



REQUEST FOR PROPOSALS

FOR STREET SWEEPING SERVICES AND ILLEGAL TRASH DISPOSAL IN IMPERIAL COUNTY COUNTY PROJECT NUMBER 5856ADM RE-RELEASE

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Naomi C. Robles, MPA
Administrative Analyst III

Reviewed By:

Ed Delgado, MPA
Deputy Director of Public Works - Administration

Deadline for Submissions: Thursday, April 21, 2022 at 4:00 p.m.

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

PROPOSALS MUST BE SUBMITTED BY 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.

March 17, 2022

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Attachment A – Locations for Street Sweeping Services

Attachment B – Location Maps in Alphabetical Order

Attachment C – Sample Agreement and Insurance Requirements

Attachment D – Sample Evaluation Form

Attachment E – Documents to be Submitted with Proposal

- Equipment and Facilities Information
- Cost and Fees Proposal (Must be provided within a separate sealed envelope within the submittal of the proposal).

SPECIAL NOTICE

Notification of Contractor Registration Requirements (where required)

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

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

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

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

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

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

SOURCES OF INFORMATION

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

**County of Imperial
Department of Public Works
Request for Proposal for
Street Sweeping Services
And Illegal Trash Disposal in Imperial County
County Project No. 5856ADM
RE-RELEASE**

March 17, 2022

I. PURPOSE AND BACKGROUND

The Imperial County Department of Public Works is responsible for maintaining approximately 2,555 miles of County roads of which 1,349 are paved and 1,206 are unpaved. The Department of Public Works has determined that it is in the public's interest to provide regular street sweeping services in residential unincorporated communities as well as provide services to address illegal dumping of household, commercial, and industrial waste items on County roads and rural, unincorporated areas. Therefore, the Department of Public Works is requesting proposals from qualified firms to provide street sweeping and illegal trash disposal services for the Imperial County. Qualified entities are invited to submit proposals 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 contract entity is hereinafter referred to as "Vendor".

The contract will be regulated according to the provisions of all applicable federal, state and local laws and ordinances. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775. The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Proposed Schedule of Events

Issue Request for Proposal	March 18, 2022
Final Date for Questions	March 31, 2022
Proposals Due	April 21, 2022
County Awards Contract	June 2022
Notice to Proceed	July 2022
Contract Effective Dates	July 2022 – December 2027
First Month of Services	July 2022
Last Month of Services	December 2027

II. SCOPE OF WORK

1. Services Requested

Furnish all necessary materials, equipment, labor, and incidentals as required to perform street sweeping and illegal trash pick up services for the County of Imperial. Street sweeping services shall include mechanical and/or manual

to be swept consist of all streets and roads as illustrated in Attachment A. Location Maps for street sweeping service areas are provided in Attachment B. Location Maps highlight general areas where street sweeping may occur. Vendor will only provide regular, bi-monthly street sweeping services in areas with sidewalk, curb and gutter; however, the County may request additional street sweeping services in areas that do not have sidewalk, curb and gutter. Illegal trash disposal services shall include mechanical and/or manual pick up and disposal of illegally dumped appliances, tires, household waste, furniture, vehicles, electronic and hazardous waste and construction materials within the Imperial County right of way. Vendor must be able to respond to illegal trash disposal throughout Imperial County within 72 hours of notification. Vendor shall submit reports regarding illegal trash collected and disposed to Department.

2. Performance Standards

Street sweeping and illegal trash disposal shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage and other foreign material in accordance with current industry standards of cleanliness for routine and emergency street cleaning and illegal trash disposal. Additional performance standards include:

- a. **Street sweeping and illegal trash pick up services will commence as soon as the Notice to Proceed is issued** and be maintained per the attached schedule for the remainder of the contract. If it is later determined by the County that sweeping shall be more or less frequent in designated areas, the vendor shall be notified one (1) month prior to the new schedule for required sweeping
- b. Street sweeping shall consist of the removal by mechanical and vacuum street sweepers of all debris from all portions of the street, including, but not limited to both sides of residential streets, adjacent to residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets) and the center striped area of arterial/collector streets
- c. When necessary for proper street cleaning, more than one pass will be made on the street without additional charge
- d. Additional sweeps requested by the County for unsatisfactory performance shall be responded to immediately;
- e. The County reserves the right to add additional streets and/or other right-of-way to the street sweeping schedule; and to request special sweeps other than regularly scheduled sweeping, when there are unusual conditions such as traffic hazards, parades and similar events. The vendor shall provide any additional sweeping services at the agreed upon curb mile cost
- f. Sweeping in residential areas shall not commence prior to 7:00 a.m.
- g. Vendor shall maintain the sweeping schedule as approved by the County and shall maintain standby equipment to be used in the event of equipment breakdown or an emergency
- h. Sweepers shall not be operated faster than 10 mph when sweeping paper, leaves or light trash; 5 mph when sweeping normal accumulation of dirt, sand and gravel; and 3 mph when sweeping heavy accumulation of dirt, sand and gravel
- i. Vendor shall make arrangements with the proper water agency(s) to obtain and pay for water necessary for street sweeper operations. The County shall review and approve water access locations
- j. Vendor shall be responsible for disposal of all refuse collected by hauling the same to a legally established disposal area. If refuse is stored at a transfer site, the site shall be cleared in accordance with the site's operating permit. Obtaining and paying for disposal sites shall be the sole responsibility of the vendor. The County shall review and approve disposal and transfer sites
- k. The County shall be the sole authority for canceling scheduled street sweeping due to inclement weather. When inclement weather prevents adherence to the regular sweeping schedule for two or less days in a given week, the sweeping areas so affected by the inclement weather shall be swept within seven days of the scheduled sweeping without interruption of the regular sweeping schedule. Vendor shall perform all work due to inclement weather without additional charge
- l. In the case of prolonged inclement weather, the County at its discretion, will consider the Vendor's request to eliminate sweep days not completed. If sweep days are eliminated, the Vendor shall credit the County for curb miles not performed
- m. Vendor shall make backup equipment available to continue scheduled street sweeping services in the event Vendor's primary street sweeper is inoperable
- n. Vendor shall be paid only for the actual curb miles swept. Said compensation includes the removal and disposal

- of all accumulated debris
- o. Vendor shall not sweep on Saturday, Sunday or recognized County holidays
- p. Vendor shall develop a sweeping schedule for approval by the County. Vendor shall be aware of trash collection days for areas to be swept; sweeping shall not interfere with trash collection; and shall be done as soon as possible after trash collection
- q. Vendor shall spray streets with water during street sweeping operations to the extent required to minimize blown dust/dirt in compliance with Imperial County Air Pollution Control District (APCD) and California Air Resources Board (CARB) PM-10 and PM-2.5 requirements
- r. Vendor shall supply the sweeping schedule to residents, by mail, at the beginning of the contract, and yearly thereafter; or at any time there is a change in the sweeping schedule. County will provide Vendor with a mailing list for this purpose
- s. County will notify Vendor of locations designated for illegal trash disposal as reports become available. Vendor shall respond within 72 hours and provide documentation of pickup that includes work order, pictures, tonnage reports, weighmaster certificates, etc
- t. Vendor shall remove and legally dispose of litter from County roads, including shoulders and County right-of-way
- u. Vendor shall remove all unused equipment and instruments of services, all excess or unsuitable material trash, rubbish and debris and legally dispose of materials. Vendor shall leave work area neat, clean and acceptable as approved by County
- v. Vendor shall submit reports to County regarding illegal trash collected that shall include but not be limited to the following: date of collection, location, type of trash, size of collection, disposal size, etc
- w. Vendor shall invoice the County within 30 days of the last service provided and shall clearly indicate project title: **Street Sweeping Services and Illegal Trash Disposal in Imperial County; County Project No. 5856ADM**; invoice back up shall include a monthly log showing locations and actual curb miles swept for street sweeping services and/or hourly rates and disposal costs per ton for illegal trash disposal during the billing period. Compensation shall be paid only for actual curb miles swept and/or illegal trash disposal made during the billing period.

3. Equipment

- a. Vendor will submit a list of the type of equipment to be utilized, including the year, make and model of each sweeper proposed for providing these services, to the County for approval. At a minimum the Vendor shall provide two (2) primary and one (1) backup sweeper. Sweepers must comply with all regulations of the APCD and CARB.
- b. The specific equipment to be used shall be specified in the Vendor's proposal (e.g., broom type, vacuum-type, regenerative air vacuum type). Vendor shall be required to comply with all applicable federal, state and local air quality and noise requirements.
- c. Vendor shall provide equipment, fuel, safety equipment and any other materials necessary to complete the required work.
- d. Vendor's equipment shall be subject to periodic inspection by the County. Should any vehicle when inspected, and in the determination of the County, not meet the standards that the County feels necessary to complete the agreement or to operate safely, the County may require said vehicle be brought to standard before being placed back in service.

III. CONTRACT

A Sample Agreement and Insurance Requirements are attached as Attachment C.

First Day of Services are expected to begin in July. Agreement may be approved by the Board of Supervisors before actual start date. Agreement for services will be for Calendar Year 2022-2027, unless otherwise terminated as provided for in the agreement. Extensions for this contract will not be considered. Upon expiration of this contract, the County will release a new Request for Proposal.

Vendor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the

performance of the services required by the contract.

Subcontractors shall not be used for the services specified herein. The County seeks to do business directly with a street sweeping firm.

IV. RESPONSIBILITIES OF THE COUNTY

1. The County will provide management oversight, and conduct administrative arrangements.
2. The County will pay an agreed upon amount normally within 30 days after receipt of an invoice. Compensation shall be paid only for the actual curb miles swept for street sweeping services and/or hourly rates and disposal costs per ton for illegal trash disposal during the billing period.
3. The County reserves the right to perform any portion of the scope of work by County personnel should the County determine it would be in the best interest of the County to do so.

V. PROPOSAL CONTENT AND INFORMATION

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

A. General Requirements

1. Provide a cover letter.
2. State the firm's 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 scope of work. 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. One person shall be designated to make an oral presentation on behalf of Vendor should the County conduct interviews.
4. The Vendor is representing itself as a qualified professional in providing street sweeping services. 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.

B. Table of Contents

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

C. 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 résumés of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experience and qualifications for similar and related projects.

6. Provide the name, address, telephone number, and e-mail of a reference from at least two (2) Municipal and/or Government Agencies for which you have performed similar services.

D. 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. Indicate what participation, data and products will be requested from the County.

E. Cost and Fees

Cost and fees proposal must be submitted on the form entitled “Costs and Fees Proposal” included in Attachment F of the RFP. The cost and fees proposal must be provided within a separate sealed envelope within the submittal of the proposal.

VI. EVALUATION OF PROPOSALS

Sample evaluation criteria for proposals are attached for your information (Attachment D). The County will utilize a one-step selection process but may opt to conduct interviews.

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 three (3) 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 vendor who is determined qualified and may not correlate to a number 1, number 2, or even number 3 originally ranked vendor. The County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

Proposals shall be submitted no later than Thursday, April 21, 2022 at 4:00 p.m. in Portable Document Format (PDF) via email to Naomi Robles, Administrative Analyst III, to naomirobles@co.imperial.ca.us with the subject line:

Proposal for Street Sweeping Services and Illegal Trash Disposal in Imperial County; County Project No. 5856ADM
RE-RELEASE

Clarification desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and no less than seventy-two hours prior to the time proposals are due. 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. Addenda will be posted on the County website. It will be Vendor’s responsibility to check the website for addenda and submit the signed acknowledgement with the proposal.

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.

Questions concerning the proposal shall be submitted no later than March 31, 2022 and directed to Naomi Robles, Administrative Analyst III with the County of Imperial Department of Public Works at NaomiRobles@co.imperial.ca.us

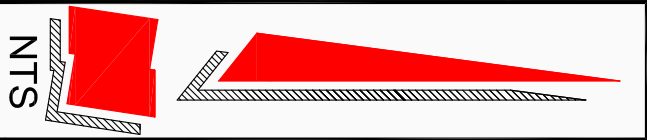
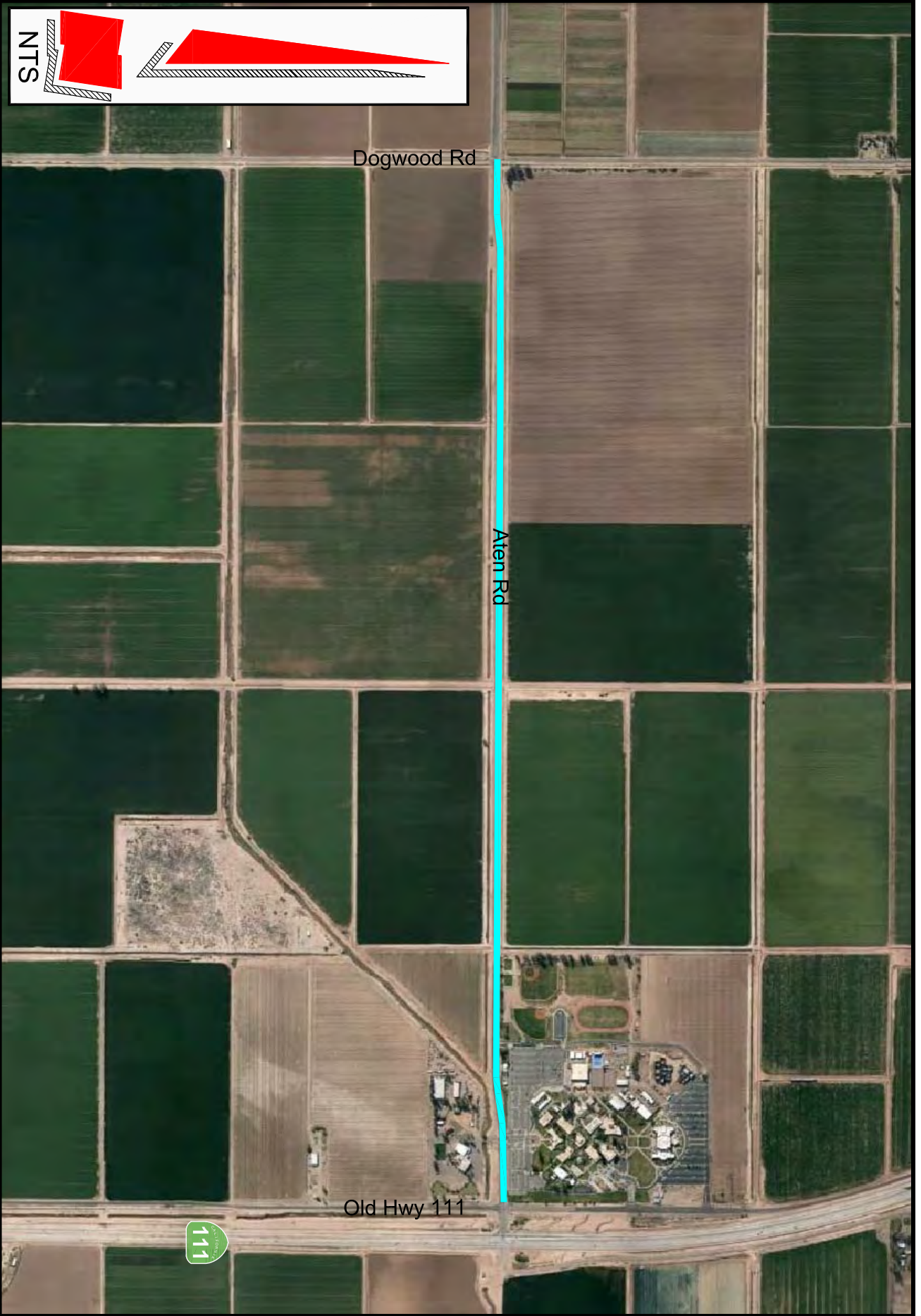
Attachment A – Locations for Street Sweeping Services

STREET SWEEPING SERVICES

LOCATION	UNIT COST PER CURB MILE	ESTIMATED QUANTITY (In Curb Miles)
Aten Road Bicycle Lane		2.03
Barbara Worth Urban Area		2.1
Baseline Road/San Pasqual		1
Cole Road from Kloke Road to Maddox Road (Center Island and Turn Lanes Only)		0.5
Cole Road from Maddox Road to Pruett Road		0.12
Desert Shores Townsite		20.18
Dogwood Road including Bicycle Lane		1.25
Drew Road Bicycle Lane		2.3
Gateway County Service Area		6.77
Heber Townsite		34.81
Horne Road		1
La Brucherie Road Bicycle Lane		1.98
McCabe Cove Road		0.48
New Yourman Road		1.08
Niland Townsite		13.5
Ocotillo		11.08
Poe Colonia		1.1
Ross Road Bicycle Lane		11.16
Salton City		19.87
Seeley		15.44
Winterhaven		5.64

Estimated Total Curb Miles:**153.39**

Attachment B – Location Maps



Dogwood Rd

Aten Rd

Old Hwy 111



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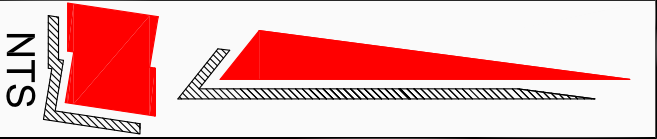
Aten Bicycle Lane
County Bicycle Lanes

LOCATION MAP

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O. Bravo

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L-954 (23)

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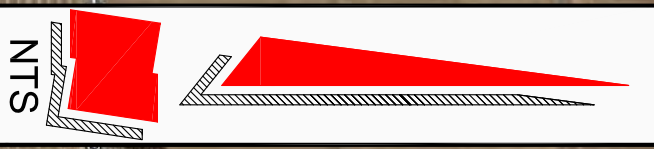
Barbara Worth Urban Area

LOCATION MAP

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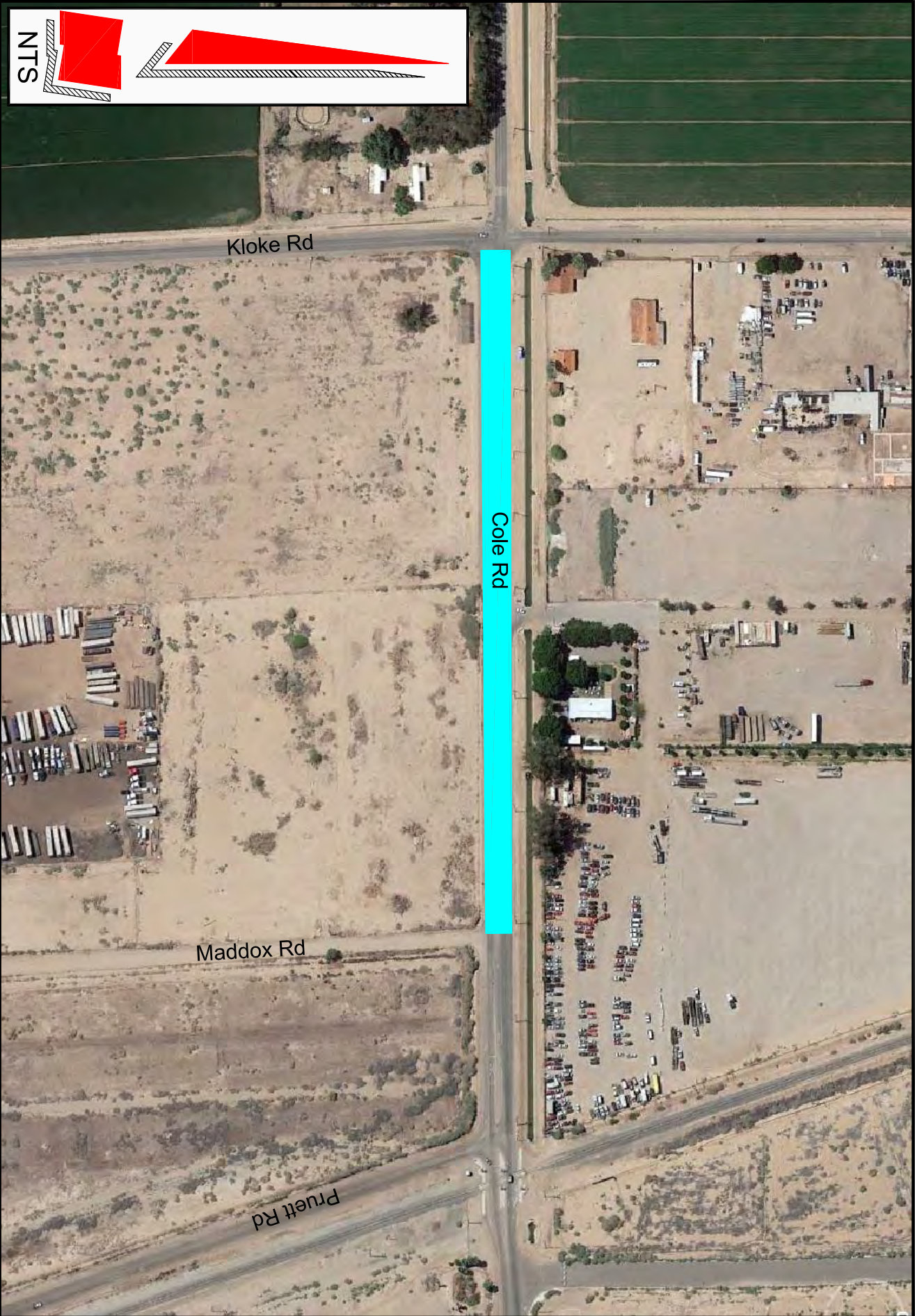
Baseline Road from San Pasqual Road to Arnold Road

LOCATION MAP

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DATE:
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Cole Road from Kloke Road to Maddox Road
(Center Island and Turn lines Only)
LOCATION MAP

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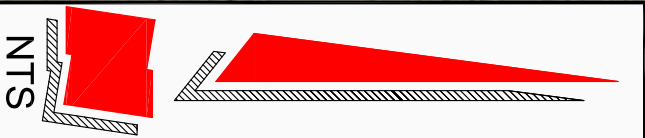
Cole Road from Maddox Road to Pruet Road

LOCATION MAP

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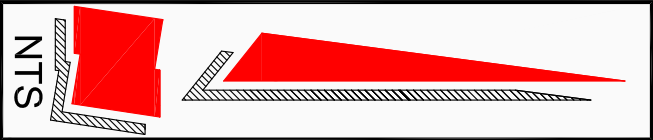


**IMPERIAL COUNTY
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Desert Shores

LOCATION MAP

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**IMPERIAL COUNTY
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**Dogwood Rd Bicycle Lane
County Bicycle Lanes**

LOCATION MAP

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L-954 (22)**

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01/25/19**



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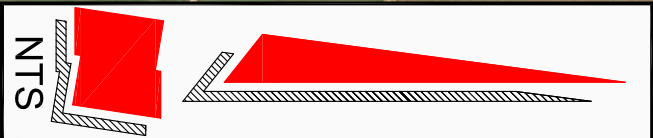
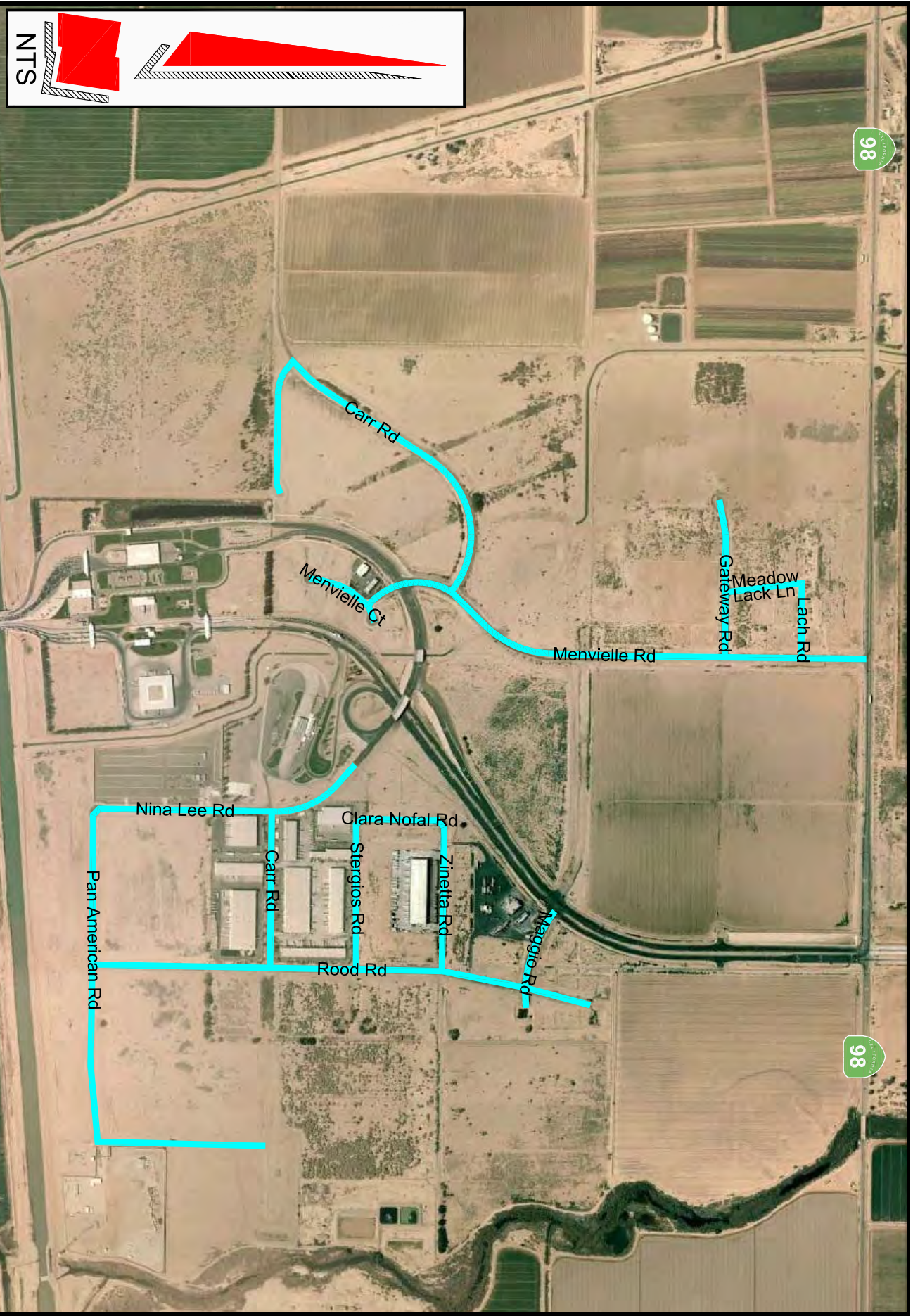
Drew Rd Bicycle Lane
County Bicycle Lanes

LOCATION MAP

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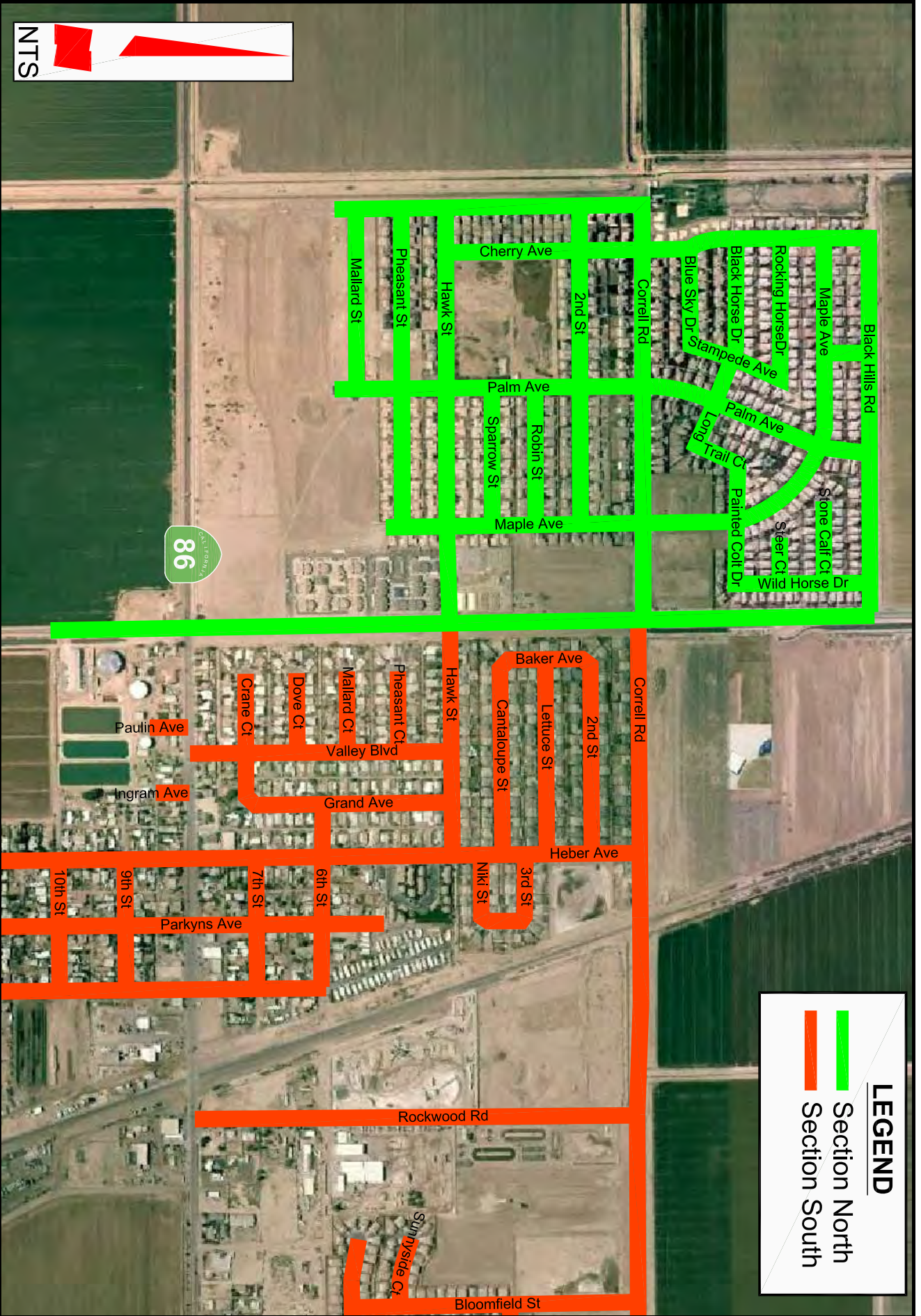
Gateway Service Area

LOCATION MAP

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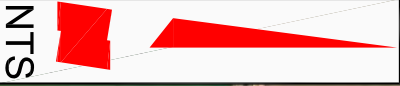
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LEGEND

- █ Section North
- █ Section South



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Heber Urban Area
Section North

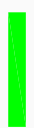

LOCATION MAP

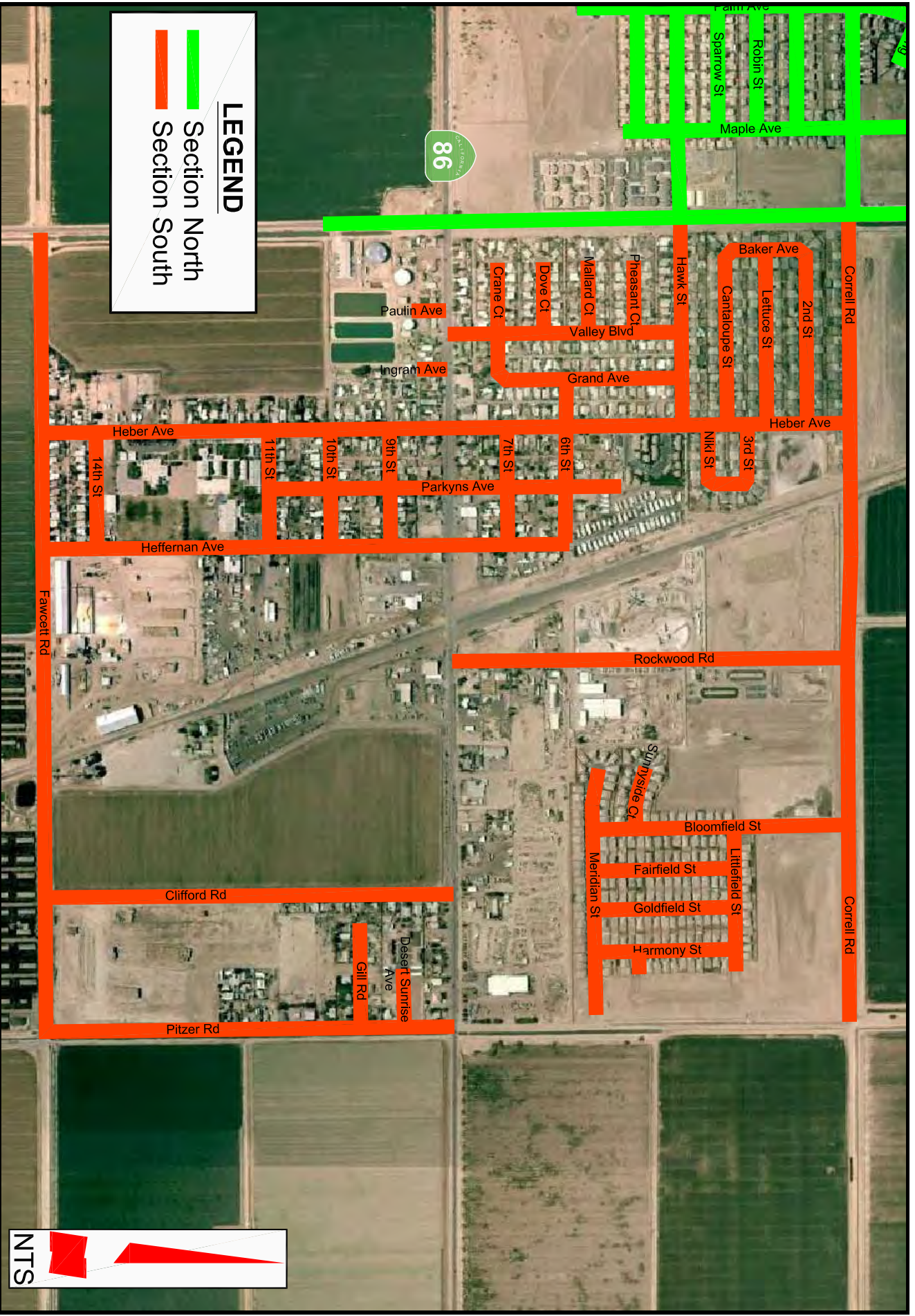
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-  Section North
-  Section South

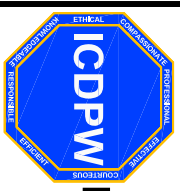
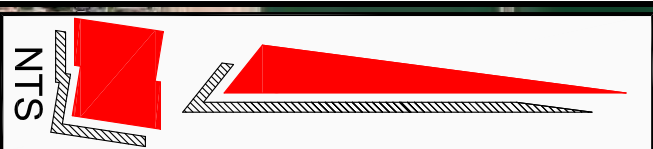


Heber Urban Area
Section South

LOCATION MAP



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Home Road

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La Brucherie Rd Bicycle Lane
County Bicycle Lanes

LOCATION MAP

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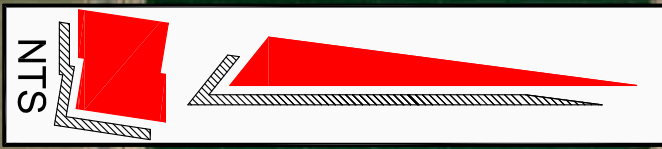
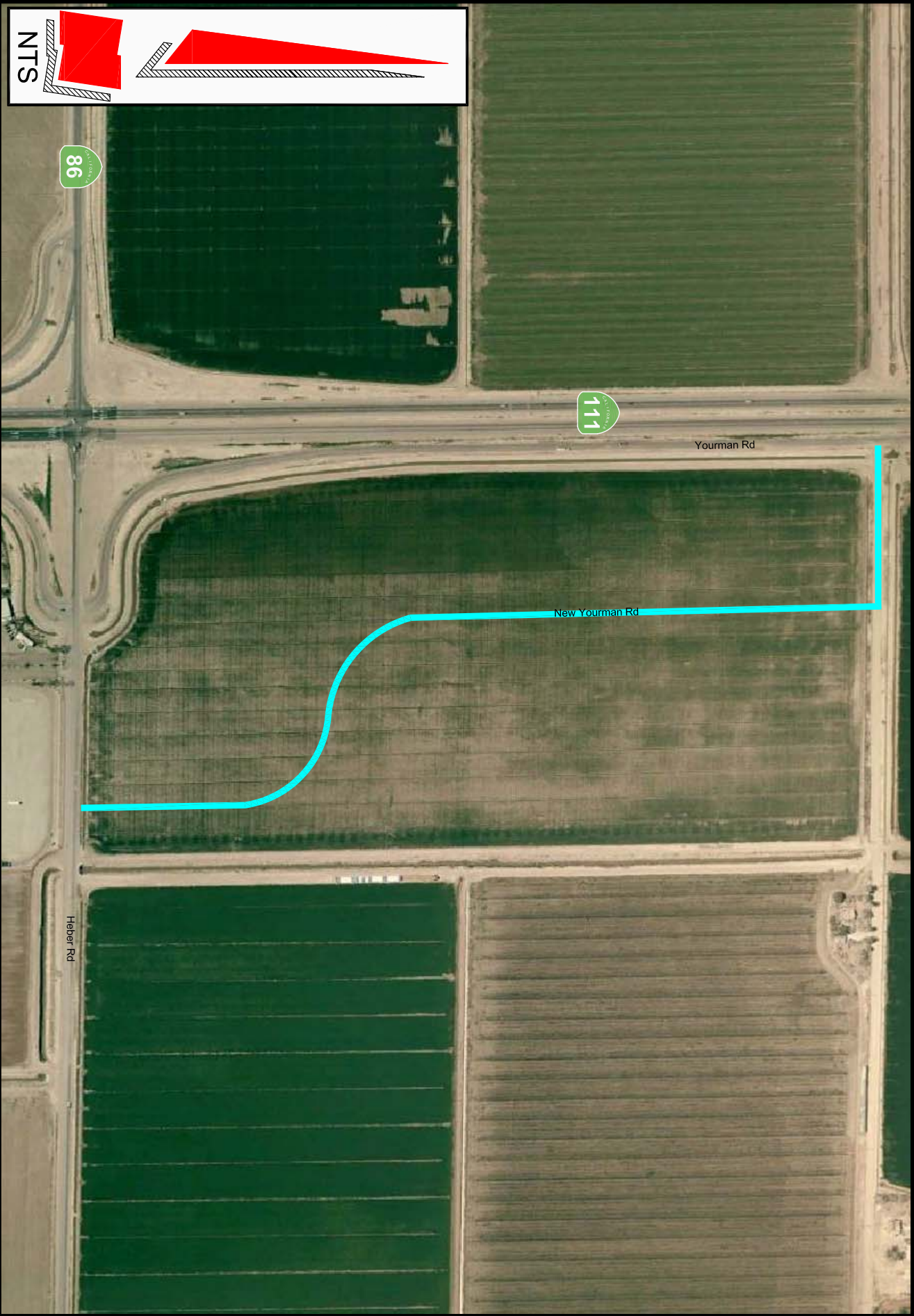
McCabe Cove Rd

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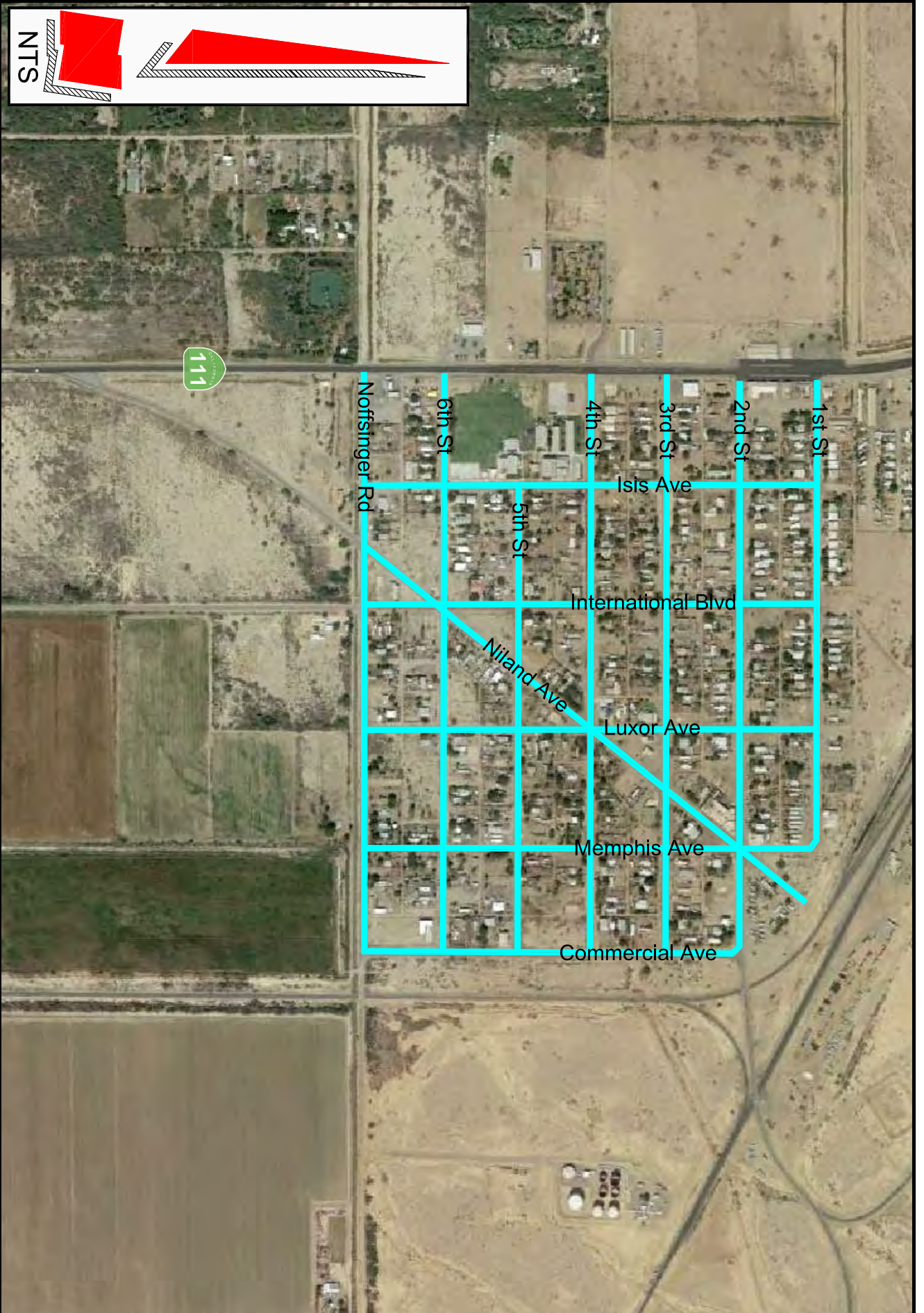
New Yourman Road, Near Heber Urban Area

LOCATION MAP

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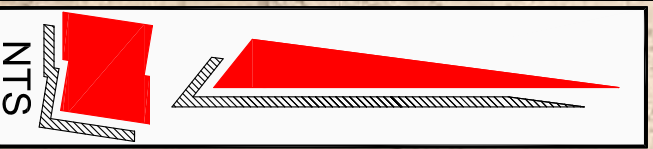
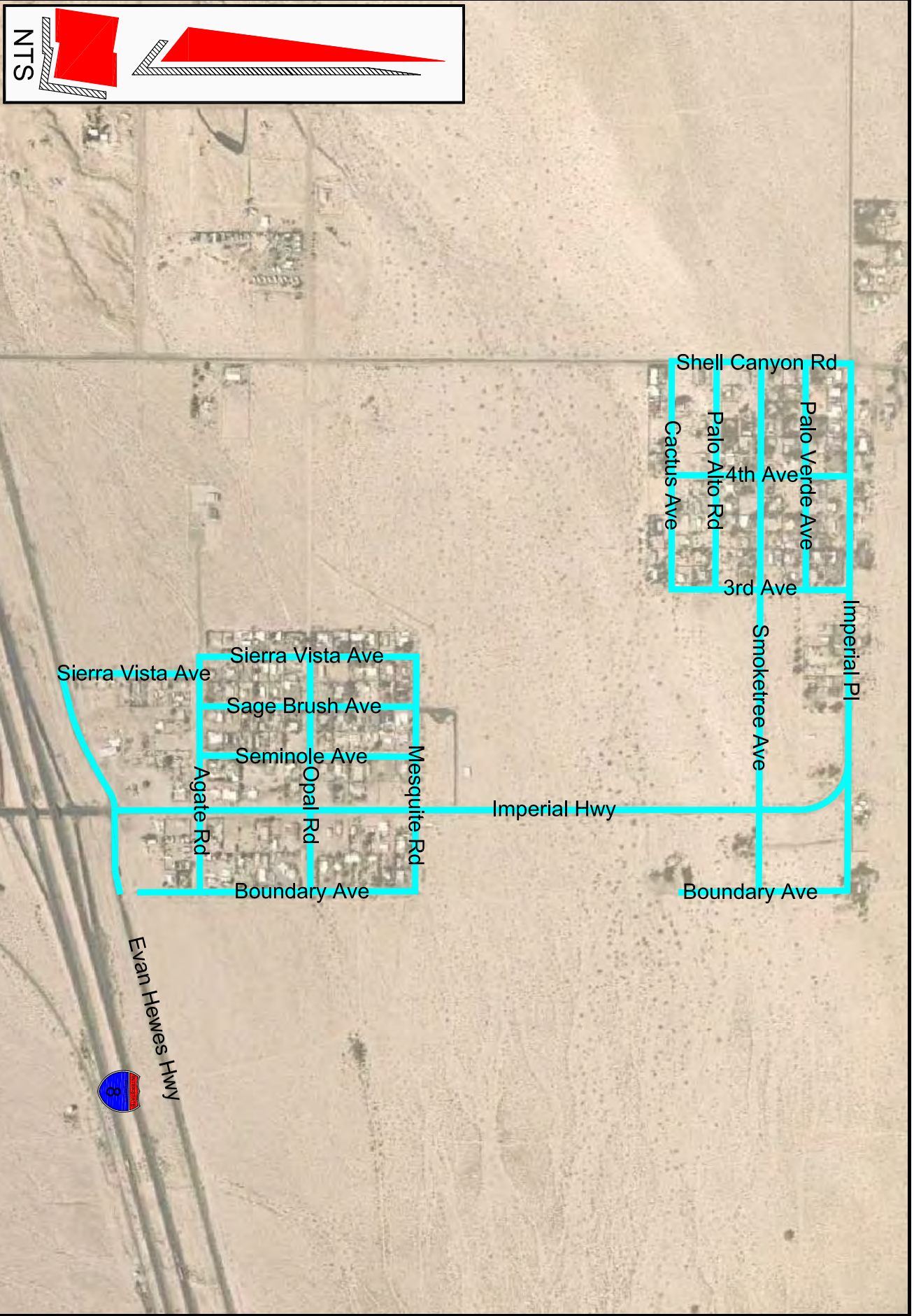
Niland Urban Area

LOCATION MAP

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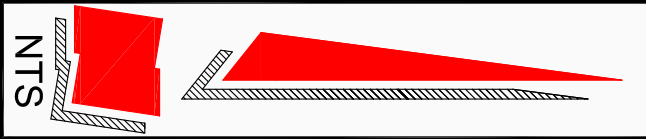


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Ocotillo Urban Area

LOCATION MAP

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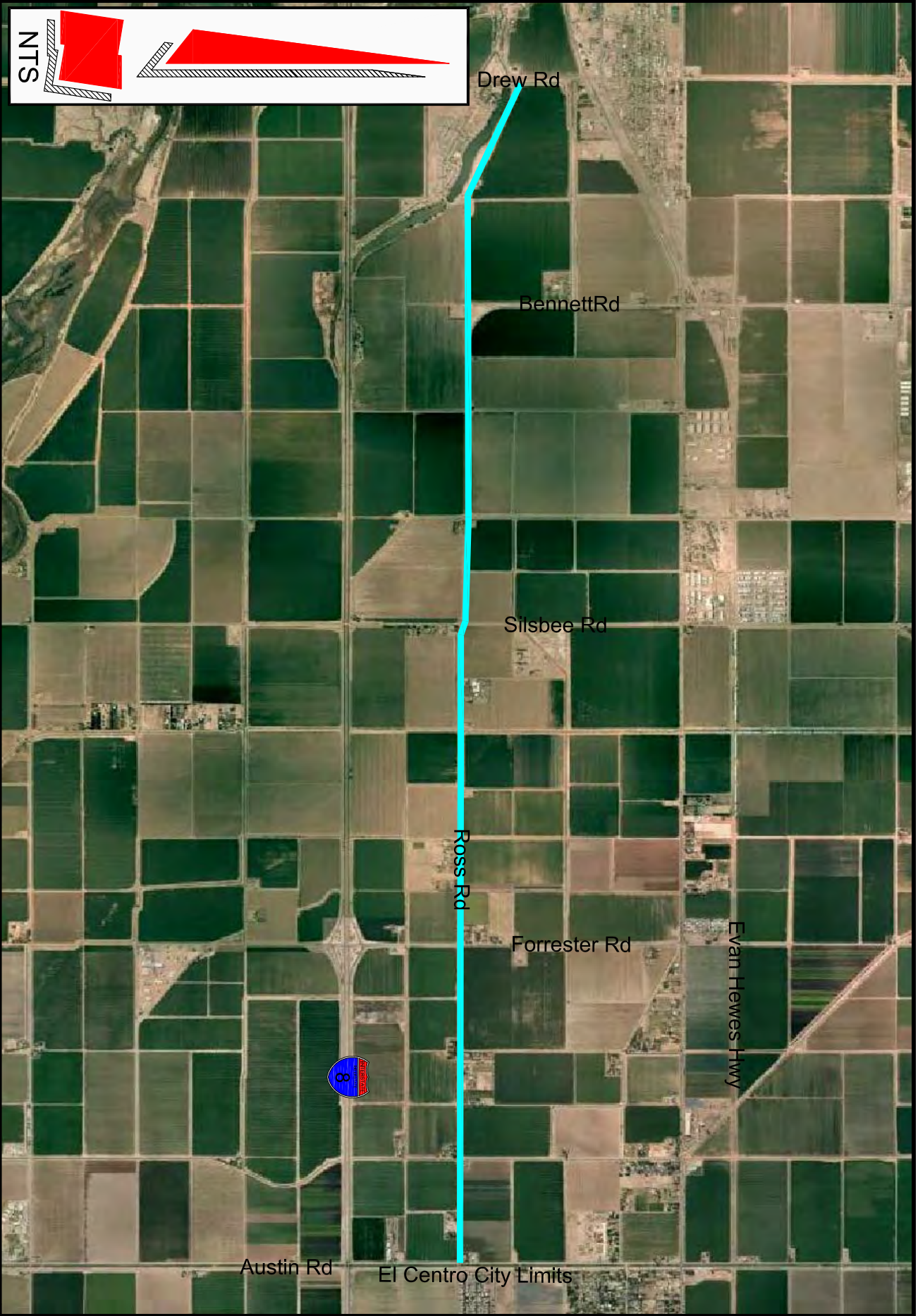
Poe Colonia

LOCATION MAP

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L-954 (9)

DATE:
01/25/19



**IMPERIAL COUNTY
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EL CENTRO, CALIFORNIA**

Ross Rd Bicycle Lane
County Bicycle Lanes

LOCATION MAP

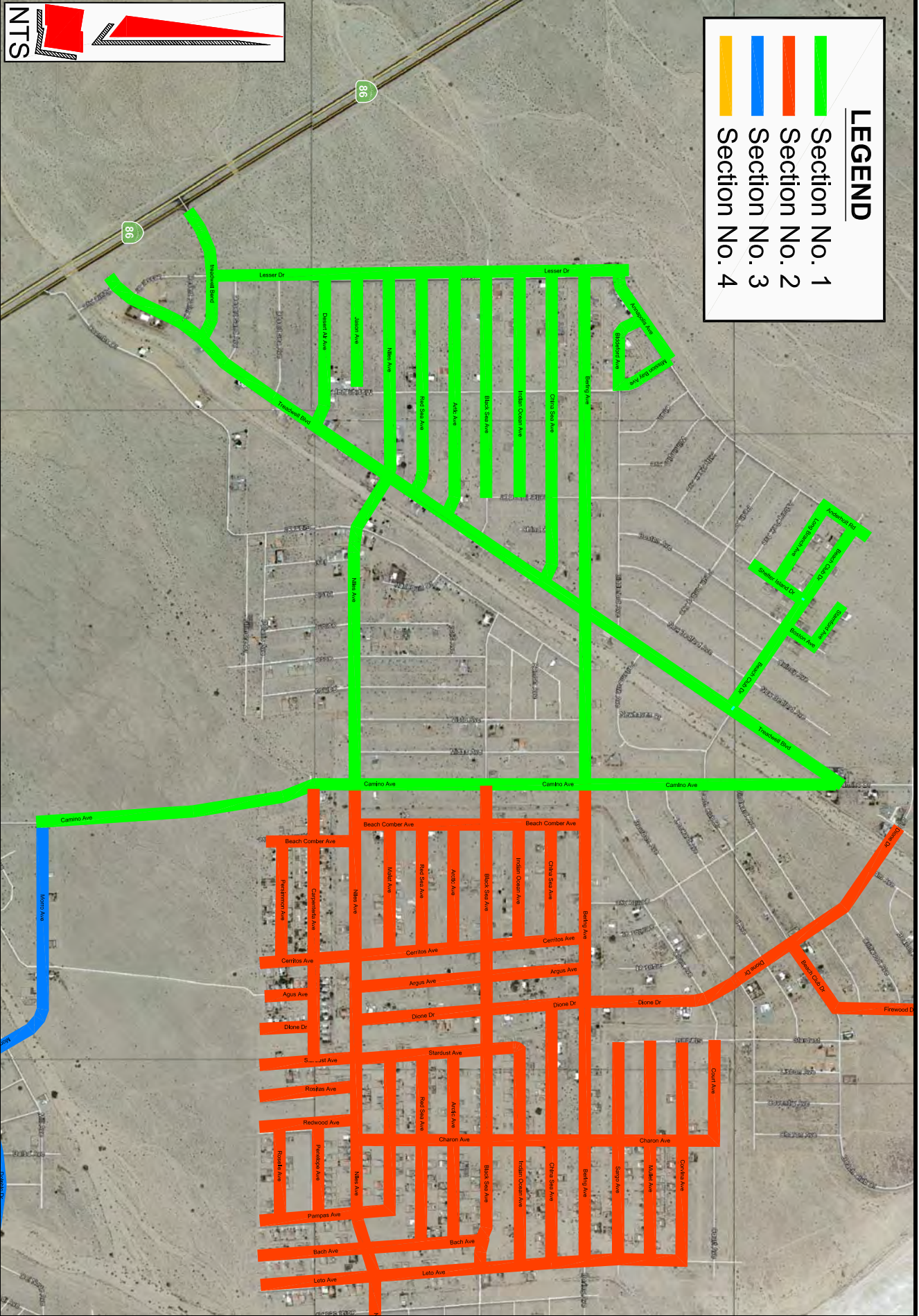
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LEGEND

- █ Section No. 1
- █ Section No. 2
- █ Section No. 3
- █ Section No. 4



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

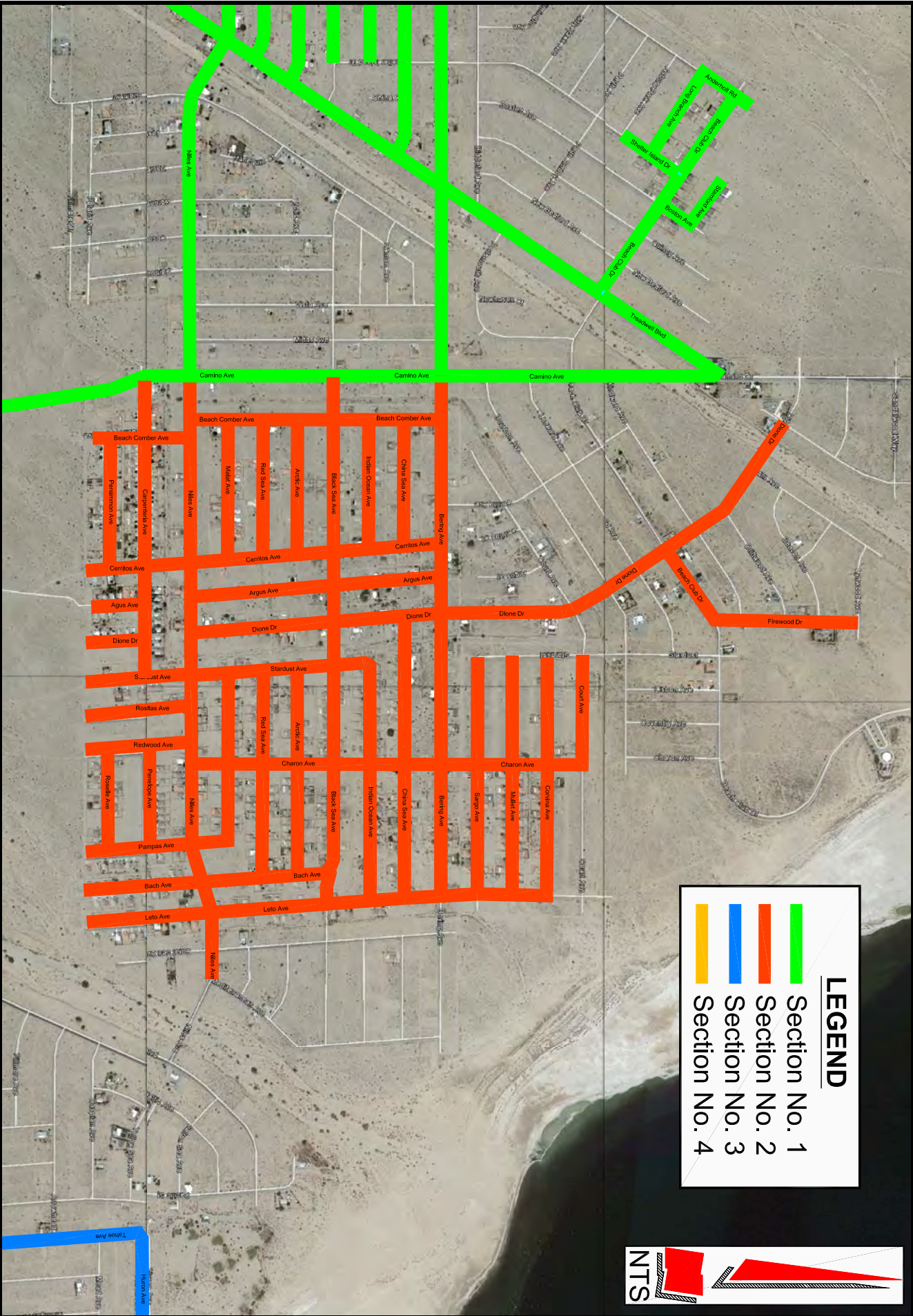
Salton City
Section No. 1

LOCATION MAP

DRAWN: **OBM**
DRAWING No.: **L-1030 A**
DATE: **01/31/19**



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**



LEGEND

- █ Section No. 1
- █ Section No. 2
- █ Section No. 3
- █ Section No. 4



Salton City
Section No. 2

LOCATION MAP

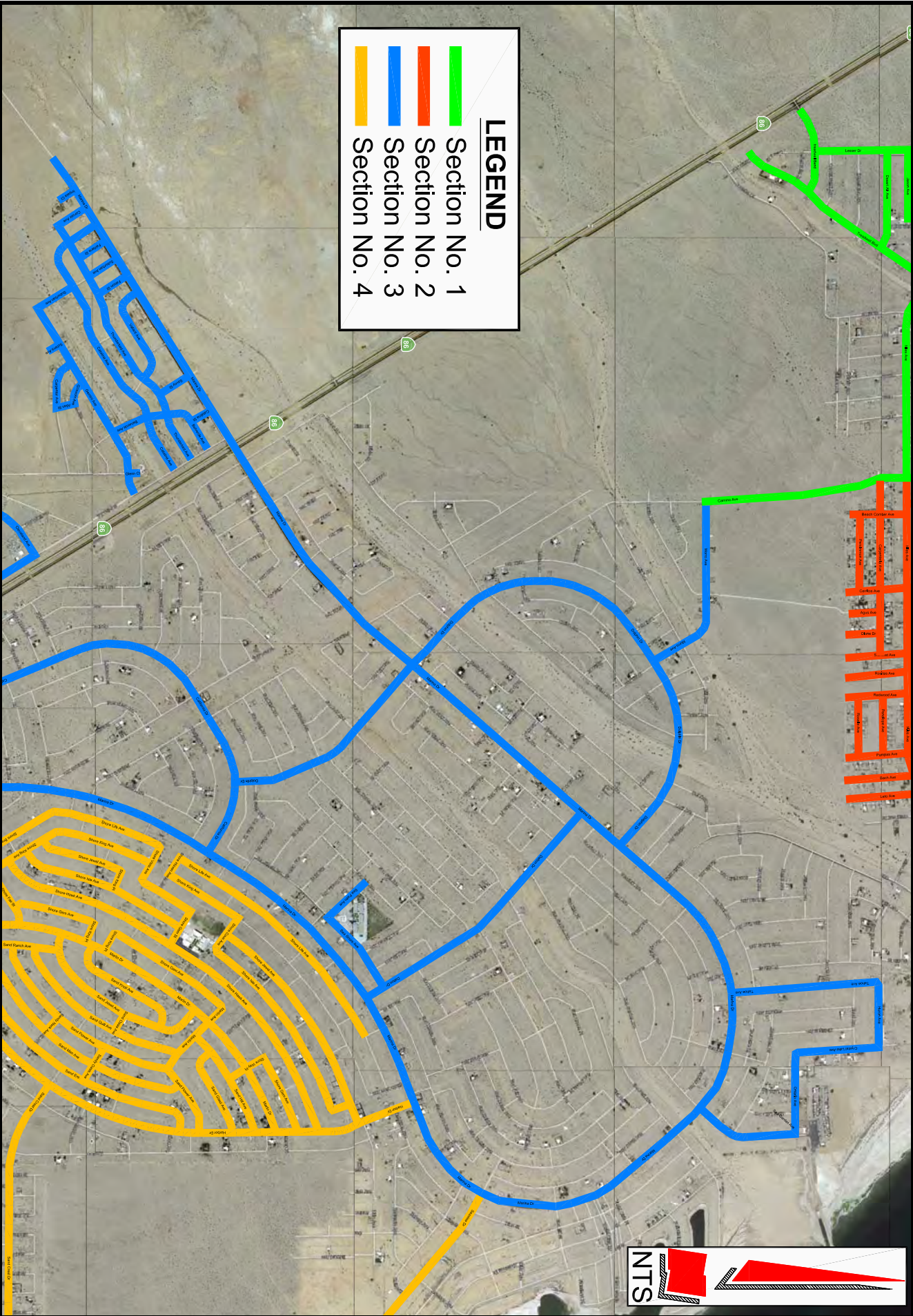
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 DRAWING No.: **L-1030 B**
 DATE: **01/31/19**



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

LEGEND

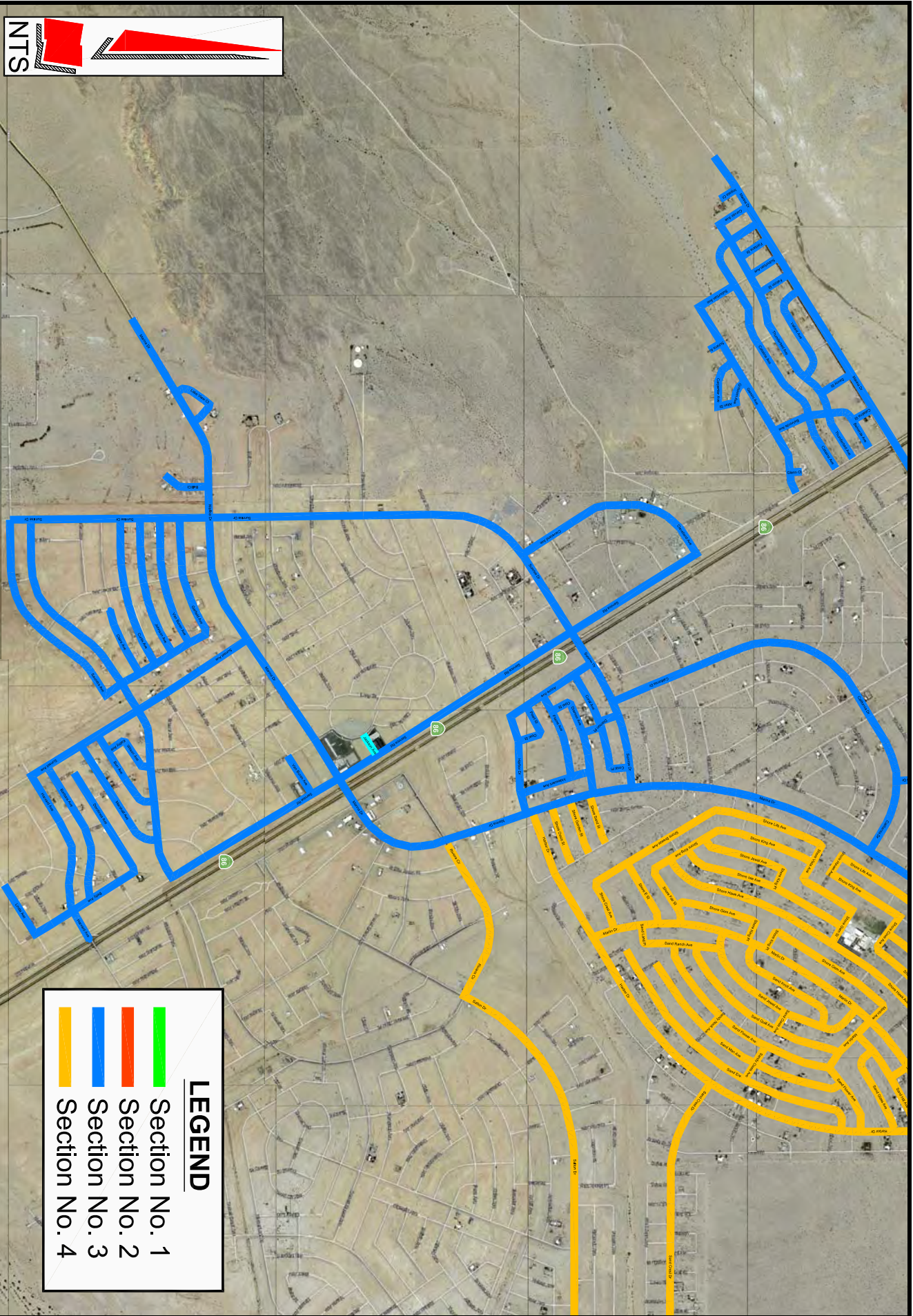
- Section No. 1 (Green line)
- Section No. 2 (Red line)
- Section No. 3 (Blue line)
- Section No. 4 (Yellow line)







Salton City
Section No. 3

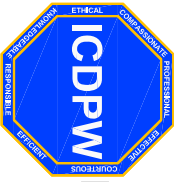
LOCATION MAP

DRAWN: **OBM**
DRAWING No.: **L-1030 C**
DATE: **01/31/19**



LEGEND

	Section No. 1
	Section No. 2
	Section No. 3
	Section No. 4



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

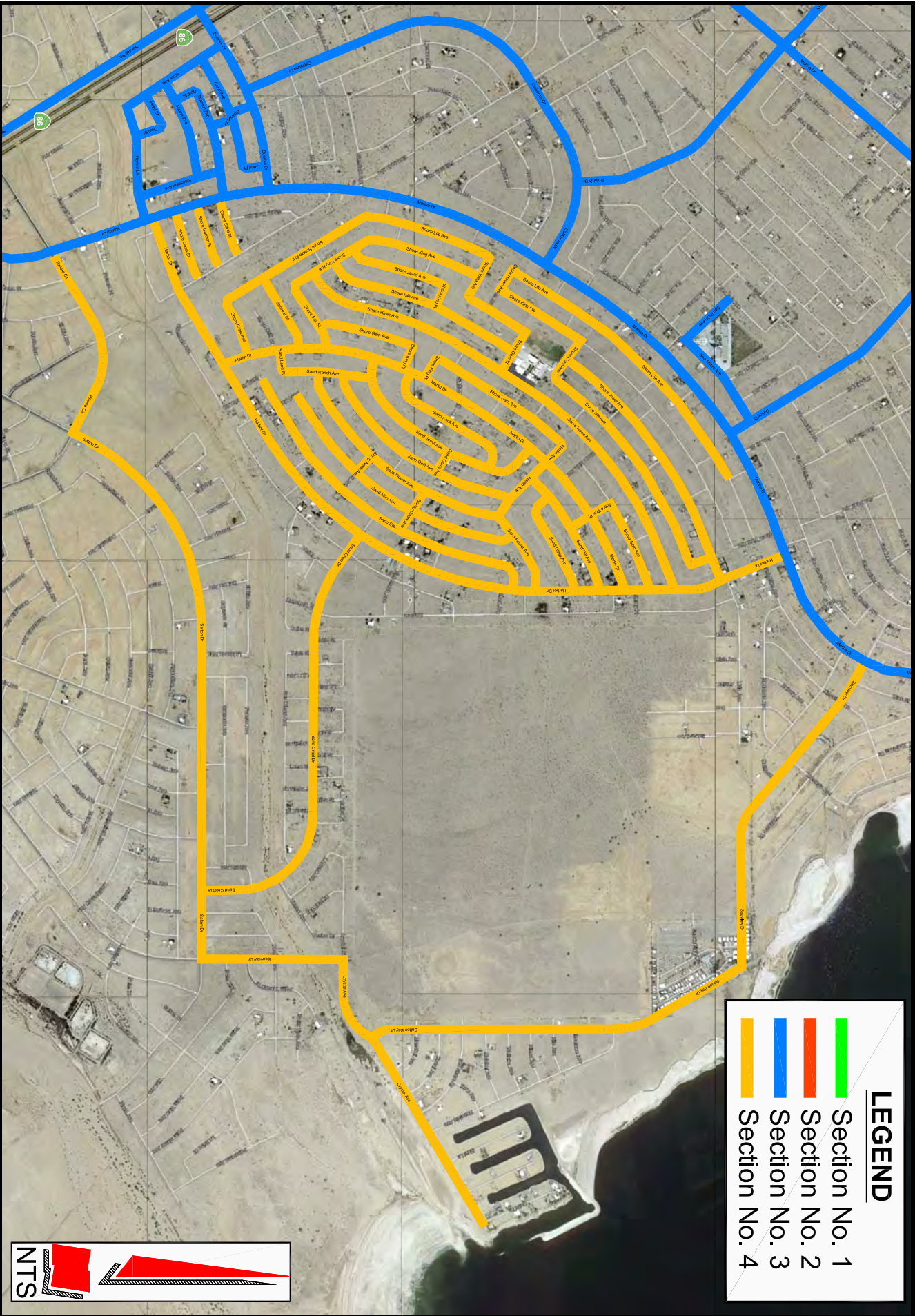
Salton City
Section No. 3

LOCATION MAP

DRAWN:	OBM
DRAWING No.:	L-1030 D
DATE:	01/31/19



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**



LEGEND

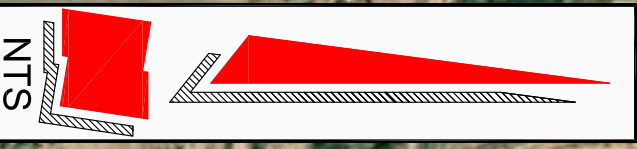
- Section No. 1
- Section No. 2
- Section No. 3
- Section No. 4

Salton City
Section No. 4

LOCATION MAP



DRAWN: OBM
DRAWING No.: L-1030 E
DATE: 01/31/19



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

Seeley Urban Area

LOCATION MAP

DRAWN:	O.Bravo
DRAWING No.:	L-954 (10)
DATE:	01/25/19



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

Winterhaven Urban Area

LOCATION MAP

DRAWN:
O. Bravo

DRAWING No.:
L-954 (14)

DATE:
01/25/19

**Attachment C- Sample Agreement
And Insurance Requirements**

SAMPLE

AGREEMENT FOR SERVICES

«Consultant_Business_Name»

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the _____ day of _____, 2015, by and between the County of Imperial, a political subdivision of the State of California, by and through its Department of Public Works (“COUNTY”) and «Consultant_Business_Name», «Consultant_Business_Type» (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide «Contract_Services» for «Project_Name»; «Project_Number» (“Project”); and

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

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

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

1. DEFINITIONS.

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

1.2. “Proposal” shall mean CONSULTANT’s document entitled, “«Name_of_Proposal»,” dated «Date_of_Proposal» and submitted to COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein by reference.

2. CONTRACT COORDINATION.

2.1. The Director of Public Works or his/her designee shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Works or his/her designee is 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:

COUNTY	CONSULTANT
Director of Public Works	«Consultant_Business_Name»
155 South 11th Street	«Consultant_Street_Address»
El Centro, CA 92243	«Consultant_City_State»
County of Imperial	
Clerk of the Board of Supervisors	
940 W. Main Street, Suite 209	
El Centro, CA 92243	

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20 **24.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
21 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
22 overnight carrier.

23 **24.3.** The addressees and addresses for purposes of this paragraph may be changed to any
24 other addressee and address by giving written notice of such change. Unless and until written notice of
25 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee
26 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

27 **25. ENTIRE AGREEMENT.**

28 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 , 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»,
25 «CC_Attorney_Title»
26
27
28

INSURANCE REQUIREMENTS

Insurance Requirements are set forth by the Imperial County Department of Risk Management. Minimum requirements may vary per project and are subject to additional review after Consultant is selected. The insurance requirements for this project are as follows:

MINIMUM INSURANCE AMOUNTS

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

<u>Insurance</u>	<u>Minimum Limit *</u>
Errors & Omissions/ Professional Liability	\$1 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Comprehensive General Liability (Including Contractual Liability):	\$2 million per occurrence \$5 million aggregate
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)	\$1 million
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.

Insurance Certificates should name both:

**-Imperial County Department of Public Works
-County of Imperial**

*Minimums subject to additional review after bid open.

Attachment D- Sample Proposal Evaluation Form



SAMPLE PROPOSAL EVALUATION FORM

COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS
 REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES
 AND ILLEGAL TRASH DISPOSAL IN IMPERIAL COUNTY
 COUNTY PROJECT NUMBER 5856ADM RE-RELEASE

Prepared March 16, 2022 by N.Robles

DATE: _____

EVALUATOR: _____

RESPONDENT: _____

PROJECT: _____

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

- | | | | | | |
|---|--------|--|-------|---|-------|
| • Responsiveness & understanding of work to be done, i.e. scope of work | (0.20) | | _____ | = | _____ |
| • Specific experience with similar street sweeping services | (0.15) | | _____ | = | _____ |
| • Adequacy of equipment and facilities | (0.10) | | _____ | = | _____ |

B. Project Management

- | | | | | | |
|---|--------|--|-------|---|-------|
| • Capacity to perform the scope of work and the ability to adhere to street sweeping schedule | (0.20) | | _____ | = | _____ |
|---|--------|--|-------|---|-------|

C. References	(0.10)		_____	=	_____
---------------	--------	--	-------	---	-------

D. Familiarity and/or specific experience with Imperial County Air Pollution Control District and California Air Resources Board regulations	(0.15)		_____	=	_____
--	--------	--	-------	---	-------

E. Overall quality of proposal, including qualifications and thoroughness	(0.10)		_____	=	_____
---	--------	--	-------	---	-------

Subtotal Score _____

Total Score _____

Comments:

Attachment E – Documents to be Submitted with Proposal

- Equipment and Facilities Information
- Cost and Fees Proposal (Must be provided within a separate sealed envelope within the submittal of the proposal).

**COUNTY OF IMPERIAL
RFP FOR STREET SWEEPING SERVICES
AND ILLEGAL TRASH DISPOSAL SERVICES IN IMPERIAL COUTNY
EQUIPMENT AND FACILITIES INFORMATION***

A. Equipment and Facilities

1. Provide the address of your yard facility:

2. Complete the following list of sweeping equipment you now own or lease. Indicate owned as (O) and leased as (L).

Equipment (Year, Make, and Model)	Type	License Number	Vehicle Identification Number	(O or L)

* Vendor will supply primary and back up equipment throughout the duration of the street sweeping contract.

**COUNTY OF IMPERIAL
RFP FOR STREET SWEEPING SERVICES
AND ILLEGAL TRASH DISPOSAL IN IMPERIAL COUNTY
COST AND FEES PROPOSAL***

STREET SWEEPING COST PROPOSAL

LOCATION	UNIT COST PER CURB MILE	ESTIMATED QUANTITY (In Curb Miles)	FREQUENCY	TOTAL
Aten Road Bicycle Lane		2.03	Bi-Monthly	
Barbara Worth Urban Area		2.1	Bi-Monthly	
Baseline Road/San Pasqual		1	Bi-Monthly	
Cole Road from Kloke Road to Maddox Road (Center Island and Turn Lanes Only)		0.5	Bi-Monthly	
Cole Road from Maddox Road to Pruett Road		0.12	Bi-Monthly	
Desert Shores Townsite		20.18	Bi-Monthly	
Dogwood Road including Bicycle Lane		1.25	Bi-Monthly	
Drew Road Bicycle Lane		2.3	Bi-Monthly	
Gateway County Service Area		6.77	Bi-Monthly	
Heber Townsite		34.81	Bi-Monthly	
Horne Road		1	Bi-Monthly	
La Brucherie Road Bicycle Lane		1.98	Bi-Monthly	
McCabe Cove Road		0.48	Bi-Monthly	
New Yourman Road		1.08	Bi-Monthly	
Niland Townsite		13.5	Bi-Monthly	
Ocotillo		11.08	Bi-Monthly	
Poe Colonia		1.1	Bi-Monthly	
Ross Road Bicycle Lane		11.16	Bi-Monthly	
Salton City		19.87	Bi-Monthly	
Seeley		15.44	Bi-Monthly	
Winterhaven		5.64	Bi-Monthly	

Estimated Total Curb Miles: 153.39 Bi-Monthly

Cost per curb mile for additional work: \$ _____

ILLEGAL TRASH DISPOSAL COST PROPOSAL

COST PER HOUR FOR ILLEGAL TRASH DISPOSAL: \$ _____

DISPOSAL COST PER TON: \$ _____

**TOTAL PROPOSAL AMOUNT PER YEAR: \$ _____
(Effective January 2022)**

TOTAL NOT TO EXCEED AMOUNT OF 5-YEAR CONTRACT: \$ _____