



## REQUEST FOR PROPOSALS

### ON-CALL, AS NEEDED, CIVIL ENGINEERING DESIGN AND INSPECTION SERVICES COUNTY PROJECT NO. 6685PWS

Requested by:

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Director of Public Works

Prepared By:

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Administrative Analyst I

Reviewed By:

Ed Delgado, MPA  
Deputy Director of Public Works - Administration

**Deadline for Submissions: Friday, January 14, 2022 by 4:00 p.m.**

Imperial County  
Department of Public Works  
155 S. 11<sup>th</sup> Street  
El Centro, CA 92243

PROPOSALS MUST BE SUBMITTED ON THE SPECIFIED DATE AND TIME. THE COUNTY WILL NOT CONSIDER PROPOSALS RECEIVED AFTER THE DUE DATE. AN AMENDMENT IS CONSIDERED A NEW PROPOSAL AND WILL NOT BE ACCEPTED AFTER THE SPECIFIED DATE AND TIME.

# SPECIAL NOTICE No. 1

## Notification of Consultant Registration Requirements (where required)

Pursuant to the requirements of California Labor Code section 1771.1, all consultant and subconsultants 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 consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no consultant or subconsultant 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 consultants, including subconsultants, 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 consultants and/or subconsultants 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.

## 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>

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*\*THE CONSULTING FIRM MUST REVIEW THE ATTACHED SAMPLE AGREEMENT*

## I. PURPOSE AND BACKGROUND

Imperial County Department of Public Works (ICDPW) is requesting proposals from qualified and experienced professionals licensed to practice in the State of California to provide on-call services. The selected firm(s) will assist the County with various assignments for local, state, or federally funded projects. These services will be on an intermittent basis.

The purpose of the Request for Proposals (RFP) is to provide ICDPW with the ability to obtain assistance quickly during peak workload periods, staffing shortages, and when expedited/fast track support is needed to satisfy the Department's scheduling and needs. The County of Imperial will award multiple on-call contracts to qualifying firms for Civil Engineering Design and Inspection Services.

*It is the intention of the County to select and contract with more than one (1) Consultant for these services. The term of the as needed, on-call agreements shall be for three (3) years, no extensions. Contracts will commence July 1, 2022. Each selected firm will have an annual ceiling of \$100,000 to complete any and all services awarded by ICDPW. Any consultant may be used until they hit their not to exceed amount. When that occurs, that firm cannot be used and the other contracted firms in that specialty must be used. Once all consultants in a specialty have reached their not to exceed amount, ICDPW will go to the County Board of Supervisors with contract modifications for an extra \$100,000 for each firm. The process will continue for that fiscal year, and starts anew with each new fiscal year.*

Each proposal will be scored in accordance with the Consultant's qualifications and experience. The aforementioned services will be conducted under a contract with the County of Imperial, hereinafter referred to as "County" and the consultant entity, hereinafter referred to as "Consultant". The contract will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with the Davis Bacon Wage Determinations.

**Note: The County enforces the American with Disabilities Act (ADA) using local, state and federal guidelines and enforces the strictest of the ADA codes and regulations concerning existing and new facility improvements.**

Compensation for the as needed, on-call, agreement shall be handled through task orders after consideration of price quotes from consultants and will be financed through project specific sources.

The contract will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1774. All Service Providers and sub-consultant(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to Sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available on the Internet at: <<http://www.dir.ca.gov>>. All Service Providers and sub-consultant(s) shall comply with the registration and qualification requirements pursuant to Sections 1725.5 and 1771.1 of the California Labor Code.

The County of Imperial Disadvantaged Business Enterprise (DBE) Program affirms the utilization and participation of qualified disadvantaged business firms in its contracting and procurement activities. The County encourages general and prime consultants to afford competitive subcontracting opportunities to disadvantaged firms, where possible, in their contracting and procurement activities with the County of

Imperial. The DBE program is intended to ensure a level playing field and foster equal opportunity in federal-aid contracts.

There is no DBE goal for participation and/or award of this RFP. However, DBE goals will be stipulated for the respective task order(s) should it be a requirement of the project being solicited.

## II. PROJECT POSTING AND SCHEDULING

This RFP is being distributed over the internet and is posted at the County of Imperial Department of Public Works website at the following address: <https://publicworks.imperialcounty.org/> under “Projects out to Bid.” Consultants wishing to propose in response to this RFP must obtain this document from our website. Due to the fact that anyone can download the RFP and the County has no method for tracking the distribution, the County is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The County will therefore post any addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

**TABLE 1 – PROCUREMENT TIMELINE** (*subject to change*)

EVENT	DATE
Issue Request for Proposal	Friday December 17, 2021
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	Friday December 31, 2021 by 5:00 p.m.
Proposal Due	Friday January 14, 2022 by 4:00 p.m.
Consultant Selection	January 2022 / February 2022
Agreement for Services	January 2022 / February 2022

## III. SCOPE OF WORK

Consultant will provide the necessary as needed, on-call, civil engineering services to the ICDPW in accordance with all provisions within this RFP. These services will be on an intermittent, as needed, on-call, basis and the consultant will act as an extension of staff. The consultant shall have staff qualified to conduct all necessary engineering work, as well as prepare written documents, including graphics. Prevailing wages shall apply to project services, where applicable.

Scope of Services includes, but is not limited to the following:

- Third party review and plan checking services for County projects, including review of street improvement and grading plans, estimates, hydrology and hydraulic calculations, reports and water/wastewater pressure and capacity calculations, and any other associated engineering plans and report prepared by County and/or County consultants for public transportation development projects.

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- Preparation of plans, specifications, estimates (PS&E) and reports for a wide variety of road and bridge transportation projects, grading and drainage plans and reports, capital improvement projects, water, sewer, and storm water drain utility projects.
- Other as needed professional engineering services related to engineering design to assist the ICDPW.

The selected firm(s) will provide as needed, on call professional civil engineering services that include, but are not limited to those services mentioned above as well as those mentioned herein:

Task 1: Review of Existing Documentation, Kickoff Meeting

- Review existing policies, procedures, guidelines, and related documents from County. See Exhibit A for a listing of documents available for review.
- Participate in kickoff meeting with County. Review project goals, scope, and workflow methodology. Introduce key staff. Review responsibilities of Consultant and County.

Task 2: Initiate and Prepare Plan Checks

- Review and coordinate plan checks as requested in writing by County.
- Prepare and submit plan check responses to County, as redline comments and in letter format, for review and dissemination to clients.

Task 3: Prepare Plans, Specifications, Estimates, Engineering Reports, and Other Services

- Prepare and provide plans, specifications, estimates (PS&E), engineering reports, services, and other engineering services as needed by County. All supporting engineering documentation must be provided. Following are typical PS&E items that may be tasked:
  - Street and Road Improvements Plans and Specifications
  - Grading, Erosion Control and/or Drainage Plans
  - Water/Sewer/Storm Drain Underground Utility Plans
  - Temporary Traffic Control Plans
  - Construction Detour Plans
  - Striping and Signing Plans
  - Bridge or Retaining Wall Structures Calculations not under Building Permit Purview
  - Verification for Consistency with Other Planned Improvements
  - Road Structural Section Calculations
  - Hydrology and Hydraulic Calculations and Reports
  - Street Layout and Design
  - Storm Water Best Management Practices (BMPs) implementation design
  - Storm Water Pollution Prevention Plans (SWPPP)
  - Water and Sewer Pressure and Capacity Calculations and Reports
  - Structure Calculations not under Building Permit Purview
  - Quantity Estimates
  - Offsite Inspections

The scope shall also provide for other as needed civil engineering services to assist the Department. All

such work above shall be in accordance with all applicable local, state, and federal standards and guidelines as well as the most current edition of the “Engineering Guidelines Manual for Preparation and Checking of Street Improvement, Drainage and Grading Plans within Imperial County” and/or the “Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage, and Grading Plans within the Gateway of the Americas Specific Plan Area” which is posted on the County Department of Public Works Web site. State and federal guidelines may also include but not be limited to the Caltrans Standards Plans and Specifications, Caltrans Highway Design Manual, and California Manual on Uniform Traffic Control Devices, as well as Institute of Transportation Engineers and American Association of State Highway and Transportation Officials Standards.

Work tasks may include state, federal, and/or locally funded projects. For work on federally projects all Federal Aid provisions and requirement shall be adhered to.

The Consultant shall document the results of the work to the satisfaction of the County and for federally funded projects, the State and Federal Highway Administration as appropriate. For any third party review and plan checking of County prepared and/or consultant prepared projects, the Consultant shall certify in writing that the design is in substantial compliance with applicable local, state, and federal requirements. For such plan reviews, ultimate responsibility for errors and/or omissions of plans and specifications will continue to rest with the originating design firm (Engineer of Record), not the Consultant.

For design work prepared under the direction of the Consultant, all responsibility for errors and/or omissions and responsible charge over the design of the project as defined in Section 6703 of the Business and Professions Code shall remain with the Consultant, and any plan check of project drawings and specifications by the County is confined to a review only and does not relieve the Consultant, as Engineer of Record, of his responsibilities for the project design.

Third party review and plan check turnaround time shall be a maximum five (5) business days for small projects of five (5) or fewer plan sheets. Larger projects of more than five (5) plan sheets shall have a maximum turnaround time of ten (10) business days. Turnaround time shall commence upon receipt of the complete plan submittal package by the Consultant. The turnaround time shall end upon the County’s receipt of the plan check comment letter. Receipt shall include both hard copy and electronic copy.

Consultant’s records shall be maintained for inspection by the County, State, and Federal Highway Administration (FHWA) for a minimum of three (3) years after final payment to the Consultant.

All tracings, plans, specifications, and maps prepared or obtained under the terms of the Agreement with County shall be delivered to and become the property of the County, sketches, charts, computations, and other data prepared or obtained under such Agreement, if not required to be provided, shall be made available upon request to the County without restriction or limitation on their use.

The County of Imperial Disadvantaged Business Enterprise (DBE) Program affirms the utilization and participation of qualified disadvantaged business firms in its contracting and procurement activities. The County encourages general and prime consultants to afford competitive subconsulting opportunities to disadvantaged firms, where possible, in their contracting with procurement activities with the County of Imperial.

Firms submitting a proposal shall be fully informed of the requirements of the regulations and the County’s Disadvantaged Business Enterprise (DBE) program developed pursuant to the regulations.

#### **IV. ASSIGNMENT OF WORK**

The County will assign work to any of the contracted firms as is deemed necessary and appropriate by the County. All work shall be performed under the direction of a licensed Civil Engineer registered with the State of California. No subconsultants shall be utilized without prior authorization by County.

For each project for which services will be requested, the County will issue a Task Order to one or more firms under the on-call agreement and request a proposal which must include project understanding and the appropriate lump sum fixed fee rate for the completion of the project. The proposal shall include the proposed methodology/protocols to be used, a breakdown of the hours to be spent per task by staff classification, milestones used to mark the consultant's accomplishments and points of payment authorization and the amount of time needed to perform the work from the time the notice to proceed is received by the consultant.

The consultant will have a prescribed number of working days, indicated in the task order, to submit the requested proposal. Failure to submit the proposal in the prescribed time may constitute grounds for having the proposal rejected and another firm under the on-call agreement assigned the task. The County will review the proposal and make the decision of award based on qualifications for the task as well as overall cost.

Time frames for the consultant to complete tasks or achieve task milestones shall be negotiated on a task-by-task basis. Milestones and tasks defined for this contract are used to mark the consultant's accomplishments and as a guide for payment authorization. Any delays in the submitted schedule of work must be pre-authorized by authorized County staff.

At the conclusion of the task, the selected firm shall submit to the County a project completion file which contains the required information, forms, certifications, communications, etc. A digital version of the project file will also need to be submitted on a compact disc (CD) containing all required documentation in portable document format (PDF) as well as any modifiable document used (.docx, .xlsx, etc.). The required project file will need to be submitted before the final payment and retention can be released.

## **V. RESPONSIBILITY OF COUNTY**

The County will direct the development of the project, provide management oversight, and conduct administrative arrangements only. Consultant will be responsible for all activities and meetings associated with the project design including meeting minutes and record keeping.

The County will pay an agreed upon amount within 30 days after receipt of invoice(s). Invoice(s) shall be submitted with a detailed accounting of staff hours attributed to specific tasks and have a clear notation of the County Project Number.

County will retain 5% of each invoice for professional services, but due to the nature of the work will exempt plan check and review services from the 5% retention. For this work the consultant shall submit one (1) invoice for full payment upon completion of work.

The County will not provide dedicated workplace facilities, but upon request will provide a conference room for meetings with the Department, consultant, contractor, and other appropriate agencies if needed.

The County reserves the right to perform any portion of the scope of work by County personnel or other consultants should the County determine it would be in the best interest of the County to do so.

The County will provide to the consultant for their use access to any existing reference materials or survey



data currently available within County files that are necessary to accomplish the project. The County will provide a boilerplate for contract bid documents, which the consultant shall be required to follow.

## **VI. PROPOSAL CONTENT AND FORMAT**

Proposals should be typed, organized and concise, yet comprehensive.

### **1. General Requirements**

- a. Provide a cover letter.
- b. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the services being requested. Provide a statement that the offer is valid for at least a ninety (90) day period.
- c. Provide the name(s) of the primary and/or alternate individuals authorized to respond to the RFP(s). Include titles, addresses, e-mail if available, and phone number.
- d. The Consultant is representing itself as a qualified professional. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content of projects. The County will consider comments and recommendations; however it is not required to select any of the recommendations or comments.
- e. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- f. If any subconsultants are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subconsultant. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

### **2. Table of Contents**

- a. Include a table of contents with identification of material by section and page number.

### **3. Summary of Qualifications and Experience**

- a. State whether the firm is local, regional, national or international.
- b. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.).
- c. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
- d. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
- e. Summarize specific experiences and qualification for similar and related projects, federal, state, and/or locally funded. Describe the services previously performed such as studies,

reports, etc. List at least three (3) references with telephone numbers and email contact addresses (if available).

4. Analysis of Effort/Methodology

- a. Describe the approach for how the work will be performed to address Scope of Work. The proposal shall indicate any specific techniques or methodology to be utilized to keep costs within budget and schedule under control.
- b. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.
- c. Indicate what participation, data and products will be requested from the county.
- d. Indicate deliverables to be provided and when.

5. Cost/Fees and Invoicing

*All cost / fees proposed must accompany proposal within a separate sealed envelope.*

- a. Costs should be organized for full time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to; office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. Also, detail what hourly rates for overtime will be used.
- b. Submit itemized hourly fee schedule for additional services beyond the scope of work.
- c. Invoicing will be submitted to the County on a per task completed basis. Milestone payments will be observed and it will be the responsibility of the selected consultant to propose the completed task milestone payment schedule. The schedule submitted will be a recommendation to the County. The County will then evaluate and discuss with the consultant if any modifications are required.

**Insurance Requirements**

Prior to execution of the agreement with the County, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract and insurance exhibit are based on projected County estimates. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.

**VII. PROPOSAL EVALUATION**

Sample evaluation criteria for proposals are attached for your information as Exhibit A.

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*The County will utilize a one-step selection process. The County reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.*

The proposals shall be evaluated by a selection committee, who will determine if proposal objectives are met, and whose evaluation may include interviews of the top five (5) ranked firms submitting qualifying packages. Once the proposals are reviewed and the qualifications considered, recommendations will then be submitted to the County Board of Supervisors for final selection.

The County reserves the right to select any consultant who is determined qualified and may not correlate to an originally ranked consultant. The County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

### **VIII. PROPOSAL SUBMITTAL**

Proposals may be submitted either in person, by mail, or electronically. Depending on the preference of delivery, follow the instructions below.

Proposals delivered in person or by mail must be received by Imperial County Department of Public Works no later than 4:00 p.m. on Friday, January 14, 2022. Per Proposal - One (1) original, two (2) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive should be submitted. Proposal must be clearly titled: REQUEST FOR PROPOSAL: On-Call, As Needed, Civil Engineering Design and Inspection Services; County Project No. 6685PWS.

Proposals are to be delivered in a sealed envelope and addressed to:

Imperial County Department of Public Works  
Attn: Janette Govea – Administrative Analyst I  
155 S. 11th Street El Centro, California 92243

To prevent the spread of the novel coronavirus, proposals for this Request for Proposals will also be accepted electronically. Proposals shall be submitted no later than Friday, January 14, 2022 at 4:00 p.m. in Portable Document Format (PDF) via email to Janette Govea, Administrative Analyst I, to [janettegovea@co.imperial.ca.us](mailto:janettegovea@co.imperial.ca.us) with the subject line: **REQUEST FOR PROPOSAL: On-Call, As Needed, Civil Engineering Design and Inspection Services; County Project No. 6685PWS.**

*All cost / fees proposed must accompany proposal within a separate sealed envelope if physical proposals are to be submitted. If proposal is submitted electronically, the cost / fees proposed must be submitted as a separate document.*

**Note: Late proposals will not be considered.**

### **IX. CONSULTING AGREEMENT AND INSURANCE REQUIREMENTS**

*A sample agreement is attached for review as Exhibit B.*

Prior to the start of work, the selected consultant will be required to execute an Agreement for Services with the County. The consulting firm must review the attached sample consulting agreement and minimum insurance amounts. No modification requests to material terms of agreement will be made. The agreement shall not be in force until contracting is approved by the Imperial County Board of Supervisors and after written authorization to proceed has been provided.

Prior to submittal, for board approval, of the agreement with the County, the successful firm must provide evidence of insurance coverage as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract and insurance exhibit are based on projected County estimates. Insurance amounts may be adjusted once the final cost and fees proposal is reviewed. Any contract resulting from this RFP will be financed with funds available to the County through project specific sources.

## **X. CLOSING ITEMS**

A pre-proposal conference has not been scheduled for this project.

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the RFP due date. Oral explanation or instructions shall not be considered binding on behalf of the County.

Prior to award of contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded. Any modifications to this solicitation will be issued by the County as a written addendum and posted to the Imperial County Department of Public Works website.

The County will not consider proposals received after the specified date and time. An amendment is considered a new proposal and will not be accepted after the specified date and time.

This RFP does not commit the County of Imperial to award a contract or pay any costs associated with the preparation of a proposal. The County reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the County.

## **XI. QUESTIONS AND CONTACT INFORMATION**

Questions concerning this RFP will be responded to collectively, and made available for interested consultants via the ICDPW website <https://publicworks.imperialcounty.org/> under "Projects out to Bid" as an addendum. *All inquiries must be submitted in writing no later than (5:00 p.m.) on Friday, December 31, 2021* to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact: Janette Govea - Administrative Analyst I  
[janettegovea@co.imperial.ca.us](mailto:janettegovea@co.imperial.ca.us) (for proposal questions)  
442-265-1818 (for administrative questions ONLY)



# EXHIBIT A

## Exhibit A - List of Applicable Documents

All services shall be provided utilizing standard of care and practice. All work shall also be performed in accordance with all applicable local, state and federal standard codes and criteria. Following are typical acceptable manuals and criteria typically used by the County:

1. The Local Assistance Procedure Manual
  - Chapter 9 “Civil Rights and Disadvantaged Business Enterprises”
  - Chapter 10 “Consultant Selection
  - Chapter 15 “Advertise and Award Project”
  - Chapter 16 “Administer Construction Contracts”
  - Chapter 17 “Project Completion”

These chapters can be found at:

<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

2. Caltrans Latest Editions of:
  - Standard Plans and Standard Specifications
  - Construction Manual (<http://www.dot.ca.gov/hq/construc/manual2001/>)

3. County of Imperial Quality Assurance Program (QAP)  
<http://www.co.imperial.ca.us/publicwork/index.asp?fileinc=forms>

4. The following County design criteria have been prepared for use as design standards as well:

- Encroachment Permit Application Package – an encroachment permit is required for any improvement or work proposed within existing or proposed County road right of way. After a set of plans have been “approved by construction” by the Department, a permit must be applied for by the application.

<http://www.co.imperial.ca.us/publicwork/Forms/Encroachment%20Permit%20Packet.pdf>

- Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage, and Grading Plans within Imperial County.

<http://www.co.imperial.ca.us/publicwork/Forms/CountyProcedureManualSeptember2008.pdf>

- County of Imperial Storm Water Control Ordinance No. 1508 - Board of Supervisors approved August 25, 2015, Minute Order No. 31

# EXHIBIT B





## PROPOSAL EVALUATION FORM

ON-CALL, AS NEEDED, CIVIL ENGINEERING DESIGN AND INSPECTION SERVICES;  
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RESPONDENT: \_\_\_\_\_  
 EVALUATOR: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 EVALUATOR SIGNATURE: \_\_\_\_\_

**RATING POINTS:**

- 5 = excellent
- 4 = good
- 3 = above average
- 2 = average
- 1 = below average
- 0 = unsatisfactory

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
<b>A. Relevant Experience</b>					
• Responsiveness & understanding of work to be done, (i.e. scope of work).	(0.20)		_____		_____
• Past three (3) years of relevant Experience, key personnel, & staff	(0.15)		_____		_____
<b>B. Project Management</b>					
• Consultants ability to provide respective Services within budget and on schedule.	(0.15)		_____		_____
• Demonstrates organizational skills, and Ability to meet client program requirements and goals.	(0.10)		_____		_____
<b>C. References</b>					
	(0.05)		_____		_____
<b>D. Understanding</b>					
Familiarity and/or specific experience with Federal, State, and Local government projects.	(0.20)		_____		_____
<b>E. Problem Solving</b>					
Demonstrate creative problem solving and solutions in dealing with difficult planning, programming, and evaluation analysis.	(0.15)		_____		_____
<b>Subtotal Score</b>					_____
<b>F. Previous Experience and performance working With County of Imperial Department of Public Works</b>					
					_____ (0 to -5)
<b>Total Score</b>					_____

Note: Positive previous experience and no previous experience will constitute a score of zero (0). Negative experience points will be deducted from the overall score.

**Comments:**

# EXHIBIT C

1 **AGREEMENT FOR SERVICES**

2 **«Consultant\_Business\_Name»**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the  
4 \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Imperial, a political subdivision of  
5 the State of California, by and through its Department of Public Works (“COUNTY”) and  
6 **«Consultant\_Business\_Name»**, **«Consultant\_Business\_Type»** (“CONSULTANT”) (individually,  
7 “Party;” collectively, “Parties”).

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide  
10 **«Contract\_Services»** for **«Project\_Name»**; **«Project\_Number»** (“Project”); and

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

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

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

18 **1. DEFINITIONS.**

19 **1.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and  
20 project requirements to prospective bidders entitled, “**«Name\_of\_RFP»**,” dated **«Date\_of\_RFP»**. The  
21 Request for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

22 **1.2.** “Proposal” shall mean CONSULTANT’s document entitled, “**«Name\_of\_Proposal»**,”  
23 dated **«Date\_of\_Proposal»** and submitted to COUNTY’s Department of Public Works. The Proposal is  
24 attached hereto as **Exhibit “B”** and incorporated herein by reference.

25 **2. CONTRACT COORDINATION.**

26 **2.1.** The Director of Public Works or his/her designee shall be the representative of  
27 COUNTY for all purposes under this Agreement. The Director of Public Works or his/her designee is  
28 hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and

1 execution of this Agreement.

2       **2.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for  
3 the progress and execution of this Agreement. Should circumstances or conditions subsequent to the  
4 execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager  
5 designee shall be subject to the prior written acceptance and approval of COUNTY’s Contract Manager.

6 **3. DESCRIPTION OF WORK.**

7 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with  
8 the RFP and the Proposal, as set forth in **Exhibits “A” and “B.”** In the event of a conflict amongst this  
9 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this  
10 Agreement shall take precedence over both.

11 **4. WORK TO BE PERFORMED BY CONSULTANT.**

12       **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal  
13 and this Agreement.

14       **4.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full  
15 performance of the obligations assumed by CONSULTANT hereunder.

16       **4.3.** CONSULTANT shall:

17           **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices  
18 that may be necessary and incidental to the due and lawful prosecution of the services to be performed  
19 by CONSULTANT under this agreement;

20           **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,  
21 ordinances, regulations, orders and decrees which may affect those engaged or employed under this  
22 Agreement;

23           **4.3.3.** At all times observe and comply with, and cause all of its employees to observe  
24 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

25           **4.3.4.** Immediately report to COUNTY’s Contract Manager in writing any discrepancy  
26 or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above  
27 in relation to any plans, drawings, specifications or provisions of this Agreement.

28 **5. REPRESENTATIONS BY CONSULTANT.**

1           **5.1.**   CONSULTANT understands and agrees that COUNTY has limited knowledge in the  
2 multiple areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these  
3 fields and understands that COUNTY is relying upon such representation.

4           **5.2.**   CONSULTANT represents and warrants that it is a lawful entity possessing all required  
5 licenses and authorities to do business in the State of California and perform all aspects of this  
6 Agreement.

7           **5.3.**   CONSULTANT shall not commence any work under this Agreement or provide any  
8 other services, or materials, in connection therewith until CONSULTANT has received written  
9 authorization from COUNTY's Contract manager to do so.

10          **5.4.**   CONSULTANT represents and warrants that the people executing this Agreement on  
11 behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
12 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

13          **5.5.**   CONSULTANT represents and warrants that any employee, contractor and/or agent who  
14 will be performing any of the duties and obligations of CONSULTANT herein possess all required  
15 licenses and authorities, as well as the experience and training, to perform such tasks.

16          **5.6.**   CONSULTANT represents and warrants that the allegations contained in the Proposal are  
17 true and correct.

18          **5.7.**   CONSULTANT understands that COUNTY considers the representations made herein  
19 to be material and would not enter into this Agreement with CONSULTANT if such representations  
20 were not made.

21          **5.8.**   CONSULTANT understands and agrees not to discuss this Agreement or work  
22 performed pursuant to this Agreement with anyone not a party to this Agreement without the prior  
23 permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any  
24 contacts or inquiries made by anyone not a party to this Agreement with respect to work performed  
25 pursuant to this Agreement.

26          **5.9.**   Prior to accepting any work under this Agreement, CONSULTANT shall perform a due  
27 diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT  
28 may have with respect to the work requested.

1           **5.10.** CONSULTANT understands and agrees that in the course of performance of this  
2 Agreement CONSULTANT may be provided with information or data considered by the owner or the  
3 COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as  
4 confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality  
5 including but not limited to restricting the dissemination of all material received to those required to  
6 have such data in order for CONSULTANT to perform under this Agreement.

7           **5.11.** CONSULTANT represents that the personnel dedicated to this project as identified in  
8 CONSULTANT’s Proposal, will be the people to perform the tasks identified therein. CONSULTANT  
9 will not substitute other personnel or engage any contractors to work on any tasks identified herein  
10 without prior written notice to COUNTY.

11 **6.     TERM OF AGREEMENT.**

12           This Agreement shall commence on the date first written above and shall remain in effect until  
13 the services provided as outlined in Paragraph 3, (“DESCRIPTION OF WORK”), have been  
14 completed, unless otherwise terminated as provided for in this Agreement.

15 **7.     COMPENSATION.**

16           **7.1.** The total compensation payable under this Agreement shall not exceed  
17 «Cost of Original Contract», unless otherwise previously agreed to in writing by COUNTY.

18           **7.2.** The fee for any additional services required by COUNTY will be computed either on a  
19 negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based  
20 on CONSULTANT’s current standard rates as set forth in the Proposal. Additional services or costs  
21 will not be paid without a prior written agreement between the Parties.

22           **7.3.** Except as provided under paragraph 7.1 and 7.2, COUNTY shall not be responsible to  
23 pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or  
24 other remuneration.

25 **8.     PAYMENT.**

26           **8.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**  
27 **“A.”** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its  
28 itemized billing.

1           **8.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of each  
2 invoice, not to exceed five percent (5%) of the total compensation amount of the completed project.  
3 “Completion of the Project” is when the work to be performed has been completed in accordance with this  
4 Agreement, as determined by COUNTY, and all subcontractors, if any, have been paid in full by  
5 CONSULTANT. Upon completion of the Project CONSULTANT shall bill COUNTY the retention for  
6 payment by COUNTY.

7           **9.     METHOD OF PAYMENT.**

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

14           **10.   TIME FOR COMPLETION OF THE WORK.**

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

20           **11.   MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

21           CONSULTANT shall maintain books, records, documents, reports and other materials  
22 developed under this Agreement as follows:

23           **11.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,  
24 canceled checks, and other records relating to CONSULTANT’s charges for services or expenditures  
25 and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer  
26 period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

27           **11.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate  
28 performance under this Agreement for a minimum period of five (5) years, or for any longer period

1 required by law, from the date of termination or completion of this Agreement.

2       **11.3.** Any records or documents required to be maintained by CONSULTANT pursuant to  
3 this Agreement shall be made available to COUNTY for inspection or audit at any time during  
4 CONSULTANT's regular business hours provided that COUNTY provides CONSULTANT with  
5 seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to  
6 COUNTY, be provided to COUNTY for inspection at CONSULTANT's address indicated for receipt  
7 of notices under this Agreement.

8 **12. SUSPENSION OF AGREEMENT.**

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

13 **13. TERMINATION.**

14 COUNTY retains the right to terminate this Agreement for any reason by notifying  
15 CONSULTANT in writing twenty (20) days prior to termination and by paying the compensation due  
16 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
17 CONSULTANT, COUNTY shall be obligated to compensate CONSULTANT only for that portion of  
18 CONSULTANT's services which are of benefit to COUNTY. Said compensation is to be arrived at by  
19 mutual agreement between COUNTY and CONSULTANT; should the parties fail to agree on said  
20 compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be  
21 binding upon the parties.

22 **14. INSPECTION.**

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

28 **15. OWNERSHIP OF MATERIALS.**



1 All original drawings, videotapes, studies, sketches, computations, reports, information, data  
2 and other materials given to or prepared or assembled by or in the possession of CONSULTANT  
3 pursuant to this Agreement shall become the permanent property of COUNTY and shall be delivered  
4 to COUNTY upon demand, whether or not completed, and shall not be made available to any  
5 individual or organization without the prior written approval of COUNTY.

6 **16. INTEREST OF CONSULTANT.**

7 **16.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any  
8 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with  
9 the performance of the services hereunder.

10 **16.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-  
11 contractor or person having such an interest shall be employed.

12 **16.3.** CONSULTANT certifies that no one who has or will have any financial interest under  
13 this Agreement is an officer or employee of COUNTY.

14 **17. INDEMNIFICATION.**

15 **17.1.** CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend,  
16 protect and hold COUNTY and its representatives, officers, directors, designees, employees,  
17 successors and assigns harmless from any and all claims, expenses, liabilities, losses, causes of actions,  
18 demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature  
19 whatsoever arising out of or in connection with CONSULTANT's negligent acts and omissions or  
20 willful misconduct under this Agreement ("Claims"), whether or not arising from the passive  
21 negligence of COUNTY, but does not include Claims that are the result of the negligence or willful  
22 misconduct of COUNTY.

23 **17.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and  
24 hold COUNTY harmless from all Claims, including but not limited to:

25 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,  
26 sickness or disease or death to persons including but not limited to COUNTY's representatives,  
27 officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third  
28 parties and/or damage to property of anyone (including loss of use thereof) arising out of

1 CONSULTANT's negligent performance of, or willful misconduct surrounding, any of the terms  
2 contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone  
3 for whose acts CONSULTANT may be liable;

4 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of  
5 CONSULTANT's employees or agents arising out of CONSULTANT's negligent performance of, or  
6 willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or  
7 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

8 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,  
9 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful  
10 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or  
11 anyone for whose acts CONSULTANT may be liable;

12 **17.2.4.** Infringement of any patent rights which may be brought against COUNTY  
13 arising out of CONSULTANT's work;

14 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,  
15 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of  
16 employees; and

17 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this  
18 Agreement.

19 **17.3.** These indemnification provisions shall extend to Claims occurring after this Agreement  
20 is terminated, as well as while it is in force.

21 **18. INDEPENDENT CONTRACTOR.**

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

25 **18.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for  
26 the requirements and results specified by this Agreement or any other agreement.

27 **18.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results  
28 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject

1 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in  
2 fulfillment of the requirements of this Agreement.

3 **18.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,  
4 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Workers'  
5 Compensation coverage or any other type of employment or worker insurance or benefit coverage  
6 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an  
7 employee of COUNTY.

8 **18.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY  
9 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social  
10 Security Old Age Pension Program, Social Security Disability Program, or any other type of pension,  
11 annuity, or disability program required or provided by any Federal, State or local law or regulation.

12 **18.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or  
13 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's  
14 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit  
15 program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

16 **18.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,  
17 or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

18 **18.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent  
19 and conduct itself as an independent contractor, not as an employee of COUNTY.

20 **18.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,  
21 bind or obligate COUNTY in any way without the written consent of COUNTY.

22 **19. INSURANCE.**

23 **19.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,  
24 during the entire term of this Agreement and any extended term therefore, insurance in a sum  
25 acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the  
26 performance of this Agreement and in any event not less than the minimum limit set forth in the  
27 "Minimum Insurance Amounts" attachment to the Plans and Specifications (**Exhibit A**) which are  
28 incorporated as if set forth fully herein.

1           **19.2. Special Insurance Requirements.** All insurance required shall:

2           **19.2.1.** 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 COUNTY. A rating of at  
4 least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

5           **19.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance  
6 maintained by COUNTY shall be in excess of CONSULTANT’s insurance coverage and shall not  
7 contribute to it.

8           **19.2.3.** Name The Imperial County Department of Public Works and the County of  
9 Imperial and their officers, employees, and volunteers as additional insured on all policies, except  
10 Workers’ Compensation insurance and Errors & Omissions insurance, and provide that COUNTY may  
11 recover for any loss suffered by COUNTY due to CONSULTANT’s negligence.

12           **19.2.4.** State that it is primary insurance and regards COUNTY as an additional insured  
13 and contains a cross-liability or severability of interest clause.

14           **19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty  
15 (30) days written notice has been given to COUNTY. CONSULTANT may not terminate such  
16 coverage until it provides COUNTY with proof that equal or better insurance has been secured and is  
17 in place. Cancellation or change without prior written consent of COUNTY shall, at the option of  
18 COUNTY, be grounds for termination of this Agreement.

19           **19.2.6.** If this Agreement remains in effect more than one (1) year from the date of its  
20 original execution, COUNTY may, at its sole discretion, require an increase to liability insurance to the  
21 level then customary in similar COUNTY Agreements by giving sixty (60) days notice to  
22 CONSULTANT.

23           **19.3. Additional Insurance Requirements.**

24           **19.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is  
25 also to be notified if any aggregate insurance limit is exceeded.

26           **19.3.2.** The comprehensive or commercial general liability shall contain a provision of  
27 endorsements stating that such insurance:  
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County of Imperial  
Department of Public Works  
155 South 11th Street  
El Centro, CA 92243

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

**20. PREVAILING WAGE.**

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

**20.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY’s Department of Public Works and available to CONSULTANT and any other interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

**20.3.** CONSULTANT hereby acknowledges and stipulates to the following:

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

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

**20.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day’s work; and

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

**20.3.5** CONSULTANT has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is

1 responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll  
2 record reporting. Further information concerning the requirements of SB854 is available on the DIR  
3 website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

4 **21. WORKERS' COMPENSATION CERTIFICATION.**

5 **21.1.** Prior to the commencement of work, CONSULTANT shall sign and file with  
6 COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700  
7 et seq. which require every employer to be insured against liability for workers' compensation or to  
8 undertake self-insurance in accordance with the provisions of that code, and I will comply with such  
9 provisions before commencing the performance of the work of this contract."

10 **21.2.** This certification is included in this Agreement and signature of the Agreement shall  
11 constitute signing and filing of the certificate.

12 **21.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire  
13 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning  
14 work on the Project.

15 **21.4.** If CONSULTANT has no employees, initial here: \_\_\_\_\_.

16 **22. ASSIGNMENT.**

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

20 **23. NON-DISCRIMINATION.**

21 During the performance of this Agreement, CONSULTANT and its subcontractors shall not  
22 unlawfully discriminate, harass or allow harassment against any employee or applicant for  
23 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability  
24 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital  
25 status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the  
26 evaluation and treatment of their employees and applicants for employment are free from such  
27 discrimination and harassment. CONSULTANT and its subcontractors shall comply with the  
28 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the

1 applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).  
2 The applicable regulations of the Fair Employment and Housing Commission implementing  
3 Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code  
4 of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth  
5 in full. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are  
6 incorporated into this Agreement by reference and made a part hereof as if set forth in full.  
7 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause  
8 to labor organizations with which they have a collective bargaining or other agreement.  
9 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all  
10 subcontracts to perform work under this Agreement.

11 **24. NOTICES AND REPORTS.**

12 **24.1.** Any notice and reports under this Agreement shall be in writing and may be given by  
13 personal delivery or by mailing by certified mail, addressed as follows:

14 **COUNTY**

15 Director of Public Works  
16 155 South 11th Street  
17 El Centro, CA 92243

17 County of Imperial  
18 Clerk of the Board of Supervisors  
19 940 W. Main Street, Suite 209  
20 El Centro, CA 92243

**CONSULTANT**

«Consultant\_Business\_Name»  
«Consultant\_Street\_Address»  
«Consultant\_City\_State»

21 **24.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-  
22 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an  
23 overnight carrier.

24 **24.3.** The addressees and addresses for purposes of this paragraph may be changed to any  
25 other addressee and address by giving written notice of such change. Unless and until written notice of  
26 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee  
27 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

28 **25. ENTIRE AGREEMENT.**

This Agreement contains the entire Agreement between COUNTY and CONSULTANT



1 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous  
2 agreements, understandings, provisions, negotiations, representations, or statements, either written or  
3 oral.

4 **26. MODIFICATION.**

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

7 **27. CAPTIONS.**

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

10 **28. PARTIAL INVALIDITY.**

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

14 **29. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

15 As used in this Agreement and whenever required by the context thereof, each number, both  
16 singular and plural, shall include all numbers, and each gender shall include a gender.  
17 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of  
18 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,  
19 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any  
20 other representative capacity or any other entity. All covenants herein contained on the part of  
21 CONSULTANT shall be joint and several if more than one person, firm or entity executes the  
22 Agreement.

23 **30. WAIVER.**

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

27 **31. CHOICE OF LAW.**

28 This Agreement shall be governed by the laws of the State of California. This Agreement is

1 made and entered into in Imperial County, California. Any action brought by either party with respect  
2 to this agreement shall be brought in a court of competent jurisdiction within said County.

3 **32. AUTHORITY.**

4 **32.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and  
5 warrants that:

6 **32.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of  
7 CONSULTANT;

8 **32.1.2.** Such execution and delivery is in accordance with the terms of the Articles of  
9 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

10 **32.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

11 **32.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the  
12 foregoing within thirty (30) days of execution of this Agreement.

13 **33. COUNTERPARTS.**

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

18 **34. REVIEW OF AGREEMENT TERMS.**

19 **34.1.** Each Party has received independent legal advice from its attorneys with respect to the  
20 advisability of making the representations, warranties, covenants and agreements provided for herein,  
21 and with respect to the advisability of executing this Agreement.

22 **34.2.** Each Party represents and warrants to and covenants with the other Party that:

23 **34.2.1.** This Agreement in its reduction to final written form is a result of extensive  
24 good faith negotiations between the Parties and/or their respective legal counsel;

25 **34.2.2.** The Parties and their legal counsel have carefully reviewed and examined this  
26 Agreement for execution by said Parties; and

27 **34.3.** Any statute or rule of construction that ambiguities are to be resolved against the  
28 drafting party shall not be employed in the interpretation of this Agreement.

1 **35. NON-APPROPRIATION.**

2 This Agreement is based upon the availability of public funding. In the event that public funds  
3 are unavailable and not appropriated for the performance of the services set forth in this Agreement,  
4 the Agreement shall be terminated without penalty after written notice to CONSULTANT of the  
5 unavailability and/or non-appropriation of funds.

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

8  
9 **County of Imperial**

**«Consultant\_Business\_Name»**

10  
11 By: \_\_\_\_\_  
12 Ryan E. Kelley, Chairman  
13 Imperial County Board of Supervisors

By: \_\_\_\_\_  
«Consultant\_Name\_for\_Signature»

14 **ATTEST:**

15  
16 \_\_\_\_\_  
17 Blanca Acosta, Clerk of the Board,  
18 County of Imperial, State of California

19 **APPROVED AS TO FORM:**

20 Katherine Turner,  
21 County Counsel

22  
23 By: \_\_\_\_\_  
24 «CC\_Attorney»,  
«CC\_Attorney\_Title»