



Request for Qualifications (RFQ)

Imperial County Lithium Development Infrastructure Assessment in Imperial County's "Lithium Valley";

County Project No.:6930PWS

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Janette Govea, MPA
Administrative Analyst I

Deadline for Submissions: February 28, 2022, 4:00 P.M

Imperial County
Department of Public Works
155 S. 11th 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.

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A – Sample Proposal Evaluation Form

B – Sample Consultant Agreement and Insurance Requirements*
****No changes shall be made to consultant agreement.***

C – Location Map

SPECIAL NOTICE No. 1

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.

Application and renewal are completed online with a non-refundable fee of \$300. Read the Public Works Reforms (SB 854) Fact Sheet for requirements. Instructions for completing the form and additional information can be found on the DIR website.

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

SOURCES OF INFORMATION

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

Request for Qualifications (RFQ) Imperial County Lithium Development Infrastructure Assessment in Imperial County’s “Lithium Valley”

I. PURPOSE AND BACKGROUND

The County of Imperial Department of Public Works (ICDPW) is requesting proposals from qualified and experienced consulting firms to perform a detailed Infrastructure Assessment Element with focus of infrastructure needs for future geothermal and mineral extraction development in the northern portion of Imperial County. The services are anticipated to be full time for the duration of the work, which will be completed by private contract secured through the County’s public procurement process.

The purpose of the Request for Qualifications (RFQ) is to provide the Department of Public Works with the assurance that this County administered planning and assessment document is completed in compliance with all local, state, and federal provisions (where applicable). Successful firm is to maintain a level of high quality Consulting Services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

Qualified entities are invited to submit written statement of qualifications and project proposals for consideration in accordance with this request. These 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 California Labor Code, Section 1775.

The global shift to renewable energy has created an increase in demand for sustainable energy generation and production, particularly battery grade lithium.

The capacity of lithium-ion batteries reduces to 70-90% within five years. The short lifespan of lithium demonstrates that there will be a further boost in the demand for lithium-ion batteries in such products as consumer electronics and electric vehicles. The Lithium focus group in Imperial County considers the north end of Imperial County to be prime with such material and has begun and in depth look at the future of mineral extraction in this area.

The selected firm will perform an in depth review and provide a comprehensive planning document that focuses on the current infrastructure available and what is required infrastructure in the north end of the County that would facilitate both geothermal and mineral extraction including, roadway and bridge improvements, wet and dry utility improvements (which include but are not limited to broadband /telecommunication, water, sewer, gas and electrical upgrades). In addition the assessment should also review and recommend quality of life public improvements (i.e. public parks, bike paths, etc.), in surrounding unincorporated communities that would benefit existing community residents as well as future employees and their families.

II. PROJECT POSTING AND SCHEDULING

This RFQ 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/projects-out-to-bid/> under “Projects out to Bid.” Consultants wishing to propose in response to this RFP must obtain this document from our

website. The County will maintain a list of RFP holders based on self-identification by interested firms. If you are interested in being added to the RFP holder list, please contact the project manager listed in section VIII. CLOSING ITEMS. The County will make every effort to provide individual notification of amendments or addendums to this RFP to known self-identified firms, but it will be the responsibility of each interested firm in checking the “Projects Out To Bid” webpage for any updates as the web page will be the official media of dissemination of Addenda.

The County will therefore post any addenda to the RFQ 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 and included signed copies of all in their proposal.

Proposed Schedule of Events

Issue Request for Proposals	February 1, 2022
Deadline for Written Requests for Clarification	February 14, 2022
Proposals Due	February 28, 2022
Consultant Selection	March 14, 2022
County Awards Contract	April 5, 2022
Notice to Proceed	April 12, 2022

III. SCOPE OF WORK

The selected firm will perform an in depth review and provide a comprehensive planning document that focuses on the established infrastructure and future improvement needs in specific focus areas that would facilitate the development of mineral mining operation and investment in the County related to geothermal and lithium development. The areas of focus should include:

1. County Roadway System including bridges upgrades
2. Broadband/telecommunication upgrades
3. Water and Sewer Facility upgrades
4. Gas and Electrical infrastructure upgrades
5. Quality of life public improvements such as parks, sidewalks and bicycle paths in unincorporated areas particularly Niland Townsite that may see growth due to development.

The primary area of focus referred to as Lithium Valley is near the south end of Salton Sea bounded by SR-111 to the east, SR-78 to the south and the Union Pacific Railroad to the north. The assessment document is proposed to be used as a master plan.

The consultant will review the established existing public and private infrastructure available in the northern portion of Imperial County. This would involve the direct communication with public and private entities in the northern portion of the County, which includes but is not limited to geothermal and lithium developers, environmental justice organizations, the Imperial Irrigation District, County of Imperial, Imperial County Transportation Commission, Imperial Valley Telecommunications

Authority, Southern Border Broadband Consortium (SBBC), and private broadband and telecommunication providers and Gas and Cable providers. The desired result would be a comprehensive understanding of the services available and the public infrastructure that is required to facilitate not only an emerging extraction operation, but also and understanding of the quality of life public improvements to County Residents in the focus area. Recommendations shall be provided along with order of magnitude costs for facility upgrades and quality of life public improvements.

The selected consultant will review the available planning documents for the County including:

1. Safe Routes to School Master Plan.
2. Active Transportation Master Plan.
3. Pedestrian Master Plan.
4. Bicycle Master Plan.
5. Imperial County Circulation Element.
6. Imperial County Regional Climate Action Plan
7. Imperial County Transportation Model
8. SCAG Goods Movement Border Crossing Study
9. Imperial County Alternative Fuels Impact Analysis
10. Existing projects for lithium and geothermal development.
11. Caltrans Bridge Inventory
12. Park Element within General Plan, Imperial Valley Telecommunications Authority and SBBC Planning documents
13. Planning and Development applications for proposed geothermal and mineral extraction projects.

The successful firm will schedule and conduct a kick off meeting for the project, coordinating with the County. The firm will prepare an agenda to be reviewed and approved by the County. The meeting will address County expectations, consultant information requirements, project approach, and project timeline at minimum. Some of the areas of consultant work that are expected include:

- Discussion/Review and incorporation of available planning documents into final work product.
- Data collection of planned development.
- Outreach and coordination sessions including meetings with varied local organizations (stake holders). At minimum three meetings are expected to be held with various stake holders within the Lithium Working Group to identify the group's infrastructure priorities.
- An additional two Community Meetings will be planned for the community at large to participate in shaping the County's infrastructure assessment and priorities.
- Coordination with separate Planning consultant that will be completing a Specific Plan and Programmatic EIR for "Lithium Valley" area.
- Development of map and list of infrastructure priorities and high level costs aimed at upgrading the County's infrastructure to facilitate industrial development and specific quality of life improvements for North End communities (i.e. Niland).
- Development of a master plan document that outlines the findings from meetings, existing document reviews and proposed development.

Consultant will lead, attend, and participate in the varied meetings with the County and review project goals, scope, work flow methodology, responsibilities of both Consultant and County, and will introduce key staff. During the course of the project all communications and coordination will be with the project manager who will be the primary point of contact for the County.

Throughout the course of the project, Consultant will maintain orderly project files. All tracings, plans, specifications and maps prepared or obtained under the terms of the agreement with County shall be delivered to and become property of the County; and material, computations and all other data prepared or obtained under such agreement shall be made available upon request to the County without restriction or limitation on their use.

At the conclusion of the project, Consultant shall submit to the County a final infrastructure assessment/ master plan document that may be utilized as a planning tool for future development:

Imperial County Lithium Development Infrastructure Assessment in Imperial County; County Project No.: 6930PWS

Document will serve as a record of the project. Additionally, a copy of the record of the project is to be provided in Portable Document Format (PDF) on one (1) USB thumb drive. The required project file and all pertinent documents will need to be submitted before the final payment and retention will be released.

IV. RESPONSIBILITIES OF THE COUNTY

1. This RFP is being conducted in accordance with the “One Step RFP” as per Chapter 10, “Consultant Selection”, of the Caltrans Local Assistance Procedures Manual.
2. The County will direct the development of the project, provide management oversight, and conduct administrative arrangements only.
3. The County will pay an agreed upon amount normally within 30 days after receipt of an invoice.
4. The County will not provide dedicated workspace facilities, but upon request will provide a conference room for meetings with the Department and the Contractor.
5. 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.

V. PROPOSAL CONTENT AND INFORMATION

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

General Requirements

1. Provide a cover letter.
2. 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 project. Provide a statement that the offer is valid for at least a ninety (90) day period.
3. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFP. Include titles, addresses, e-mail, and phone numbers.

4. 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 is not required to select any of the recommendations or comments.
5. 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.
6. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

Table of Contents

Include a table of contents with identification of each section and page number.

Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
4. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experiences and qualification for similar and related projects, both federally funded and 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).

Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
2. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.
3. Indicate what participation, data and products will be requested from the County.
4. Indicate deliverables to be provided and when.

Cost and Fees

Cost Proposal must be submitted in a separate sealed enveloped clearly marked with the proposal title and identifying the submitting firm. Cost proposals shall take into account the following:

1. Develop costs and fees for the services requested. Submit a not to exceed fee proposal based on anticipated fully burdened hourly rates.
2. When preparing cost and fees consider the scope of work involving project kick off and review of available documentation, material submittals, project documentation and prepare a lump sum fixed fee breakdown based on anticipated staff and hours. -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. As much as possible, a fixed fee lump sum breakdown by phase of the construction based on billable hours is desirable for preconstruction and post construction.
3. Breakdown shall include preconstruction services and construction services (Request for information/clarification). No subcontractors shall be utilized without prior authorization by the County.

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.

VI. EVALUATION OF PROPOSALS

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

Proposals will be reviewed by an evaluation committee. The evaluation committee's assessment and recommendations shall be forwarded to the Director of Public Works for review. The County reserves the right to negotiate the price with the highest ranked proposer and if agreement on the terms is not possible, the County may opt to go with the next highest ranked proposer.

The Director shall provide a report of the committee's evaluation and recommendations, along

with his recommendation, for the selection of a firm to the Board of Supervisors for final review and approval to enter into negotiations for an agreement. All firms submitting a proposal will be notified of final rankings.

Please take note that the County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

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, February 28, 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 QUALIFICATIONS: Imperial County Lithium Development Infrastructure Assessment in Imperial County's "Lithium Valley"; County Project No.: 6930PWS.

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 Qualifications will also be accepted electronically. Proposals shall be submitted no later than Friday, February 28, 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 with the subject line: REQUEST FOR QUALIFICATIONS: Imperial County Lithium Development Infrastructure Assessment in Imperial County's "Lithium Valley"; County Project No.: 6930PWS.

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.

VII. CLOSING ITEMS

A pre-proposal conference will not be 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. Any modifications to this solicitation will be issued by the County as a written addendum.

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. Any contract resulting from this RFP will be financed with funds available to the County from local

County and/or Federal Aid or other grant funds.

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.

Questions concerning this RFP are to be directed to Janette Govea, Administrative Analyst I, with the Imperial County Department of Public Works via electronic mail to janettegovea@co.imperial.ca.us

EXHIBIT A



PROPOSAL EVALUATION FORM

IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS
 REQUEST FOR QUALIFICATIONS FOR IMPERIAL COUNTY LITHIUM
 DEVELOPMENT INFRASTRUCTURE ASSESSMENT IN IMPERIAL COUNTY'S
 "LITHIUM VALLEY"; COUNTY PROJECT NO.: 6930PWS

Prepared February 1, 2022

DATE: _____

EVALUATOR: _____

RESPONDENT: _____

RATING POINTS:

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

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
A. Technical Approach	0.35				
• Responsiveness & understanding of work to be done, (i.e. scope of work)	(0.20)		_____		_____
• Specific experience with similar work	(0.15)		_____		_____
B. Project Management	0.30				
• Capacity to perform the scope of work and the ability to conclude in a timely manner	(0.20)		_____		_____
• Quality of staff based on recent experience	(0.10)		_____		_____
C. References	(0.05)		_____		_____
D. Familiarity and/or specific experience with local, state and federal project procedures using LAPM for local agency advertised projects	(0.25)		_____		_____
E. Overall quality of proposal, including qualifications and thoroughness	(0.05)		_____		_____
			Subtotal Score		_____
F. Previous Experience and Performance working with County of Imperial Department of Public Works					_____
			Total Score		_____ (0 to -5)

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 B

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 (15th) 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:
28

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»

MINIMUM INSURANCE AMOUNTS

Consultant contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

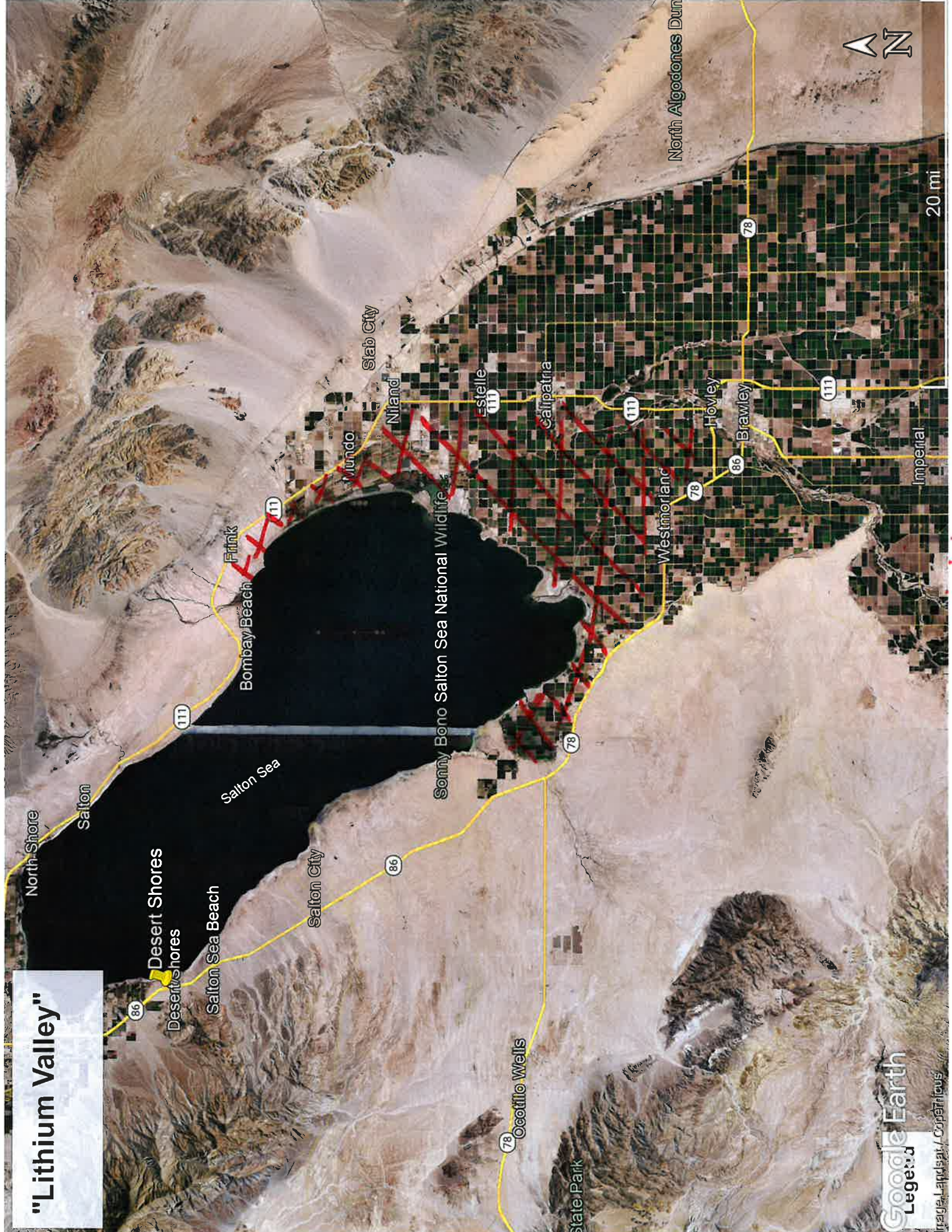
<u>Insurance</u>	<u>Minimum Limit</u> *
Errors & Omissions/Professional Liability	\$2 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Commercial General Liability (Including Contractual Liability):	
Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is also required.

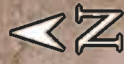
*Minimums subject to additional review after Consultant is selected.

EXHIBIT C

"Lithium Valley"



20 mi



North Algodones Dun

North Shore
Salton

Desert Shores
Desert Shores
Salton Sea Beach

Salton Sea

Salton City

Sonny Bono Salton Sea National Wildlife Refuge

Stab City

Jundo

Niland

Estelle

Salpatria

Westmorland

Hovley

Brawley

Imperial

Ocotillo Wells

State Park

Bombay Beach

Frink

86

111

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78

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20 mi