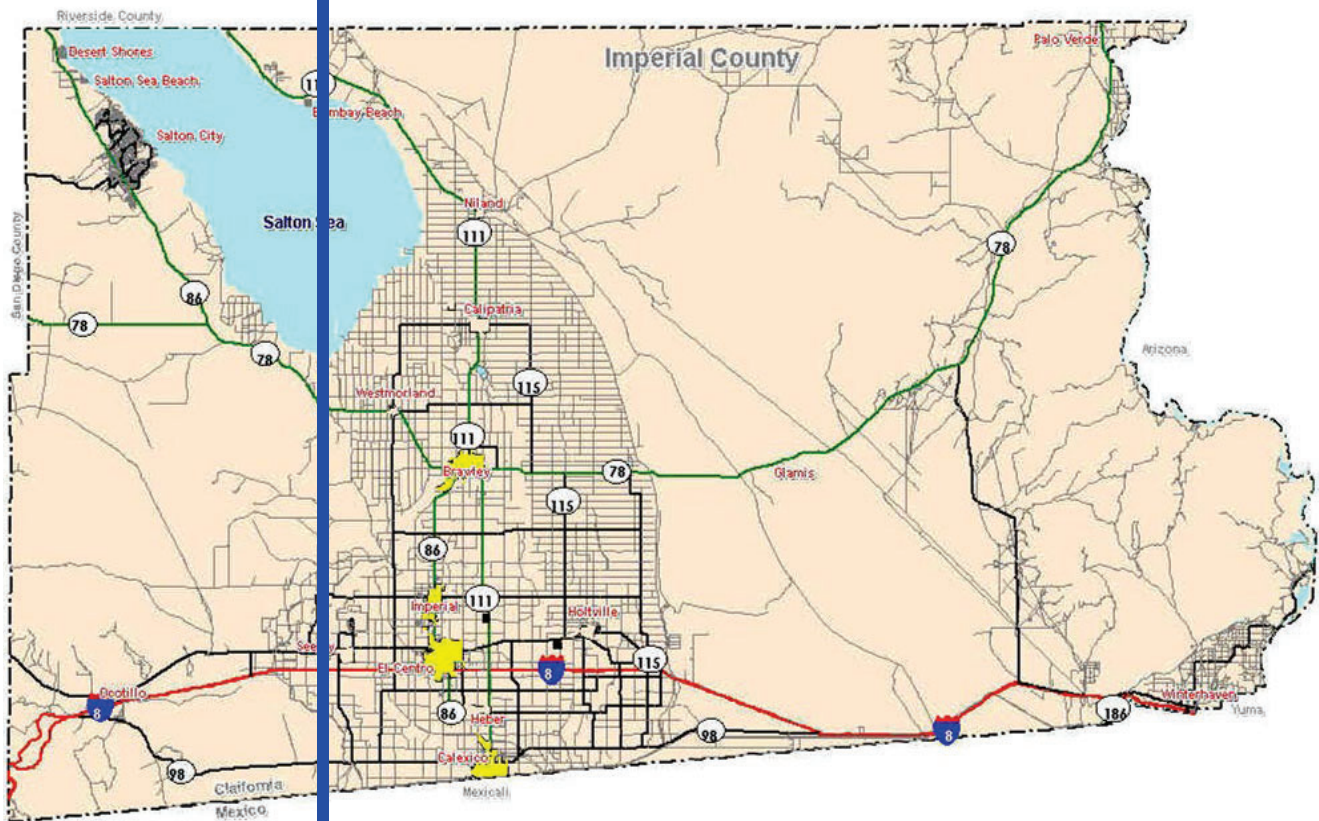




REQUEST FOR PROPOSALS (RFP) ARCHITECTURAL DESIGN SERVICES COUNTY PROJECT NO. SR7197BH

IMPERIAL COUNTY BEHAVIORAL HEALTH SERVICES (ICBHS) ADULT OUTPATIENT MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDER TREATMENT PROGRAM TENANT IMPROVEMENTS



Release Date:

Monday, November 18, 2024

Submission Deadline:

Friday, November 22, 2024, at 3:00 P.M.

Imperial County Department of Public Works
155 South 11th Street, El Centro, CA 92243
Phone: 442-265-1818

Special Notice

Notification of Contractor Registration Requirements (where required)

Pursuant to the requirements of California Labor Code section 1771.1, all contractors and subcontractors that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

All contractors, including subcontractors, listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered contractors and/or subcontractors will be deemed non-responsive.

NOTE: DIR number is to be specified on the cover page of the consultant proposal. Proof of registration for consultant and sub consultant shall also be submitted as an exhibit of the proposal.

Application and renewal are completed online with a non-refundable fee of \$400. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

SOURCES OF INFORMATION

INFORMATION	WEBSITE
Department of Industrial Relations (Public Works)	http://www.dir.ca.gov/Public-Works/PublicWorks.html
SB 854 Fact Sheet	http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
Senate Bill 854 Compliance	http://www.dir.ca.gov/Public-Works/SB854.html
Public Works Contractor (PWC) Registration	https://www.dir.ca.gov/public-works/contractor-registration.html
Classifications and Minimum Labor Rates	http://www.dir.ca.gov/OPRL/Pwd/

NOTIFICATION

The following Request for Proposals is for Architectural/Engineering Services for the County of Imperial. The County of Imperial invites professional firms to submit proposals to provide Architectural Services for the Imperial County Behavioral Health Services (ICBHS) Adult Outpatient Mental Health Services and Substance Use Disorder Treatment Program Tenant Improvements, located at 220 Main St., Brawley, CA 92227.

If your firm is able to complete the requested task(s), please submit a response to the request by Friday, November 22, 2024, at 3:00 P.M.

A site walk-through is not anticipated for this RFP process.

Please email a pdf copy of the response to the following personnel:

- Norma Lillegard, CIP Project Coordinator via email at normalillegard@co.imperial.ca.us
- Naomi C. Robles, Administrative Analyst III via naomirobles@co.imperial.ca.us

Responding consultants must also follow up with a digital submission and the submittal of two hard copies of the proposal. Responses will be evaluated and the selected firm shall receive a Notice to Proceed. Questions shall be submitted to Norma Lillegard and Naomi Robles, at the above-mentioned email addresses.

Each firm will receive the following:

- Copy of the RFP which includes background information, scope of work and deliverables.
- **See Exhibits A-G** for site information and program needs and information.

BACKGROUND

The Imperial County Behavioral Health Services Department is seeking to remodel an existing County owned two-story building to expand the adult outpatient mental health services on the second floor and establish an adult outpatient substance use disorder (SUD) treatment program on the first floor of the property, inclusive of site improvements to better accommodate their program's needs and provide necessary local public services located at 220 Main St., Brawley, CA 92227.

SCOPE OF WORK

The Imperial County Public Works Department is seeking Architectural Services to provide:

1. Conceptual Drawings (Floor Plan(s) Layout and

2. Site Improvements (Parking, Path of Travel, Driveway, Landscaping, Utilities, Etc.)
3. The above shall meet and comply with current federal, state, and local building, program, ADA and energy codes and estimates.

The project design and estimate consists of an assessment, inspection and evaluation of the existing site to determine all work to be performed as part of the requested new building and site improvements. All applicable aspects of the building shall be considered in the conceptual floor plans and site plans and construction plans and estimates, such as the testing and abatement/removal of carcinogens (lead, asbestos, mold, Phase 1 and Phase 2 (if applicable)), framing, insulation, roofing, HVAC, electrical, low-voltage (cabling), plumbing, onsite improvements (path of travel), fire and safety, and accessibility.

1. Selective Demolition (Interior, Exterior and Site)
2. Remediation (Asbestos, Lead and Mold, if applicable)
3. Architectural/Engineering Services
4. Environmental/Carcinogenic Testing and Studies (Phase 1 & 2)
5. City Services – Capacity
6. Utilities – upgrades (if applicable).
7. Project timeline
8. Cost estimate(s)
9. Assistance with the grant bid application process

See **Exhibit C**: For additional programs needs and information.

Note: This is not an all-inclusive list, it shall be the consultant's responsibility to provide a finished product which meets all applicable codes and the client's requirements.

A. DESIGN PROPOSED SCHEDULE

Task	Tentative Milestone Dates
Release of Request for Proposals (RFP)	Monday, November 18, 2024
Submittal Deadline	Friday, November 22, 2024, at 3:00 P.M.
Phase 1 - Award Date	Tuesday, November 26, 2024 (tentative)
Notice to Proceed Date	Tuesday, November 26, 2024 (tentative)
Design Overall Completion Date & Estimate(s) (Submittal to County)	Monday, December 9, 2024, by 3:00 P.M.
Phase 2 – Award Date	To be determined

B. PHASE 1

Task 1: Project Scoping and Concept Design (10% Design).

1. The selected consultant will meet with County staff to develop a full understanding of the project. Necessary filed data will be obtained by the consultant to prepare working drawings.
2. Prepare a floor plan for the new facility and provide construction estimates for the following.
 - a. Building Improvements
 - i. Floor plans
 - ii. Cost estimate
 - b. Cost Estimate for the Site Improvements to include (but not limited to the following).
 - i. Utility Improvements
 - ii. Grading
 - iii. Encroachments/Driveway (include design)
 - iv. Parking (include design)
 - v. Landscaping (include design)
 - vi. Determination of Site Controls (legal, deed, and/or parcel map)
 - c. Construction Timeline.
3. Provide conceptual drawing and shall develop/apply evaluation criteria to assess and weigh the relative advantages and disadvantages of each conceptual design alternative.

C. PHASE 2 (Award to be determined and at the discretion of the County)

Task 2: Preliminary Drawings (30% Design).

1. Conduct carcinogen testing; inclusive of lead, mold and asbestos, and provide a report and abatement/removal recommendation.
2. Shall be responsible for providing an outline specification, identifying specification sections and major building material systems and finishes.
3. Shall provide a schematic design estimate of probable costs. The estimate shall include major components and identify escalation factors.
4. Shall prepare a schedule for the construction period, identify phased work and any long-lead time for specialty items.
5. The Consultant will be responsible for issuing schematic design documents that are in compliance with the program, the budget, and the schedule as set forth by the County.
6. Provide Minutes of meeting(s).

Task 3: Design Development – Bid Documents (60% Design)

7. All miscellaneous consultant work shall be sufficiently developed that could impact design, performance and coordination.
8. Provide a draft 24x36 plan set copy and a pdf copy of all specification sections and front-end documents.
9. Update the schematic design estimate of probable costs.
10. Prepare an updated schedule for the construction period.
11. Provide design development documents that are in compliance with the program, the budget, and the schedule as set forth by the County.
12. All of the above shall also be provided in electronic formats (AutoCAD, MS Word, pdf, etc.).
13. Provide Minutes of meeting(s)

Task 4: Bid Documentation (75-100% Design)

14. The consultant shall, at a minimum, provide the following documentation:
 - a. One full-size reproducible set of final building construction and improvement plans with each page wet stamped and signed by a licensed professional.
 - b. Three 24x36 copies of the final building construction and improvement plans.
 - c. Three unbound copies of project construction specifications.
 - d. One hard copy of the final Architect's / Engineer's Cost estimate.
 - e. All of the above shall also be provided in electronic formats (AutoCAD, MS Word, pdf, etc.).
15. Prepare a final schedule for the construction period.
16. Shall submit any engineering or other calculations used in the design. Design calculations shall be submitted in hard-copy format and bound.
17. Secure all necessary permits.
18. Develop the scope of work for inclusion to the bid documents for special inspection services required during construction.
19. Process permits through the applicable governmental agency until the permit is approved.

20. Provide Minutes of meeting(s).

Note: This is not an all-inclusive list; it shall be the engineer's responsibility to provide all the required design requirements for a final product. The consultant shall be responsible to provide a complete set of plans and specifications necessary for the overall project per applicable local, state, federal code and program regulatory requirements.

Task 5: Bid Phase

21. During the bid phase respond bidder's Request(s) for Information (RFI(s)), issue clarifications and addenda, as necessary, attend the pre-bid meetings (includes site walk-through), review and provide responses to bidders.

22. Review and respond to substitution requests.

Task 6: Construction Phase

23. Conduct a post-award meeting at the Public Works Department.

24. The Consultant Team shall be a representative of, and shall advise and consult with, the County during the construction phase.

25. Shall provide assistance with the following:

- a. Review and respond to shop and field drawings submittals, and substitutions submitted by the Contractor for compliance with permits and contract documents.
- b. Review submittals and provide written responses and recommendations.
- c. Review change orders and provide written responses and recommendations.

26. Address Request for Information (RFIs) from the Contractor and Building and Safety inspectors, as needed.

27. Prepare preliminary and final punch lists for substantially completed construction work.

28. Prepare record (as-built) drawings on original contract documents as per the data supplied by Contractor.

29. Provide Minutes of meeting(s).

D. HOURLY DOCUMENTATION.

1. Include hourly rate schedules.

DELIVERABLES

1. At the conclusion of this project, the Consultant shall submit to the County a project report, the required project file shall need to be submitted before the final payment and retention can be released and as stated below:
2. Two (2) bound copies of the final report including all documentation, logs, plans, permits, and drawings will need to be submitted as well as a copy in PDF form.
3. Items to be included in the final report are as follows:

Construction Documents	Electronic Formats	Hardcopy Formats
Construction Drawings	AutoCAD 2020 (*.dwg)	Full Size Paper (24" x 36"-ANSI D)
Product File	Microsoft Word & PDF Format	Letterhead
Supplemental Design Reports, (If Applicable)	Microsoft Word & PDF Format	Letterhead
Design Calculations	Microsoft Word or Excel & PDF Format	Letterhead
Minutes of meeting(s)	Microsoft Word & PDF Format	Letterhead

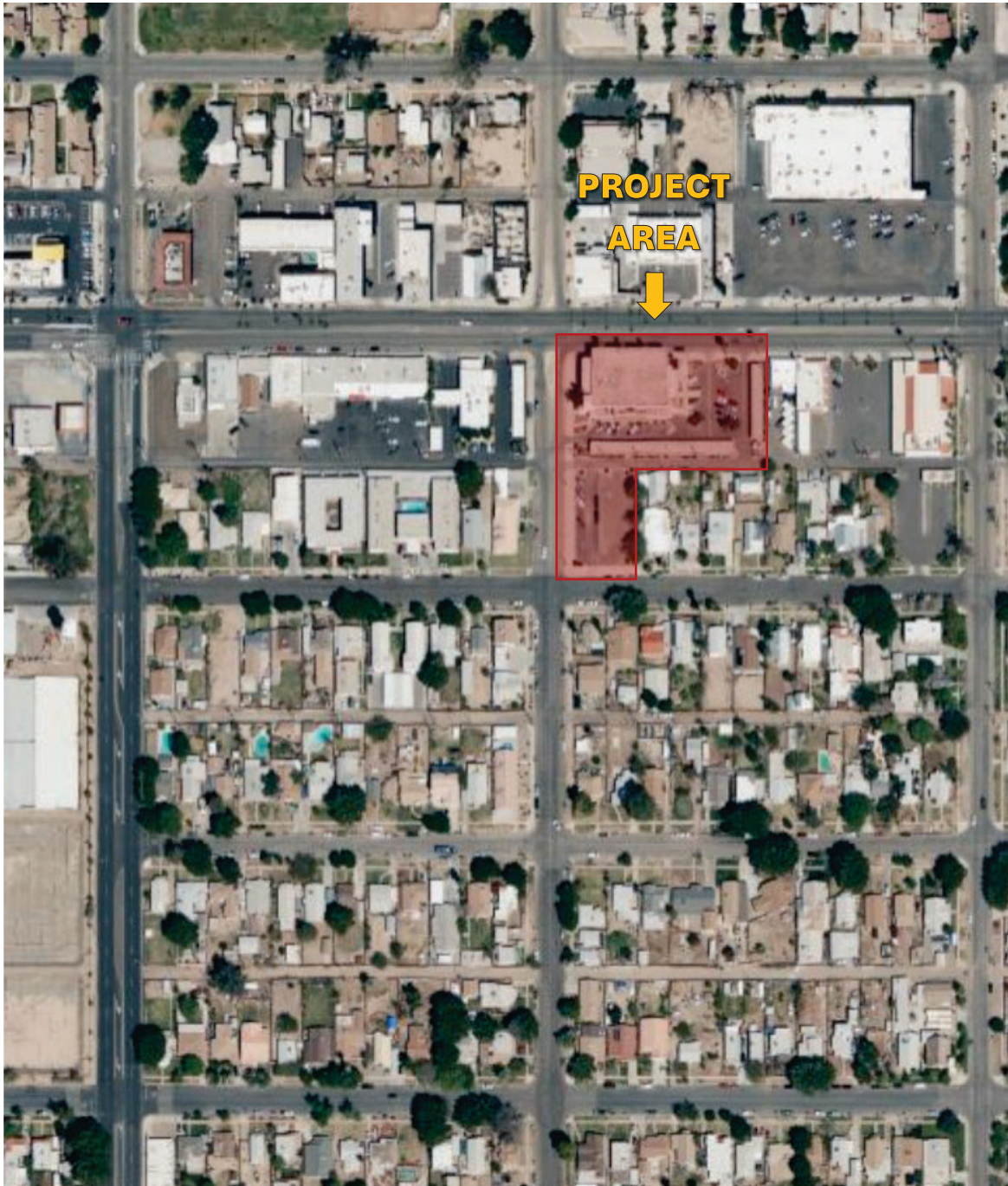
FEES

Consultant shall provide a "Lump Sum" proposal, broken down into the various components of the Scope of Work (tasks listed below). No further charges may be incurred unless authorized by the County in writing. The successful consulting firm will be selected based on the understanding of the scope of work and task cost.

COST PROPOSAL SUBMITTAL

No.	Description	Cost per Item
1.	Phase 1: Task 1 Project Scoping and Concept Design (10% Design)	
2.	Phase 1: All Inclusive Estimates	
PHASE 1 TOTAL		
3.	Phase 2: Tasks 2-6	
4.	Phase 2: List of sub-consultants by respective discipline and cost(s).	
5.	Phase 2: All Inclusive Estimates	
PHASE 2 TOTAL		

EXHIBIT A – VICINITY MAP



IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

RFP ARCHITECTURAL DESIGN SERVICES
APN: 048-061-022, 048-061-021 & 048-061-020
ICBHS Adult Outpatient Mental Health Services And Substance Use
Disorder Treatment Program Tenant Improvements
Located at 220 Main St., Brawley, CA 92227
COUNTY PROJECT NO: SR7197BH

EXHIBIT B – LOCATION MAP



IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

RFP ARCHITECTURAL DESIGN SERVICES
APN: 048-061-022, 048-061-021 & 048-061-020
ICBHS Adult Outpatient Mental Health Services And Substance Use
Disorder Treatment Program Tenant Improvements
Located at 220 Main St., Brawley, CA 92227
COUNTY PROJECT NO: SR7197BH

EXHIBIT C - ADDITIONAL PROGRAM NEEDS AND INFORMATION

Background:

In March 2024, California voters passed Proposition 1, that includes the Behavioral Health Services Act (BHSA) and the Behavioral Health Infrastructure Bond Act (BHIBA) of 2024, authorizing California Department of Health Care Services (DHCS) to make additional BHCIP grant funding available to eligible entities. The BHIBA is a \$6.38 billion general obligation bond to develop a wide range of behavioral health treatment, residential care settings, and supportive housing to help provide appropriate care facilities for Californians experiencing mental health conditions and substance use disorders. DHCS has now launched the Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1: Launch Ready grant opportunity to address the historic gaps in the behavioral health continuum of care and meet the growing demand for services and support across the life span of vulnerable individuals in need.

Of the total bond amount, DHCS is authorized to award up to \$4.4 billion to construct, acquire, and rehabilitate real estate assets or to invest in needed infrastructure to expand the continuum of behavioral health treatment resources to build new capacity or expand existing capacity.

ICBHS is interested in applying for this grant opportunity and is requesting your board to approve resolution authorizing ICBHS to apply for the DHCS Bond BHCIP Round 1: Launch ready grant. If awarded, grant funds will be used to remodel the county owned property located at 220 Main Street, Brawley, CA consisting of a 19,000 square feet facility and three parking lot areas. Imperial County Behavioral Health Services (ICBHS) plans to expand adult outpatient mental health services on the second floor and establish an adult outpatient substance use disorder (SUD) treatment program on the first floor of the property. With the remodel of this facility, ICBHS plans to expand its Adult Full-Service Partnership (FSP) program that provides mental health services to adults living with severe mental illness and substance use co-occurring conditions. Currently, the Adult FSP program is co-located with the Adult Anxiety and Depression clinic located at 229 Main Street, Brawley, Ca. The limited space at this location has not allowed the Adult FSP program to expand to increase required staff to meet the needs of the growing demand for services. In addition, the city of Brawley currently does not have a SUD outpatient clinic limiting access to care to those individuals living with a substance use disorders. Currently individuals with substance use disorders must travel to El Centro for treatment or go untreated due to lack of access to care in their community. This treatment gap continues to significantly affect communities in the north-end area of Imperial County as they continue to be the most affected by overdose deaths and hospitalizations as a result of overdoses or substance use. The establishment of these two outpatient clinics at the Brawley property will allow for the expansion services including individual and group therapy, psychiatric services, medication for addiction treatment (MAT), care coordination, and recovery services.

Through this project, ICBHS will address the needs of the unserved or underserved populations in the north-end area of Imperial County. It will assist the homeless population, as services will focus on services to establish more permanent placements and address their behavioral health conditions that prevent them from maintaining housing. Having access to care will address and bridge urgent gaps in the care continuum for people with behavioral health conditions, including seniors and adults with disabilities. Behavioral health services within their community will facilitate care coordination with other

community agencies to address the needs of those with co-occurring disorders and other medical conditions. It will also facilitate services to the justice-involved population as required through the CalAIM initiative by ensuring that those released from county jail and going back to their communities located in the north-end area of Imperial County receive the necessary behavioral health services to prevent them from re-offending. By establishing these much-needed services for the Brawley and north-end community, ICBHS is strengthening local treatment and resources for our most vulnerable communities. This implementation will also improve timeliness and access to care and will allow for continued coordination of other needed local services.

Project Description:

ICBHS will work with the Imperial County Public Works Department (ICPWD) and the County Executive Office (CEO) to develop and approve the floor plans and the schematic plan detailing the architectural and engineering specifications and to obtain all required documentation, which includes proof of site control, preliminary title report, and a full and complete project budget. ICBHS will use about 19,000 square feet of the County-owned property located at 220 Main Street, Brawley, Ca. 92227. The project will consist of a complete remodel for the portion of the facility that will be used for the project. Activities to be completed as part of this process include the initial assessment, inspection, and evaluation of the existing site to determine all work to be performed as part of the construction and site improvements. The remodel will include the installation of new HVAC units, fencing, parking, landscaping, encroachments/driveway, path of travel, fire and safety, and accessibility.

The clinics will consist of space for lobby and reception areas, medical offices for psychiatric and MAT services, therapists' offices for assessments and individual therapy, conference rooms for meetings and group therapy, screening rooms, nursing offices, medication storage rooms, cubicle areas for the Transportation unit, mental health rehabilitation technicians, and SUD counselors, community service workers, child care rooms for clients' children, nursing rooms for employees, break rooms, calming rooms to address urgent conditions, supervisors' and managers' offices, and additional offices that will be made available to other agencies providing services to mutual clients. ADA all-gender restrooms will be included in common areas and well as in the lobby areas for clients and the public.

Bond BHCIP Round 1: Launch Ready grant funding will also cover the cost of the following expenditures associated with this project:

- Professional Architecture Service
- Legal Services
- Change of Order Allocation – Formal Bid
- Construction Management Services
- Project Management Services
- Building Permits and Advertisement
- Construction Cost
- General Liability Insurance
- Information and Technical Services

The project components include but are not limited to the following.

- A conceptual site plan with a forecast of the developmental potential of the property.
- An initial budget—one for each phase and a total budget for acquisition and construction.
- Basis of design outlined includes architectural and engineering narratives.
- Property-specific site investigation report and due diligence done.
- Budget with cost estimates based on site plan/drawings completed.
- Produce a topographical site plan of the existing site.
- Provide new architectural floor plans and site improvements.

EXISTING CONDITIONS & REQUIRED REPORTS.

1. Built in 1975
2. Asbestos, Lead & Mold Testing
3. Carcinogen & Mold Abatement Remediation Removal Plans
4. Geotechnical Report
5. Topographical Site Survey
6. Environmental Assessment Study (Phase 1 (mandatory) & 2 (tentative contingent on Phase 1 results))

INTERIOR REQUIREMENTS.

1. 1ST Floor: SUD Treatment Program:
 - a. Doctor Office with nurse stations and sinks (x2)
 - b. Medication Addiction Treatment (MAT) withdrawal room
 - c. Contingency Management Room
 - i. Drug Testing
 - ii. Restroom (ADA)
 - iii. Private Room
 - iv. Waiting Room
 - v. Desk Area
 - d. Medication Storage and Distribution Room (to include a refrigerator)
 - e. Nurse Office
 - f. Screening Rooms (x2)
 - g. SUD Counselor Office
 - i. Cubicle workstations (x4)
 - h. Therapist Offices (x4)
 - i. Supervisor's Office
 - j. Transport Unit Area
 - i. Cubicle workstations (x6)
 - k. Reception area
 - i. x4 workstations
 - ii. 1 cubicle for OT
 - l. Copier Room
 - m. Group Rooms (x2)

- n. Conference Room
- o. Childcare Room
- p. Staff Restrooms
- q. All-Gender Restroom (x2)
- r. Lobby
- s. Security Guard Space
- t. Calming Area
 - i. Therapeutic room (x2)
 - ii. Desk area

2. 2nd Floor: Adult Outpatient Mental Health Services:

- a. Multi-Program Room (1)
- b. Group Rooms (x2)
- c. Interview Room (1)
- d. Conference room (1)
- e. Copy room (copier upper and lower built-in cabinets)
- f. Reception area (3 workstations with 1 OT cubicle)
- g. Doctor offices (x3)
- h. Clinician/Therapist offices (x4)
- i. MHRT Room
- i. 4 cubicle workstations
- j. Telehealth room (1 with double seating, tv screen, telehealth equipment – camera/mic/speaker)
- k. Nurse offices (2 with sink, upper lower built-in cabinets)
- l. One med/injection room (sink, upper lower built-in cabinets)
- m. Program supervisor office

3. Building Improvements:

- a. HVAC Upgrades (includes electrical upgrade)
- b. New Roof
- c. New Main Entrance Facade
- d. New Energy Efficient Windows
- e. New Energy Efficient Lights
- f. Replace Elevator
- g. ADA Compliance
- h. Restrooms Upgrades

4. SITE IMPROVEMENTS.

- a. Perimeter Fencing (wrought iron)
- b. New Lighting
- c. Parking
- d. Fenced Landscaping Area (smoking area, seating area, shade(s), trees, lawn, etc.)
- e. Demolish Sallyport
- f. Path of Travel –Sidewalks

- g. Driveway
- h. Grading
- i. Outdoor Lighting

OTHER.

- 1. Security Cameras

PREPARE CONSTRUCTION ESTIMATES.

Note: This is not an all-inclusive list, it shall be the consultant's responsibility to provide a finished product which meets all applicable codes and the client's requirements.

The remodel will include the installation of new HVAC system, fencing, parking, landscaping, encroachments/driveway, path of travel, new roof, asbestos and lead testing and remediation, environmental site assessment, fire and safety, accessibility, electrical upgrade, removal of the Sally Port, new main entrance façade, energy efficiency, interior remodel, new elevation, etc.

EXHIBIT D – ASSESSOR’S PLAT MAP

POR. OF TOWNSITE
OM 1-15

Tax Area Code
1-004
1-015

48-06



Bk. 46
Pg. 01

NORTH PLAZA
PLAZA PARK

48

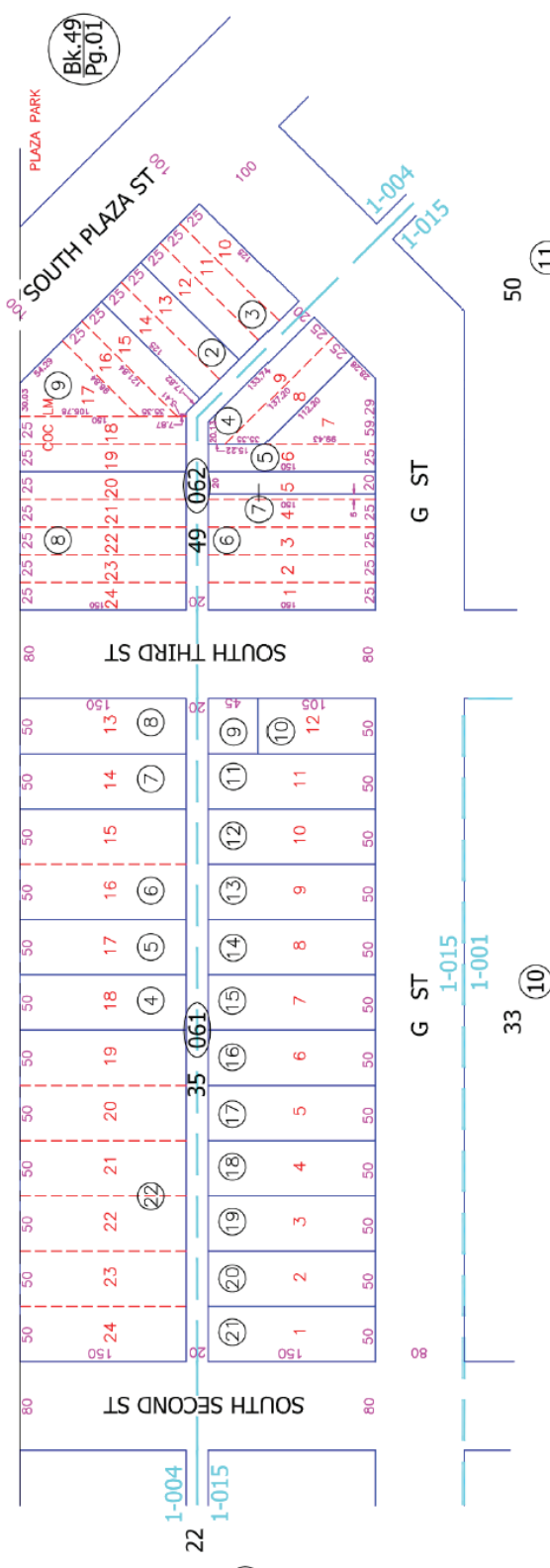
36

RELINQ. TO THE CITY OF BRAWLEY
RESOL. NO.R31139

MAIN ST

100

100



Bk. 49
Pg. 01

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX CODE SEC.327)

10-17-12 MF
2-22-11 MF
3-30-10 LC
12-11-91 DP
9-23-77 JJ
4-29-15 MF
7-12-77 JJ

CITY OF BRAWLEY
Assessor's Map Bk. 48-Pg. 06
County of Imperial, Calif.



EXHIBIT E “INSURANCE REQUIREMENTS”

<u>Insurance</u>	<u>Minimum Limit</u>
<u>Worker’s Compensation</u> Coverage A Employers Liability, Coverage B	Statutory \$1,000,000 per accident for bodily injury or disease

<u>Commercial General Liability Including Contractual Liability</u>	
Operations, Products and Completed Operations:	
Personal/Bodily Injury & Property Damage	\$1,000,000 per occurrence If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/or the general aggregate limit shall be twice the required occurrence limit.

<u>Commercial Automobile Liability</u> (owned, hired, & non-owned vehicles)	
Personal/Bodily Injury & Property Damage	\$1,000,000 per accident for bodily injury and property damage.

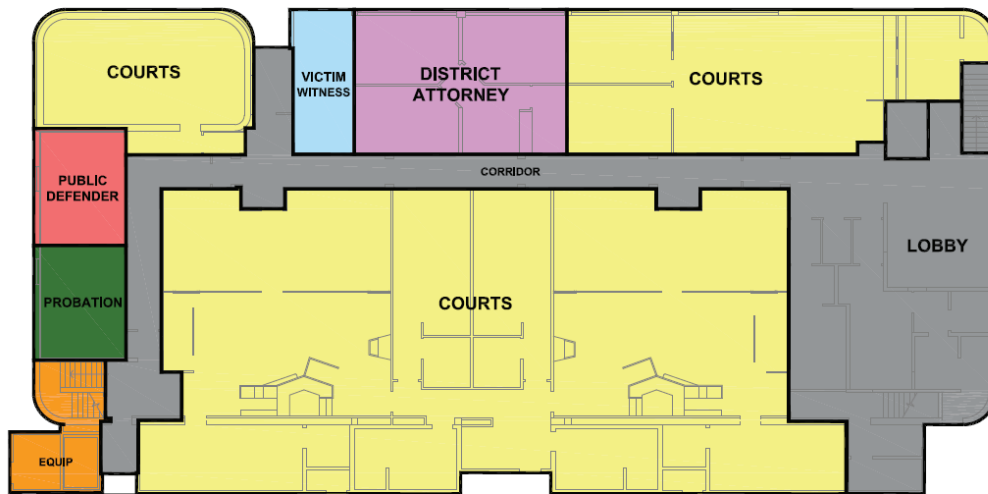
<u>Professional Liability (Errors and Omissions):</u>	Appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$1,000,000 aggregate.
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<u>Additional Endorsements Required:</u>	
1. Waiver of Subrogation	
2. Additional Insured Endorsement	
3. Primary & non-contributory coverage.	

Minimum Scope and Limits of Insurance are subject to additional review after Contractor is selected.

**EXHIBIT F
EXISTING FLOOR & SITE PLANS**

LEGEND			
COLOR CODE	AREA	SPACE ALLOCATION PER SQUARE FEET	
		FIRST FLOOR SQUARE FEET	PERCENTAGE OF FIRST FLOOR ALLOCATION
	COURT EXCLUSIVE AREA	6981	62.59%
	PROBATION	268	2.31%
	PUBLIC DEFENDER	273	2.35%
	VICTIM WITNESS	228	1.96%
	DISTRICT ATTORNEY	779	6.71%
	BEHAVIORAL HEALTH	55	0.47%
	SHERIFF	280	2.24%
	COMMON AREA - 1ST FLOOR	2773	23.87%
	SUB-TOTAL	11617	100%
	BUILDING TOTAL	23077	50,220%



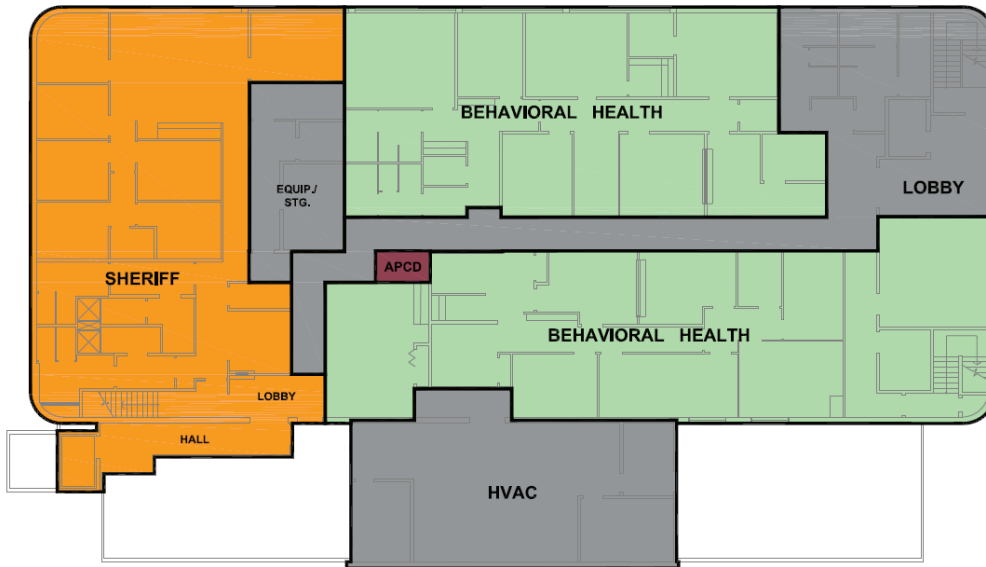
FIRST FLOOR PLAN



SPACE ALLOCATION PLAN

NORTH COUNTY ADMINISTRATION BUILDING
220 MAIN STREET, BRAWLEY, CA 92227

LEGEND			
COLOR CODE	AREA	SECOND FLOOR SQUARE FEET	PERCENTAGE OF SECOND FLOOR ALLOCATION
Light Green	BEHAVIORAL HEALTH	5202	45.17
Orange	SHERIFF	2908	25.25
Dark Grey	COMMON AREA - 2ND FLOOR	3363	29.20
Light Grey	2ND FLOOR TOTAL	11516	100
Dark Grey	BUILDING TOTAL	23077	49.7800



SECOND FLOOR PLAN



SPACE ALLOCATION PLAN

NORTH COUNTY ADMINISTRATION BUILDING
220 MAIN STREET, BRAWLEY, CA 92227

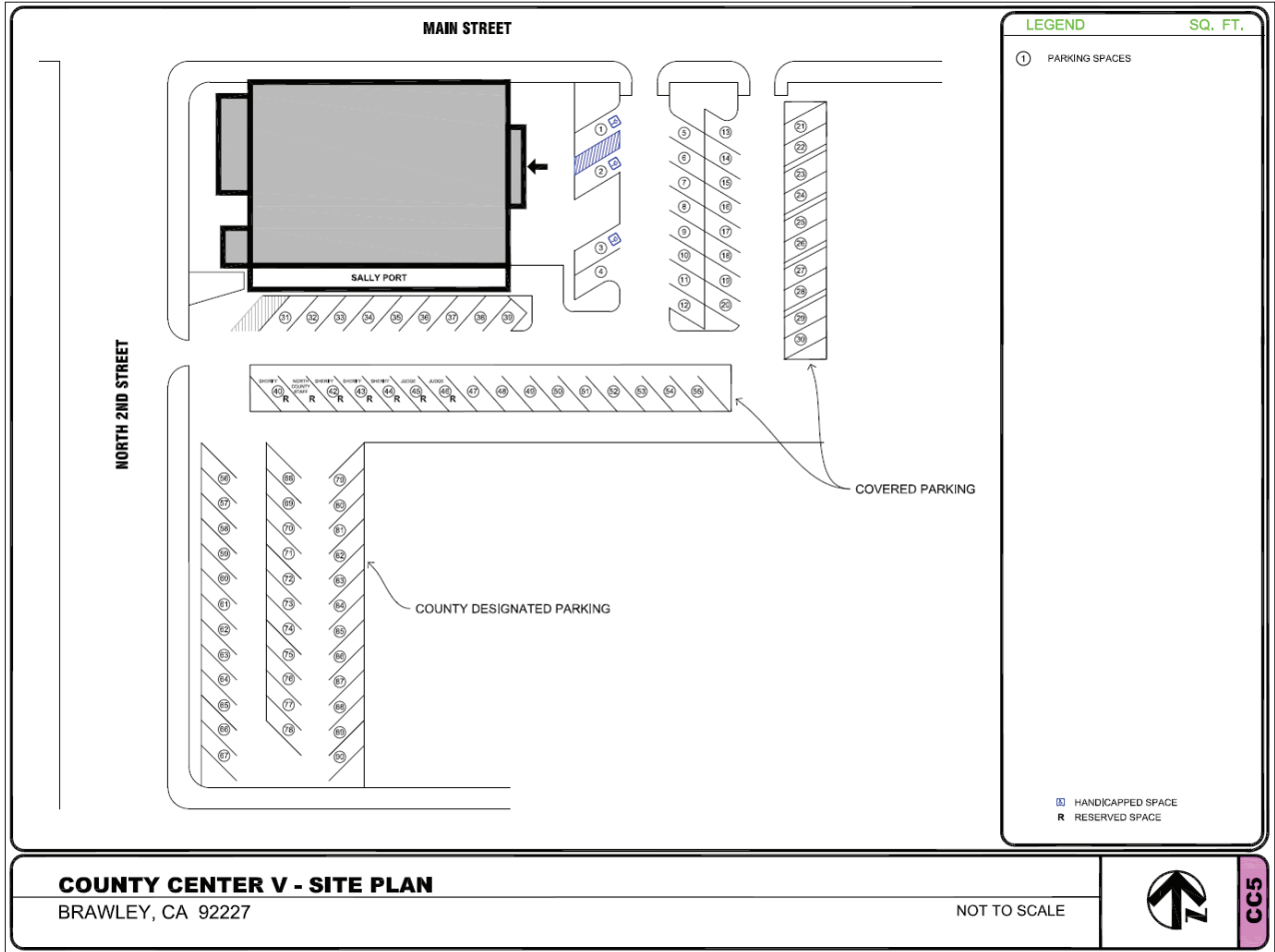


EXHIBIT G
"SAMPLE CONSULTANT AGREEMENT FOR SERVICES"

1 **AGREEMENT FOR SERVICES**

2 **«Consultant_Business_Name»**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective
4 the _____ day of _____, 2024, by and between the County of Imperial, a political
5 subdivision of the State of California, by and through its Department of Public Works
6 (“COUNTY”) and **«Consultant_Business_Name»**, a **<<Consultant Business Type>>**
7 licensed to do business within the state of California (“CONSULTANT”) (individually, “Party;”
8 collectively, “Parties”) shall be as follows:

9 **RECITALS**

10 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to
11 provide **<<Contract Services>>** for **<<Project Name>>**; County Project No.
12 **<<Project Number>>** (“Project”); and

13 **WHEREAS**, CONSULTANT represents that it is qualified and experienced to perform
14 the services; and

15 **WHEREAS**, COUNTY desires to engage CONSULTANT to provide services by reason
16 of its qualifications and experience for performing such services, and CONSULTANT has offered
17 to provide the required services for the Project on the terms and in the manner set forth herein.

18 **NOW, THEREFORE**, in consideration of their mutual covenants, COUNTY and
19 CONSULTANT have and hereby agree to the following:

20 **1. INCORPORATION OF RECITALS.**

21 The Parties certify that, to the best of their knowledge, the above recitals are true and
22 correct. The above recitals are hereby adopted and incorporated within this Agreement.

23 **2. DEFINITIONS.**

24 **2.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project
25 and project requirements to prospective bidders entitled, “**<<Name of RFP>>**,”
26 dated **<<Date of RFP>>**. The Request for Proposal is attached hereto as **Exhibit**
27 **“A”** and incorporated herein by this reference.

1 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled,
2 “<<Name of Proposal>>,” dated <<Date of Proposal>> and submitted to
3 COUNTY’s Department of Public Works. The Proposal is attached hereto as
4 **Exhibit “B”** and incorporated herein this by reference.

5 **3. CONTRACT COORDINATION**

6 **3.1.** The Director of Public Works or his/her designee shall be the representative of
7 COUNTY for all purposes under this Agreement. The Director of Public Works
8 or his/her designee is hereby designated as the Contract Manager for COUNTY.
9 He/she shall supervise the progress and execution of this Agreement.

10 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall
11 responsibility for the progress and execution of this Agreement. Should
12 circumstances or conditions subsequent to the execution of this Agreement require
13 a substitute Contract Manager for any reason, the Contract Manager designee shall
14 be subject to the prior written acceptance and approval of COUNTY’s Contract
15 Manager.

16 **4. DESCRIPTION OF WORK.**

17 CONSULTANT shall provide all materials and labor to perform this Agreement
18 consistent with the RFP and the Proposal, as set forth in **Exhibits “A” and “B.”**

19 **5. WORK TO BE PERFORMED BY CONSULTANT.**

20 **5.1.** CONSULTANT shall comply with all terms, conditions and requirements of this
21 Agreement including all documents incorporated in Section 39.

22 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
23 performance of the obligations assumed by CONSULTANT hereunder; including
24 but not limited to any additional work or change orders agreed upon pursuant to
25 written authorization as described in Paragraph 6.3, and as contemplated under
26 Sections 13, 14, and 28. Proposed additional work or change order requests, when
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1 applicable, will be attached and incorporated herein under **Exhibit “B”** (as “B-1,”
2 “B-2,” etc.).

3 **5.3. CONSULTANT shall:**

4 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
5 that may be necessary and incidental to the due and lawful prosecution of the
6 services to be performed by CONSULTANT under this agreement;

7 **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local
8 laws, ordinances, regulations, orders and decrees which may affect those
9 engaged or employed under this Agreement;

10 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe
11 and comply with all applicable ordinances, regulations, orders and decrees
12 mentioned above;

13 **5.3.4.** It is understood that in the event COUNTY is investigated or audited by any
14 State or Federal governmental agency, or any other recognized
15 investigative/auditing entity, CONSULTANT shall fully cooperate with such
16 agencies’ reasonable and lawful request for information; and

17 **5.3.5.** Immediately report to COUNTY’s Contract Manager in writing any
18 discrepancy or inconsistency it discovers in said laws, ordinances, regulations,
19 orders and decrees mentioned above in relation to the work performed and any
20 plans, drawings, specifications or provisions of this Agreement.

21 **6. REPRESENTATIONS BY CONSULTANT.**

22 **6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in
23 the multiple areas specified in the Proposal. CONSULTANT has represented itself
24 to be an expert in these fields and understands that COUNTY is relying upon such
25 representation.
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- 1 **6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all
2 required licenses and authorities to do business in the State of California and perform
3 all aspects of this Agreement.
- 4 **6.3.** CONSULTANT shall not commence any work under this Agreement or provide any
5 other services, or materials, in connection therewith until CONSULTANT has
6 received written authorization from COUNTY's Contract manager to do so.
- 7 **6.4.** CONSULTANT represents and warrants that any employee, contractor,
8 subcontractor and/or agent who will be performing any of the duties and obligations
9 of CONSULTANT herein possess all required licenses and authorities, as well as
10 the experience and training, to perform such tasks.
- 11 **6.5.** CONSULTANT represents and warrants that the representations contained in the
12 Proposal are true and correct.
- 13 **6.6.** CONSULTANT understands and agrees not to discuss this Agreement or work
14 performed pursuant to this Agreement with anyone not a party to this Agreement
15 without the prior permission of COUNTY. CONSULTANT further agrees to
16 immediately advise COUNTY of any contacts or inquiries made by anyone not a
17 party to this Agreement with respect to work performed pursuant to this Agreement.
- 18 **6.7.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a
19 due diligence review of its files and advise COUNTY of any conflict of interest or
20 potential conflict of interest CONSULTANT may have with respect to the work
21 requested.
- 22 **6.8.** CONSULTANT understands and agrees that in the course of performance of this
23 Agreement CONSULTANT may be provided with information or data considered
24 by the owner or the COUNTY to be confidential. COUNTY shall clearly identify
25 such information and/or data as confidential. CONSULTANT shall take all
26 necessary steps necessary to maintain such confidentiality including but not limited

1 to restricting the dissemination of all material received to those required to have such
2 data in order for CONSULTANT to perform under this Agreement.

3 **6.9.** CONSULTANT represents that the personnel dedicated to this project as identified
4 in CONSULTANT's Proposal, will be the people to perform the tasks identified
5 therein. CONSULTANT will not substitute other personnel or engage any
6 contractors to work on any tasks identified herein without prior written notice to
7 COUNTY.

8 **6.10.** CONSULTANT understands that COUNTY considers the representations made
9 herein to be material and would not enter into this Agreement with CONSULTANT
10 if such representations were not made.

11 **7. TERM OF AGREEMENT.**

12 This Agreement shall commence on the date first written above and shall remain in effect
13 until the services provided as outlined in Section 4, ("DESCRIPTION OF WORK"), have been
14 completed, unless otherwise terminated as provided for in this Agreement.

15 **8. COMPENSATION.**

16 **8.1.** The total compensation payable under this Agreement shall not exceed
17 «Cost of Original Contract», unless otherwise previously agreed to in writing by
18 COUNTY.

19 **8.2.** The fee for any additional services required by COUNTY will be computed either
20 on a negotiated lump sum basis or upon actual hours and expenses incurred by
21 CONSULTANT and based on CONSULTANT's current standard rates as set forth
22 in the Proposal. Additional services or costs will not be paid without a prior written
23 agreement between the Parties.

24 **8.3.** Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible
25 to pay CONSULTANT any compensation, out of pocket expenses, fees,
26 reimbursement of expenses or other remuneration.

27 **9. PAYMENT.**

1 **9.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in
2 **Exhibit “B.”** COUNTY shall pay CONSULTANT for completed and approved
3 services upon presentation of its itemized billing.

4 **9.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of
5 each invoice, not to exceed five percent (5%) of the total compensation amount of
6 the completed project. “Completion of the Project” is when the work to be performed
7 has been completed in accordance with this Agreement, as determined by COUNTY,
8 and all subcontractors, if any, have been paid in full by CONSULTANT. Upon
9 completion of the Project CONSULTANT shall bill COUNTY the retention for
10 payment by COUNTY.

11 **10. METHOD OF PAYMENT.**

12 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit
13 to COUNTY’s Contract Manager or his/her designee, a complete and accurate written claim for
14 compensation for services performed. The claim shall be in a format approved by COUNTY. No
15 payment shall be made by COUNTY prior to the claims being approved in writing by COUNTY’s
16 Contract Manager or his/her designee. CONSULTANT may expect to receive payment within a
17 reasonable time thereafter and in any event in the normal course of business within thirty (30)
18 days after the claim is submitted.

19 Any claim determined to be an improper payment request shall be returned to
20 CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt with a
21 written explanation as to why the claim is an improper request for payment.

22 **11. TIME FOR COMPLETION OF THE WORK.**

23 The Parties agree that time is of the essence in the performance of this Agreement.
24 Program scheduling shall be as described in Exhibits unless revisions are approved by both
25 COUNTY’s Contract Manager and CONSULTANT’s Contract Manager. Time extensions may
26 be allowed for delays caused by COUNTY, other governmental agencies or factors not directly
27 brought about by the negligence or lack of due care on the part of CONSULTANT.

1 **12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

2 **12.1.** CONSULTANT shall hold and possess as the property of COUNTY all papers,
3 books, files, correspondence and other records of all kinds which at any time shall
4 come into its possession or under its control relating only to services performed by
5 CONSULTANT under this Agreement for a minimum period of five (5) years, or
6 for any longer period required by law, from the date said papers came into the
7 possession of CONSULTANT pursuant to this Agreement.

8 **12.2.** CONSULTANT shall surrender all papers maintained by CONSULTANT pursuant
9 to Subparagraph 12 of this Agreement within thirty (30) days of termination of this
10 Agreement.

11 **12.3.** CONSULTANT shall maintain books, records, documents, reports and other
12 materials developed under this Agreement as follows:

13 **12.4.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
14 canceled checks, and other records relating to CONSULTANT's charges for
15 services or expenditures and disbursements charged to COUNTY for a minimum
16 period of three (3) years, or for any longer period required by law, from the date of
17 final payment to CONSULTANT pursuant to this Agreement.

18 **12.5.** CONSULTANT shall maintain all reports, documents, and records, which
19 demonstrate performance under this Agreement for a minimum period of five (5)
20 years, or for any longer period required by law, from the date of termination or
21 completion of this Agreement.

22 **12.6.** Any records or documents required to be maintained by CONSULTANT pursuant
23 to this Agreement shall be made available to COUNTY for inspection or audit at
24 any time during CONSULTANT's regular business hours provided that COUNTY
25 provides CONSULTANT with seven (7) days advanced written or e-mail notice.
26 Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY
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1 for inspection at CONSULTANT's address indicated for receipt of notices under
2 this Agreement.

3 **13. SUSPENSION OF AGREEMENT.**

4 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in
5 whole or in part, for such period as deemed necessary due to unfavorable conditions or to the
6 failure on the part of CONSULTANT to perform any provision of this Agreement.
7 CONSULTANT will be paid the compensation due and payable to the date of suspension.

8 **14. TERMINATION.**

9 COUNTY retains the right to terminate this Agreement for any reason by notifying
10 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation
11 due and payable to the date of termination; provided, however, if this Agreement is terminated
12 for fault of CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only
13 for that portion of CONSULTANT's services that have been approved by COUNTY'S Contract
14 Manager in accordance with this Agreement. Said compensation is to be arrived at by mutual
15 agreement between COUNTY and CONSULTANT; should the parties fail to agree on said
16 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall
17 be binding upon the parties.

18 **15. INSPECTION.**

19 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY
20 to ascertain that the services of CONSULTANT are being performed in accordance with the
21 requirements and intentions of this Agreement. All work done and materials furnished, if any,
22 shall be subject to COUNTY's Contract Manager's inspection and approval. The inspection of
23 such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as
24 prescribed.

25 **16. OWNERSHIP OF MATERIALS.**

26 All original drawings, videotapes, studies, sketches, computations, reports, information,
27 data and other materials given to or prepared or assembled by or in the possession of
28

1 CONSULTANT pursuant to this Agreement shall become the permanent property of COUNTY
2 and shall be delivered to COUNTY upon demand, whether or not completed, and shall not be
3 made available to any individual or organization without the prior written approval of COUNTY.

4 **17. INTEREST OF CONSULTANT.**

5 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
6 interest, direct or indirect, financial or otherwise, which would conflict in any
7 manner or degree with the performance of the services hereunder.

8 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
9 contractor or person having such an interest shall be employed.

10 **17.3.** CONSULTANT certifies that no one who has or will have any financial interest
11 under this Agreement is an officer or employee of COUNTY.

12 **18. INDEMNIFICATION.**

13 **18.1.** CONSULTANT agrees to the fullest extent permitted by law, in accordance with
14 the limits required by California Civil Code § 2782.8, to indemnify, defend, protect
15 and hold COUNTY and its representatives, officers, directors, designees, employees,
16 successors and assigns harmless from any and all claims, expenses, liabilities, losses,
17 causes of actions, demands, losses, penalties, attorneys' fees and costs, in law or
18 equity, of every kind and nature whatsoever that arise out of, pertain to, or relate to
19 CONSULTANT's negligence, recklessness, or willful misconduct under this
20 Agreement ("Claims"), whether or not arising from the passive negligence of
21 COUNTY, but does not include Claims that are the result of the negligence,
22 recklessness, or willful misconduct of COUNTY.

23 **18.2.** In accordance with the limits required by California Civil Code § 2782.8, if
24 applicable, CONSULTANT agrees to defend with counsel acceptable to COUNTY,
25 indemnify and hold COUNTY harmless from all Claims, including but not limited
26 to:

1 **18.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
2 sickness or disease or death to persons including but not limited to COUNTY's
3 representatives, officers, directors, designees, employees, agents, successors
4 and assigns, subcontractors and other third parties and/or damage to property
5 of anyone (including loss of use thereof) arising out of, pertaining to, or
6 relating to CONSULTANT's negligent or reckless performance of, or willful
7 misconduct surrounding, any of the terms contained in this Agreement, or
8 anyone directly or indirectly employed by CONSULTANT or anyone for
9 whose acts CONSULTANT may be liable;

10 **18.2.2.** Liability arising from injuries to CONSULTANT and/or any of
11 CONSULTANT's employees or agents arising out of, pertaining to, or relating
12 to CONSULTANT's negligent or reckless performance of, or willful
13 misconduct surrounding, any of the terms contained in this Agreement, or
14 anyone directly or indirectly employed by CONSULTANT or anyone for
15 whose acts CONSULTANT may be liable;

16 **18.2.3.** Penalties imposed upon account of the violation of any law, order, citation,
17 rule, regulation, standard, ordinance or statute caused by the negligent or
18 reckless action or inaction, or willful misconduct of CONSULTANT or
19 anyone directly or indirectly employed by CONSULTANT or anyone for
20 whose acts CONSULTANT may be liable, including but not limited to:

21 **a.** Any loss of funding, penalties, fees, or other costs resulting from
22 CONSULTANT's failure to adhere to Disadvantaged Business Enterprise
23 requirements and/or goals, as determined by COUNTY or such other
24 lawful entity in charge of monitoring Disadvantaged Business Enterprise
25 compliance;

26 **b.** Any loss of funding, penalties, fees, or other costs resulting from
27 CONSULTANT's failure to adhere to prevailing wage requirements, as
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1 determined by COUNTY, the California Department of Industrial
2 Relations, or such other lawful entity in charge of monitoring prevailing
3 wage compliance;

4 **18.2.4.** Infringement of any patent rights which may be brought against COUNTY
5 arising out of CONSULTANT's work;

6 **18.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
7 regulation, standard, ordinance or statute in any way relating to the
8 occupational health or safety of employees; and

9 **18.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
10 Agreement.

11 **18.3.** These indemnification provisions shall extend to Claims occurring after this
12 Agreement is terminated, as well as while it is in force.

13 **19. INDEPENDENT CONTRACTOR.**

14 In all situations and circumstances arising out of the terms and conditions of this
15 Agreement, CONSULTANT is an independent contractor, and as an independent contractor, the
16 following shall apply:

17 **19.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible
18 for the requirements and results specified by this Agreement or any other agreement.

19 **19.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and
20 results specified by this Agreement and except as specifically provided in this
21 Agreement, shall not be subject to COUNTY's control with respect to the physical
22 actions or activities of CONSULTANT in fulfillment of the requirements of this
23 Agreement.

24 **19.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through,
25 COUNTY, and COUNTY shall not provide, or be obligated to provide,
26 CONSULTANT with Workers' Compensation coverage or any other type of
27 employment or worker insurance or benefit coverage required or provided by any
28

1 Federal, State or local law or regulation for, or normally afforded to, an employee
2 of COUNTY.

3 **19.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and
4 COUNTY shall not withhold or pay, on behalf of CONSULTANT, any tax or money
5 relating to the Social Security Old Age Pension Program, Social Security Disability
6 Program, or any other type of pension, annuity, or disability program required or
7 provided by any federal, State or local law or regulation.

8 **19.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from,
9 or make any claim against any COUNTY fringe program, including, but not limited
10 to, COUNTY's pension plan, medical and health care plan, dental plan, life
11 insurance plan, or any other type of benefit program, plan, or coverage designated
12 for, provided to, or offered to COUNTY's employees.

13 **19.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal,
14 State, or local tax, including, but not limited to, any personal income tax, owed by
15 CONSULTANT.

16 **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall
17 represent and conduct itself as an independent contractor, not as an employee of
18 COUNTY.

19 **19.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
20 bind or obligate COUNTY in any way without the written consent of COUNTY.

21 **20. INSURANCE.**

22 **20.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
23 during the entire term of this Agreement and any extended term therefore, insurance
24 in a sum acceptable to COUNTY and adequate to cover potential liabilities arising
25 in connection with the performance of this Agreement and in any event not less than
26 the minimum limit set forth in the "Minimum Insurance Amounts" attachment to
27 RFP (**Exhibit "A"**) which are incorporated as if set forth fully herein.

1 **20.2. Special Insurance Requirements.** All insurance required shall:

2 **20.2.1.** Be procured from California admitted insurers (licensed to do business in
3 California) with a current rating by Best's Key Rating Guide, acceptable to
4 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
5 ratings must be approved in writing by COUNTY.

6 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-
7 insurance maintained by COUNTY shall be in excess of CONSULTANT's
8 insurance coverage and shall not contribute to it.

9 **20.2.3.** Name The Imperial County Department of Public Works and the County of
10 Imperial and their officers, employees, and volunteers as additional insured on
11 all policies, except Workers' Compensation insurance and Errors & Omissions
12 insurance, and provide that COUNTY may recover for any loss suffered by
13 COUNTY due to CONSULTANT's negligence.

14 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional
15 insured and contains a cross-liability or severability of interest clause.

16 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
17 (30) days written notice has been given to COUNTY. CONSULTANT may
18 not terminate such coverage until it provides COUNTY with proof that equal
19 or better insurance has been secured and is in place. Cancellation or change
20 without prior written consent of COUNTY shall, at the option of COUNTY,
21 be grounds for termination of this Agreement.

22 **20.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
23 original execution, COUNTY may, at its sole discretion, require an increase to
24 liability insurance to the level then customary in similar COUNTY
25 Agreements by giving sixty (60) days notice to CONSULTANT.

26 **20.3. Additional Insurance Requirements.**

1 **20.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
2 also to be notified if any aggregate insurance limit is exceeded.

3 **20.3.2.** The comprehensive or commercial general liability shall contain a provision
4 of endorsements stating that such insurance:

- 5 **a.** Includes contractual liability;
- 6 **b.** Does not contain any exclusions as to loss or damage to property caused
7 by explosion or resulting from collapse of buildings or structures or
8 damage to property underground, commonly referred to by insurers as the
9 “XCU Hazards;”
- 10 **c.** Does not contain a “pro rata” provision which looks to limit the insurer’s
11 liability to the total proportion that its policy limits bear to the total
12 coverage available to the insured;
- 13 **d.** Does not contain an “excess only” clause which require the exhaustion of
14 other insurance prior to providing coverage;
- 15 **e.** Does not contain an “escape clause” which extinguishes the insurer’s
16 liability if the loss is covered by other insurance;
- 17 **f.** Includes COUNTY as an additional insured.
- 18 **g.** States that it is primary insurance and regards COUNTY as an additional
19 insured and contains a cross-liability or severability of interest clause.

20 **20.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any
21 insurance policy required by this Agreement, CONSULTANT shall, if requested by
22 COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums
23 have been paid together with a duplicate copy of the policy or a certificate
24 evidencing the policy and executed by the insurance company issuing the policy or
25 its authorized agent.

26 **20.5. Certificates of Insurance.** CONSULTANT agrees to provide COUNTY with the
27 following insurance documents on or before the effective date of this Agreement:
28

1 **20.5.1.** Complete copies of certificates of insurance for all required coverages
2 including additional insured endorsements shall be attached hereto as **Exhibit**
3 **“C”** and incorporated herein.

4 **20.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

5 County of Imperial
6 Risk Management Department
7 Re: County Project No. <<Project_Number>>
8 940 Main Street, Suite 101
9 El Centro, CA 92243

10 County of Imperial
11 Department of Public Works
12 Re: County Project No. <<Project_Number>>
13 155 South 11th Street
14 El Centro, CA 92243

15 **20.6.** Additional Insurance. Nothing in this, or any other provision of this Agreement,
16 shall be construed to preclude CONSULTANT from obtaining and
17 maintaining any additional insurance policies in addition to those required
18 pursuant to this Agreement.
19

20 **21. PREVAILING WAGE.**

21 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work”
22 within the meaning of California Labor Code section 1720 shall cause
23 CONSULTANT, and its sub-consultants, to comply with the provisions of
24 California Labor Code sections 1775 et seq.

25 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
26 COUNTY’s Department of Public Works and/or Clerk of the Board of Supervisors,
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1 and available to any interested party upon request. CONSULTANT shall post copies
2 of the prevailing wage rate of per diem wages at the Project site.

3 **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

4 **21.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of
5 Labor Code section 1776 regarding retention and inspection of payroll records
6 and noncompliance penalties; and

7 **21.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of
8 Labor Code section 1777.5 regarding employment of registered apprentices;
9 and

10 **21.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of
11 Labor Code section 1810 regarding the legal day's work; and

12 **21.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of
13 Labor Code section 1813 regarding forfeiture for violations of the maximum
14 hours per day and per week provisions contained in the same chapter.

15 **21.3.5.** CONSULTANT has reviewed and agrees to comply with any applicable
16 provisions for those Projects subject to Department of Industrial Relations
17 (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby
18 notifies CONSULTANT that CONSULTANT is responsible for complying
19 with the requirements of Senate Bill 854 (SB854) regarding certified payroll
20 record reporting. Further information concerning the requirements of SB854
21 is available on the DIR website located at: [http://www.dir.ca.gov/Public-
22 Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

23 **22. WORKERS' COMPENSATION CERTIFICATION.**

24 **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with
25 COUNTY the following certification: "I am aware of the provisions of California
26 Labor Code §§3700 et seq. which require every employer to be insured against
27 liability for workers' compensation or to undertake self-insurance in accordance
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1 with the provisions of that code, and I will comply with such provisions before
2 commencing the performance of the work of this contract.”

3 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
4 constitute signing and filing of the certificate.

5 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of
6 hire date, shall be covered by Workers’ Compensation pursuant to statutory
7 requirements prior to beginning work on the Project.

8 **22.4.** If CONSULTANT has no employees, initial here:

9 **23. ASSIGNMENT.**

10 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
11 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ
12 other specialists to perform services as required with prior approval by COUNTY.

13 **24. NON-DISCRIMINATION.**

14 **24.1.** During the performance of this Agreement, CONSULTANT and its subcontractors
15 shall not unlawfully discriminate, harass or allow harassment against any employee
16 or applicant for employment because of sex, race, color, ancestry, religious creed,
17 national origin, physical disability (including HIV and AIDS), mental disability,
18 medical condition (cancer), age (over forty (40)), marital status and denial of family
19 care leave. CONSULTANT and its subcontractors shall insure that the evaluation
20 and treatment of their employees and applicants for employment are free from such
21 discrimination and harassment.

22 **24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race,
23 color, national origin, or sex in the performance of this Agreement. CONSULTANT
24 shall carry out applicable requirements of 49 CFR 26 in the award and administration
25 of DOT-assisted contracts. Failure by CONSULTANT to carry out these
26 requirements is a material breach of this Agreement, which may result in the
27

1 termination of this Agreement, or such other remedy as COUNTY deems
2 appropriate.

3 **24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
4 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
5 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285
6 et seq.).

7 **24.4.** The applicable regulations of the Fair Employment and Housing Commission
8 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4
9 of Title 2 of the California Code of Regulations, are incorporated into this
10 Agreement by reference and made a part hereof as if set forth in full.

11 **24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C.
12 §794 (a)) are incorporated into this Agreement by reference and made a part hereof
13 as if set forth in full.

14 **24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations
15 under this clause to labor organizations with which they have a collective bargaining
16 or other agreement.

17 **24.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of
18 this clause in all subcontracts to perform work under this Agreement.

19 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

20 **25.1.** When applicable, CONSULTANT represents and warrants that it has fully read the
21 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to
22 this Project and has fully and accurately completed any and all required DBE forms.

23 **25.2.** CONSULTANT represents and warrants that it will comply with all applicable DBE
24 requirements for this Project.

25 **25.3.** CONSULTANT shall comply with any applicable DBE provisions attached hereto
26 as **Exhibit “D”** and incorporated by this reference as though fully set forth herein.
27
28

1 **25.4.** If any state or federal funds are withheld from COUNTY or not reimbursed to
2 COUNTY due to CONSULTANT's failure to either comply with the DBE
3 requirements set forth in the RFP and this Agreement, or to meet the mandatory
4 DBE goals as determined by COUNTY, Caltrans, the Federal Highway
5 Administration, and/or any other state or federal agency contributing funds to the
6 Project, then CONSULTANT shall fully reimburse COUNTY the amount of
7 funding lost. COUNTY reserves the right to deduct any such loss in funding from
8 the amount of compensation due to CONSULTANT under this Agreement.

9 **25.5.** In addition to the above, CONSULTANT's failure to comply with DBE
10 requirements/goals shall subject it to such sanctions as are permitted by law, which
11 may include, but shall not be limited to the following:

12 **25.5.1.** Termination of this Agreement;

13 **25.5.2.** Withholding monthly progress payments;

14 **25.5.3.** Compensatory, special, incidental, liquidated and other damages; and/or

15 **25.5.4.** Designation of CONSULTANT as "nonresponsible," and disqualification
16 from bidding on future public works projects advertised by COUNTY.

17 **26. NOTICES AND REPORTS.**

18 **26.1.** Any notice and reports under this Agreement shall be in writing and may be given
19 by personal delivery or by mailing by certified mail, addressed as follows:

20 **COUNTY**

21 Director of Public Works

22 Re: County Project No. <<Project_Number>> Re: Imperial County Project No.

23 155 South 11th Street

24 El Centro, CA 92243

25 County of Imperial

20 **CONSULTANT**

21 <<Consultant_Business_Name>>

22 <<Project_Number>>

23 <<Consultant_Street_Address>>

24 <<Consultant_City_State>>

1 Clerk of the Board of Supervisors

2 Re: PW County Project No. <<Project_Number>>

3 940 W. Main Street, Suite 209

4 El Centro, CA 92243

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6 **26.2.** Notice shall be deemed to have been delivered only upon receipt by the Party,
7 seventy-two (72) hours after deposit in the United States mail or twenty-four (24)
8 hours after deposit with an overnight carrier.

9 **26.3.** The addressees and addresses for purposes of this Section may be changed to any
10 other addressee and address by giving written notice of such change. Unless and
11 until written notice of change of addressee and/or address is delivered in the manner
12 provided in this Section, the addressee and address set forth in this Agreement shall
13 continue in effect for all purposes hereunder.

14 **27. ENTIRE AGREEMENT.**

15 This Agreement contains the entire Agreement between COUNTY and CONSULTANT
16 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous
17 agreements, understandings, provisions, negotiations, representations, or statements, either
18 written or oral.

19 **28. MODIFICATION.**

20 No modification, waiver, amendment, discharge, or change of this Agreement shall be
21 valid unless the same is in writing and signed by both Parties.

22 **29. CAPTIONS.**

23 Captions in this Agreement are inserted for convenience of reference only and do not
24 define, describe or limit the scope or the intent of this Agreement or any of the terms thereof.

25 **30. PARTIAL INVALIDITY.**

1 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
2 void, or unenforceable, the remaining provisions will nevertheless continue in full force without
3 being impaired or invalidated in any way.

4 **31. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

5 **31.1.** As used in this Agreement and whenever required by the context thereof, each
6 number, both singular and plural, shall include all numbers, and each gender shall
7 include a gender.

8 **31.2.** CONSULTANT as used in this Agreement or in any other document referred to in
9 or made a part of this Agreement shall likewise include the singular and the plural,
10 a corporation, a partnership, individual, firm or person acting in any fiduciary
11 capacity as executor, administrator, trustee or in any other representative capacity or
12 any other entity.

13 **31.3.** All covenants herein contained on the part of CONSULTANT shall be joint and
14 several if more than one person, firm or entity executes the Agreement.

15 **32. WAIVER.**

16 No waiver of any breach or of any of the covenants or conditions of this Agreement shall
17 be construed to be a waiver of any other breach or to be a consent to any further or succeeding
18 breach of the same or any other covenant or condition.

19 **33. CHOICE OF LAW.**

20 This Agreement shall be governed by the laws of the State of California. This Agreement
21 is made and entered into in Imperial County, California. Any action brought by either Party with
22 respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

23 **34. AUTHORITY.**

24 **34.1.** Each individual executing this Agreement on behalf of CONSULTANT represents
25 and warrants that:

26 **34.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
27 CONSULTANT;

1 **34.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
2 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT
3 and;

4 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

5 **34.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
6 foregoing within thirty (30) days of execution of this Agreement.

7 **35. COUNTERPARTS.**

8 This Agreement (as well as any amendments hereto) may be executed in any number of
9 counterparts, each of which when executed shall be an original, and all of which together shall
10 constitute one and the same Agreement. No counterparts shall be effective until all Parties have
11 executed a counterpart hereof.

12 **36. REVIEW OF AGREEMENT TERMS.**

13 **36.1.** Each Party has had the opportunity to receive independent legal advice from its
14 attorneys with respect to the advisability of making the representations, warranties,
15 covenants and agreements provided for herein, and with respect to the advisability
16 of executing this Agreement.

17 **36.2.** Each Party represents and warrants to and covenants with the other Party that:

18 **36.2.1.** This Agreement in its reduction to final written form is a result of extensive
19 good faith negotiations between the Parties and/or their respective legal
20 counsel; and **36.2.2.** The Parties and/or their legal counsel have carefully
21 reviewed and examined this Agreement for execution by said Parties.

22 **36.3.** Any statute or rule of construction that ambiguities are to be resolved against the
23 drafting party shall not be employed in the interpretation of this Agreement.

24 **37. NON-APPROPRIATION.**

25 **37.1.** All obligations of COUNTY are subject to appropriation of resources by various
26 federal, State, and local agencies, including but not limited to the U.S. Department
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1 of Transportation (“DOT”) and the California Department of Transportation
2 (“Caltrans”).

3 **37.2.** This Agreement is valid and enforceable only if sufficient funds are made available
4 to COUNTY for the purposes of this Project. In addition, this Agreement is subject
5 to any additional restrictions, limitations, conditions, or any statute enacted by
6 Congress, State Legislature, or COUNTY, and any regulations prescribed therefrom,
7 that may affect the provisions, terms, or funding of this Agreement.

8 **37.3.** If sufficient funds for the Project are not appropriated, this Agreement may be
9 amended or terminated in order to reflect said reduction in funding.

10 **38. APPENDIX E OF THE TITLE VI ASSURANCES.**

11 During the performance of this contract, the CONSULANT, for itself, its assignees, and
12 successors in interest agrees to comply with the following nondiscrimination statutes and
13 authorities; including but not limited to:

14 **38.1. Pertinent Nondiscrimination Authorities:**

- 15 a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat.
16 252), (prohibits discrimination on the basis of race, color, national origin);
17 and 49 CFR Part 21.
- 18 b) The Uniform Relocation Assistance and Real Property Acquisition
19 Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of
20 persons displaced or whose property has been acquired because of Federal
21 or Federal-Aid programs and projects);
- 22 c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits
23 discrimination on the basis of sex);
- 24 d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as
25 amended, (prohibits discrimination on the basis of disability); and 49 CFR
26 Part 27;

- 1 e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et
2 seq.), (prohibits discrimination on the basis of age);
- 3 f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section
4 4 7123), as amended, (prohibits discrimination based on race, creed, color,
5 national origin, or sex);
- 6 g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the
7 scope, coverage and applicability of Title VI of the Civil Rights Act of
8 1964, The Age Discrimination Act of 1975 and Section 504 of the
9 Rehabilitation Act of 1973, by expanding the definition of the terms
10 “programs or activities” to include all the programs or activities of the
11 Federal-aid recipients, subrecipients and contractors, whether such
12 programs or activities are Federally funded or not);
- 13 h) Titles II and III of the Americans with Disabilities Act, which prohibit
14 discrimination on the basis of disability in the operation of public entities,
15 public and private transportation systems, places of public accommodation,
16 and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by
17 Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 18 i) The Federal Aviation Administration’s Nondiscrimination statute (49
19 U.S.C. § 47123) (prohibits discrimination on the basis of race, color,
20 national origin, and sex);
- 21 j) Executive Order 12898, Federal Actions to Address Environmental Justice
22 in Minority Populations and Low-Income Populations, which ensures
23 discrimination against minority populations by discouraging programs,
24 policies, and activities with disproportionately high and adverse human
25 health or environmental effects on minority and low-income populations;
- 26 k) Executive Order 13166, Improving Access to Services for persons with
27 Limited English Proficiency, and resulting agency guidance, national
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1 origin discrimination includes discrimination because of limited English
2 proficiency (LEP). To ensure compliance with Title VI, you must take
3 reasonable steps to ensure that LEP persons have meaningful access to
4 your programs (70 Fed. Reg. at 74087 to 74100);

- 5 l) Title IX of the Education Amendment of 1972, as amended, which
6 prohibits you from discriminating because of sex in education programs or
7 activities (20 U.S.C. 1681 et seq).

8 **39. INCORPORATION OF GENERAL TERMS AND EXHIBITS.**

9 The following provisions are hereby incorporated into this Agreement as though set forth
10 in their entirety herein. In the event of any conflict or inconsistency among these documents, the
11 order of precedence shall be:

- 12 a) This Agreement for Services
13 b) Exhibit V, California BHCIP Funding Addendum
14 c) General Conditions;
15 d) Any Change Order issued in compliance with this Agreement
16 e) Exhibit II, General Notes
17 f) Exhibit III, Construction Drawings
18 g) Exhibit A, Invitation for Bid
19 h) Exhibit IV, Copies of Certificates of Insurance
20 i) Exhibit D, DBE Requirements
21 j) Exhibit B, Contractor's Proposal

22 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and
23 year first above written.

24
25 **County of Imperial**

26 **«Contractor_Business_Name»**

1 By: _____ By: _____

2 Luis A. Plancarte, Chairman «Contractor_Name_for_Signature»

3 Imperial County Board of Supervisors

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5 ATTEST:

6
7 By: _____

8 Blanca Acosta,
9 Clerk of the Board of Supervisors

10
11 APPROVED AS TO FORM:

12 Eric Havens,
13 County Counsel

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15
16 By: _____

17 Mistelle Abdelmagied,
18 Assistant County Counsel

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