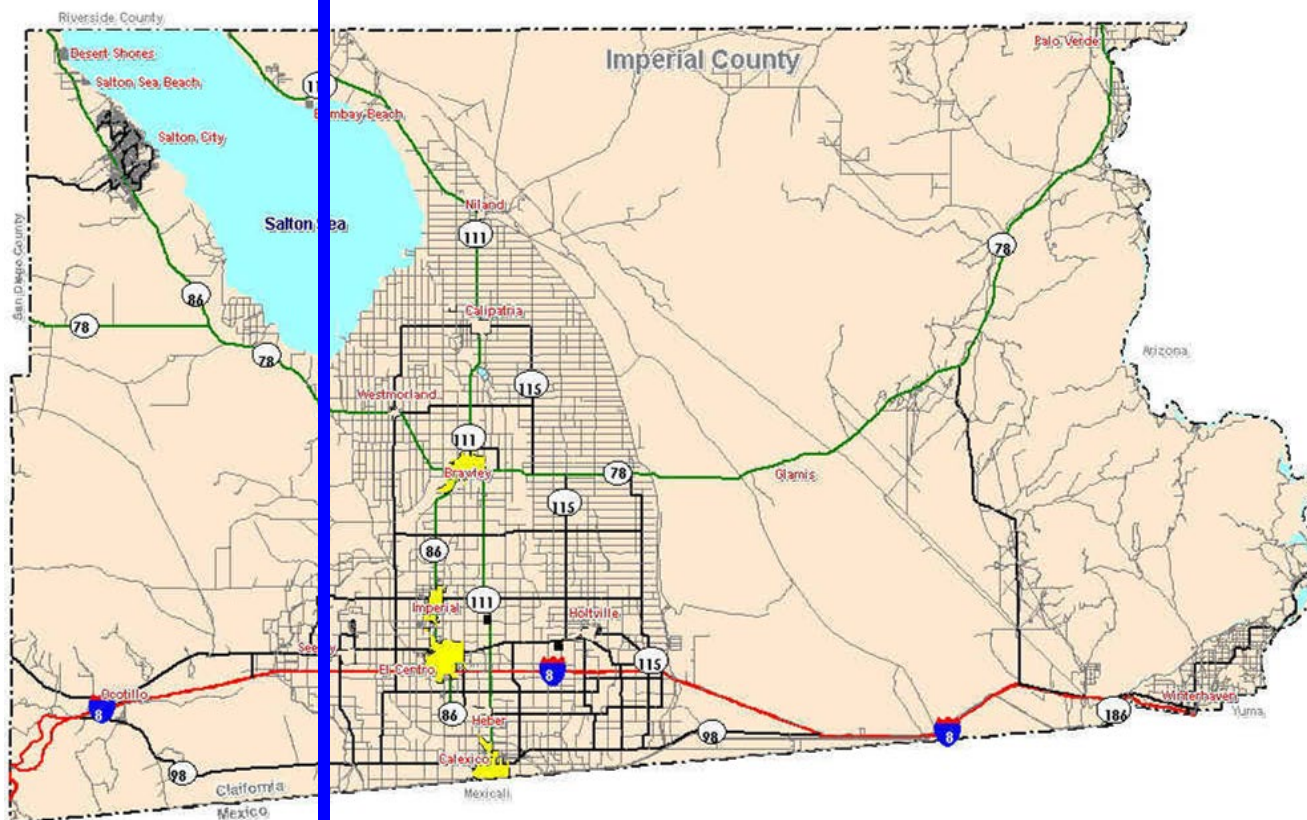




# REQUEST FOR PROPOSALS (RFP) ARCHITECTURAL DESIGN SERVICES COUNTY PROJECT NO. SR 7207BH

## COUNTY OF IMPERIAL BEHAVIORAL HEALTH SERVICES NEW PEER RESPITE FACILITY



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)	<a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a>
SB 854 Fact Sheet	<a href="http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html">http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html</a>
Senate Bill 854 Compliance	<a href="http://www.dir.ca.gov/Public-Works/SB854.html">http://www.dir.ca.gov/Public-Works/SB854.html</a>
Public Works Contractor (PWC) Registration	<a href="https://www.dir.ca.gov/public-works/contractor-registration.html">https://www.dir.ca.gov/public-works/contractor-registration.html</a>
Classifications and Minimum Labor Rates	<a href="http://www.dir.ca.gov/OPRL/Pwd/">http://www.dir.ca.gov/OPRL/Pwd/</a>

# 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 Behavioral Health Services New Peer Respite Facility, located at 312 N Hospital Loop Road, El Centro, CA 92243.

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](mailto:normalillegard@co.imperial.ca.us)
- Naomi C. Robles, Administrative Analyst III via [naomirobles@co.imperial.ca.us](mailto: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-E for site information and program needs and information.

# BACKGROUND

---

The Imperial County Behavioral Health Services Department is seeking to build a New Peer Respite Facility to better accommodate their program's needs and provide necessary local public services located at 312 N Hospital Loop Road, El Centro, California.

# 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. Site Demo/Remediation
2. Land Use Procedures: Lot Line Adjustment/Parcel Map
3. Architectural/Engineering Services
4. Environmental/Carcinogenic Requirements (Phase 1 & 2)
5. City Services – Capacity
6. Utilities – Water, electrical, gas, sewer, etc.
7. Road/Driveway(s) Improvements: Right of Way
8. Project timeline
9. Cost estimate(s)
10. 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**

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

**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. New Peer Respite Facility
    - i. Floor plans
    - ii. Cost estimate for new facility
  - b. Cost Estimate for the Demolition of 2-5 existing buildings.
    - i. Inclusive of lead/asbestos remediation.
  - c. Cost Estimate for the Removal of existing landscaping.
  - d. Cost Estimate for the Site Improvements to include (but not limited to the following).
    - i. Utilities/Point of connection utilities
    - ii. Grading
    - iii. Encroachments/Driveway (include design)
    - iv. Parking (Include design)
    - v. Landscaping (include design)
    - vi. Road Access to property (right of way)
    - vii. Determination of Site Controls (legal, deed, and/or parcel map)
  - e. 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	
<b>PHASE 1 TOTAL</b>		
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	
<b>PHASE 2 TOTAL</b>		



# EXHIBIT A – VICINITY MAP



IMPERIAL COUNTY  
PUBLIC WORKS  
DEPARTMENT  
EL CENTRO, CA

**RFP ARCHITECTURAL DESIGN SERVICES**  
**APN: 054-510-009**  
**COUNTY OF IMPERIAL BEHAVIORAL HEALTH SERVICES**  
**NEW PEER RESPITE FACILITY**  
**Located at 312 N. Hospital Loop Road, El Centro, CA 92243**  
**COUNTY PROJECT NO: SR7207BH**

## EXHIBIT B – LOCATION MAP



IMPERIAL COUNTY  
PUBLIC WORKS  
DEPARTMENT  
EL CENTRO, CA

**RFP ARCHITECTURAL DESIGN SERVICES**  
**APN: 054-510-009**  
**COUNTY OF IMPERIAL BEHAVIORAL HEALTH SERVICES**  
**NEW PEER RESPITE FACILITY**  
**Located at 312 N. Hospital Loop Road, El Centro, CA 92243**  
**COUNTY PROJECT NO: SR7207BH**

## EXHIBIT C - ADDITIONAL PROGRAM NEEDS AND INFORMATION

In March 2024, California enacted Proposition 1, which aims to enhance and reform the state's behavioral health system. As a result of this proposition, the Department of Health Care Services, (DHCS) is giving counties the opportunity to apply to the Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 1: Launch Ready grant. Imperial County Behavioral Health Services (ICBHS) intends to apply, and if awarded, these funds will be utilized for the demolition, construction, and/or rehabilitation of a facility that will serve as a crucial resource for our community by enhancing the County's crisis continuum of care. Within the past three Fiscal Years 2021-2024, ICBHS experienced an increase of 48% in hospitalizations, along with a 16% increase in hospital readmission within the 30 days. This suggests that clients discharged from hospitalization would benefit from receiving alternative services post discharge to help prevent re-admissions. This property presents a strategic location that aligns well with ICBHS' goal of reducing hospitalizations and homelessness within our community. This program will also assist in meeting some of the State mandates such housing for CARE Act qualifying individuals or providing least restrictive level of care.

### Overview of the Program

ICBHS proposes to develop a Peer Respite Center, which has proven to be effective resource in other counties to assist individuals avoid psychiatric hospitalizations, emergency department visits and homelessness. This program will provide a voluntary, short-term, non-clinical environment for adults aged 18 to 60 with a behavioral health condition, enhancing the County's crisis continuum of care. This program will be operated by individuals with lived experience to cultivate a supportive and holistic environment that will foster individuals' connection to natural supports. The Peer Respite Center will offer alternatives to traditional psychiatric emergency services and will include various supportive services, such as:

- Peer support groups
- Recreational activities
- Personalized coping skills development
- Access to community resources
- One-on-one support from peers who have experienced mental health challenges

By applying for this grant opportunity, ICBHS will expand services that foster a recovery-oriented environment that empowers individuals in crisis, enhances community-based mental health resources, and ensures a seamless continuum of care for those on their path to recovery.

### Benefits of Occupying the Property

1. **Convenient Location:** This property is ideally situated for establishment of a Respite Center which will provide essential services and access to therapeutic and wellness activities.
2. **Cost-Effectiveness:** Utilizing a county owned-property will allow ICBHS to apply and compete for the Bond BHCIP Round 1: Launch Ready grant, potentially securing funding to expand community resources.

3. **Alignment with Community Goals:** This program will contribute to the ICBHS crisis continuum of care and provide alternatives to hospitalization, incarceration and homelessness.

**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 a new architectural floor plan and site improvements.

**SCOPE OF WORK.**

Prepare a Floor Plan for a one-story building and site improvements.

1. Provide a comfortable residential environment for the residents.
2. The facility is a short-term facility.
3. Twelve (12) short-term residents (up to 30 days), shall be routinely housed.
4. Staffing: 6-8 staff (peer support).

**EXISTING CONDITIONS & REQUIRED REPORTS.**

1. Demolition of 5 existing buildings
  - a. Building #2 (Vacant):
    - i. +/-851 sq. ft. wood structure
    - ii. Built circa 1921
    - iii. Office
  - b. Building #3a & b (Vacant):
    - i. +/-5,169 sq. ft. wood structure
    - ii. Built circa 1909
    - iii. Office
  - c. Building #5 (Vacant):
    - i. +/-1,391 sq. ft. wood structure
    - ii. Residence
  - d. Building #9 (Vacant):
    - i. +/-246 sq. ft. wood structure
    - ii. Storage Structure
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. Residents' Bedrooms.
  - a. Six (6) bedrooms & closets (two (2) residents per room).
    - i. Three (3) women's bedrooms (inclusive of ADA accessibility)
    - ii. Three (3) men's bedrooms (inclusive of ADA accessibility)
  - b. Men's Bathroom (inclusive of showers & water closet (minimum 2), urinals, lockers & lavatories)
  - c. Women's Bathroom (inclusive of showers & water closet (minimum 2), lockers & lavatories)
  - d. ADA All-Gender Bathroom
2. Residential Common Areas
  - a. Group Room (x2):
    - i. Uses: Activities, Art Classes, Religious Activities, Vocational Classes, etc.)
  - b. Spa/Meditation Room
  - c. Exercise (Gym) Room
  - d. Wellness Room
  - e. Lounge/Recreational Room (TV, Library, Game Room, etc.) (x2)
  - f. Kitchen
  - g. Pantry
  - h. Dining Area
  - i. Linen Closet
  - j. Laundry Room
  - k. Storage Rooms (x3)
3. Intake/Visitation Room
  - a. Living Room environment
  - b. All-Gender Restroom
4. Staff Areas
  - a. Breakroom
  - b. All-Gender Restroom
  - c. Staff bedroom (single occupancy)
5. Administration Areas
  - a. Workstations (x4)
  - b. Copier Area
  - c. Storage – Office Supplies
  - d. Server Room
6. Storage & Janitorial – Cleaning Supplies

## **SITE IMPROVEMENTS.**

1. Perimeter Fencing
2. Parking
3. Landscaping
4. Patios:
  - a. Front Yard

- b. Back Yard
    - i. Barbecue Area
- 5. Rear Lawn
  - a. Real Grass
  - b. Garden Area
  - c. Volleyball/Badminton Area
  - d. Irrigation System
  - e. Equipment Storage
- 6. Front Lawn
  - a. Real Grass
  - b. Irrigation System
- 7. Path of Travel –Sidewalks
- 8. Driveway
- 9. New Utilities (POC)
- 10. Grading
- 11. Outdoor Lighting
- 12. Road Access

**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.***

# IMPERIAL COUNTY CENTER NO.2 SUBDIVISION - TRACT NO.949

PORTIONS OF TRACTS 56 AND 57, T.16 S., R.14 E., S.B.M.  
IN AN UNINCORPORATED AREA OF THE COUNTY OF IMPERIAL, STATE OF CALIFORNIA

P.M. 1-35

## LEGEND:

- SET A 1/2" O.D. IRON PIPE WITH BRASS WASHER STAMPED "LS 5426"
- FOUND MONUMENT AS NOTED
- (PM) RECORD DATA PER PARCEL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- (FM) RECORD DATA PER FINAL MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- (OR) RECORD DATA PER OFFICIAL RECORD MAP RECORDED IN BOOK AND PAGE AS SPECIFIED
- SURVEYOR'S MONUMENTATION NOTE AS DEFINED ON SHEET 1
- RECORD EASEMENT AS DEFINED IN SIGNATURE OMISSIONS STATEMENT ON SHEET 1
- SUBDIVISION BOUNDARY
- PUBLIC UTILITY EASEMENT

## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE BEARING OF IN 01292079 WHICH IS THE BEARING OF THE EAST LINE OF TRACT 56 T.16 S., R.14 E., S.B.M. ACCORDING TO THE UNITED STATES GOVERNMENT LAND OFFICE SUPPLEMENTAL PLAT FOR T.16 S., R.14 E., S.B.M., APPROVED FEBRUARY 8, 1904. A COPY OF SAID PLAT BEING ON FILE IN THE OFFICE OF THE IMPERIAL COUNTY SURVEYOR.

## SURVEYOR'S NOTE:

A 1/2" IRON PIPE WITH BRASS WASHER STAMPED "LS 5426" WILL SET AT ALL LOT CORNERS UNLESS SAID LOT CORNERS ARE INDICATED AS BEING MONUMENTED OTHERWISE WITHIN ONE YEAR OF RECORDATION OF THIS FINAL MAP.



DETAIL "A"

DETAIL "B"

## LINE DATA TABLE:

NUMBER	DIRECTION	DISTANCE
L1	S 24°34'54" E	25.30'
L2	N 84°53'30" E	31.80'
L3	S 24°34'54" E	30.00'
L4	N 84°53'31" E	30.00'



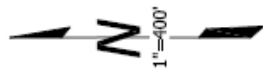
SHEET 2 OF 2 SHEETS  
DEVELOPMENT DESIGN AND ENGINEERING, LLC

TR 57, 56, & 55 1/2, T16S,R14E & IMPERIAL COUNTY CENTER NO.2 TR NO.949

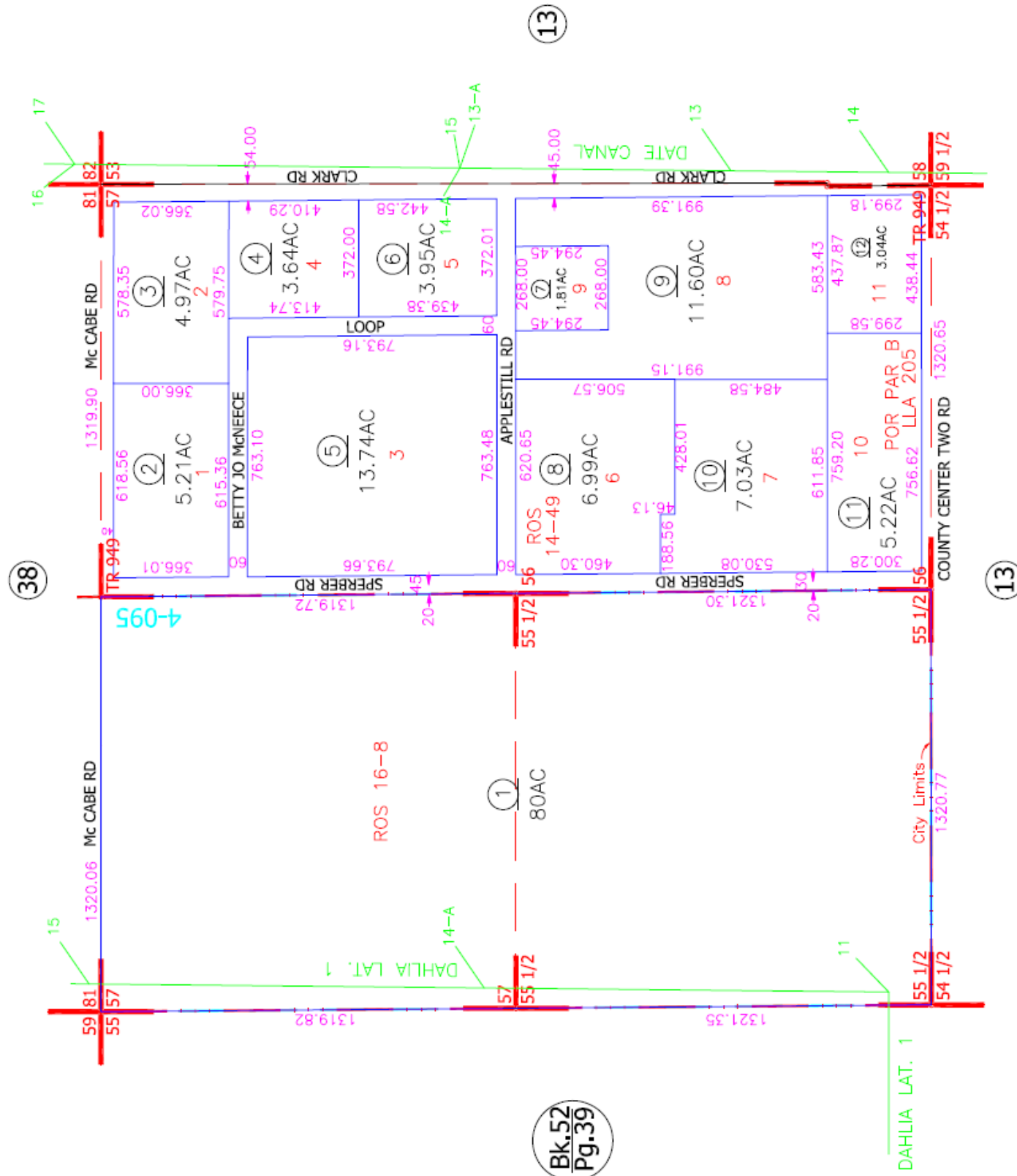
FM 19-58

Tax Area Code  
74-000  
4-095

54-51



# EXHIBIT E – ASSESSOR’S PLAT MAP



**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)

FROM 54-13  
 3-14-01 AR  
 2-13-07 LC  
 12-3-09 MF  
 1-19-10 MF

7-13-20 MF

Assessor's Map Bk.54-Pg.51  
County of Imperial, Calif.



# EXHIBIT F – SAMPLE FLOOR PLAN

(FOR ILLUSTRATIVE PURPOSES ONLY!!! IT SHALL BE THE RESPONSIBILITY OF THE ARCHITECT TO DESIGN THE FACILITY ACCORDING TO PROGRAMS NEEDS AS IDENTIFIED WITHIN THIS RFP))



## EXHIBIT G

### “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.
---	---

<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 I**  
**“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  
27  
28

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.

- 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  
27  
28

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  
28

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,  
27  
28

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  
28

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.

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>>

23 155 South 11th Street

24 El Centro, CA 92243

25 County of Imperial

20 **CONSULTANT**

21 <<Consultant\_Business\_Name>>

22 Re: Imperial County Project No.

23 <<Project\_Number>>

24 <<Consultant\_Street\_Address>>

25 <<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

5  
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  
27  
28

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  
28

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

4  
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

14  
15  
16 By: \_\_\_\_\_

17 Mistelle Abdelmagied,

18 Assistant County Counsel

