



**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS**

155 S. 11th Street,
El Centro, CA 92243
Phone: (442) 265-1818
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**REQUEST FOR PROPOSALS (RFP)
ARCHITECTURAL/MEP
ENGINEERING DESIGN SERVICES**

**ARCHITECTURAL/MEP ENGINEERING DESIGN SERVICES
COUNTY OF IMPERIAL REGIONAL ADULT DETENTION FACILITY
UNDERGROUND STORAGE TANK (UST) REPLACEMENT
PROJECT
LOCATED AT 328 APPLESTILL ROAD, EL CENTRO, CA 92243
COUNTY PROJECT NO: SR51554RADF**

Requested By:

John A. Gay, PE
Director of Public Works

Prepared By:

Kimberly Cortes
Administrative Analyst I

Reviewed By:

Eddie Cedeno
Deputy Director of PW - Facilities Serv. & Capital Facilities

Deadline for Submissions: Monday, March 13, 2023 by 4:00.

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.

NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that the County of Imperial Department of Public Works, will receive up to, but not later than **Monday, March 13, 2023 by 4:00 P.M.**, sealed proposals for the award of the following contract:

County of Imperial Department of Public Works

REQUEST FOR PROPOSAL

ARCHITECTURAL/MEP ENGINEERING DESIGN SERVICES

**COUNTY OF IMPERIAL REGIONAL ADULT DETENTION FACILITY
UNDERGROUND STORAGE TANK REPLACEMENT PROJECT
LOCATED AT 328 APPLESTILL ROAD, EL CENTRO, CA 92243**

COUNTY PROJECT NO: SR51554RADF

Such proposals shall be received at the location specified below:

Attention: Kimberly Cortes, Administrative Analyst I
Imperial County Department of Public Works
155 S. 11th Street
El Centro, CA 92243

Each proposal must conform and be responsive to this Notice and all other documents comprising the pertinent Request for Proposal Documents. Copies of the Request for Proposal Documents are now available at:

<https://publicworks.imperialcounty.org/projects-out-to-bid/>

The County reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the process. No proposal may be withdrawn for a period of ninety (90) days after the due date.

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.

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

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

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

SOURCES OF INFORMATION

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

FREQUENTLY ASKED QUESTIONS ON PUBLIC WORKS

Are awarding bodies required to use registered contractors or submit a PWC-100 for any of the following?

- *Professional service contracts*
- *Mechanics who service vehicles at the local dealership or auto shop*
- *Engineering firms or construction managers hired to manage public works projects*
- *Design consultants, architects, and engineers performing professional design services*
- *Material or product suppliers*
- *BIM (Building Information Modeling) or CAD (Computer-Aided Design) consultants*
- *Consultants providing Division of State Architect inspection services;*
- *Trucking companies and truck drivers*
- *Furniture dealers who deliver and install furniture*
- *Community Conservation Corps certified by the California Conservation Corps*

Awarding bodies are required to use registered contractors and register the project for any work subject to prevailing wage requirements. California's public works prevailing wage requirements extend broadly to workers employed "in the execution of the public works contract" (Labor Code, section 1774). Coverage is not necessarily limited to work performed at the construction site by those in traditional construction trades. Awarding bodies and other interested parties can ask DIR's Director to make a formal determination on whether a particular work or project is subject to public works requirements. [Public Works Coverage Determinations https://www.dir.ca.gov/oprl/pwdecision.asp](https://www.dir.ca.gov/oprl/pwdecision.asp) issued by the Director since 2002 are available online.

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I. PURPOSE AND BACKGROUND

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

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

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

The County of Imperial Disadvantaged Business Enterprise (DBE) Program affirms the utilization and participation of qualified disadvantaged business firms in its contracting and procurement activities. The County encourages general and prime consultants to afford competitive subcontracting opportunities to disadvantaged firms, where possible, in their contracting and procurement activities with the County of Imperial. The DBE program is intended to ensure a level playing field and foster equal opportunity in federal-aid contracts.

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

II. RFP SCHEDULE

This RFP is being distributed over the internet and is posted at the County of Imperial Department of Public Works website at the following address: <http://www.co.imperial.ca.us/publicwork/default.htm> 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 XIII. 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 to check 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 addendums to the RFP on the above mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

Table 1 – RFP Calendar of Events

EVENT	DATE
Issue Request for Proposal	Monday, February 27, 2023
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	Monday, March 6, 2023 by 5:00pm
Proposal Due	Monday, March 13, 2023 by 4:00pm
Consultant Selection	March 2023 (tentative)
Agreement for Services	April 2023 (tentative)

At this time a site walk-through is not anticipated for the RFP process.

III. REQUEST FOR PROPOSALS

Submission of a proposal indicates acceptance by the Applicant of all of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between the County of Imperial (County) and the Applicant.

Proposals are subject to a formal contract being negotiated, prepared and executed between the successful incumbent and the County. County reserves the right to negotiate the terms and conditions of the contract.

IV. PROJECT DESCRIPTION

Remove and replace the existing Underground Storage Tank (UST) with an upgraded underground storage tank to comply with Health and Safety Code Chapter 6.7 (commencing with Section 25280), Section 41954 and implementing regulations.

V. SCOPE OF WORK

The purpose of this RFP is to solicit statements of qualifications and proposals from qualified Architectural/MEP Engineering Firms (Firm) interested in providing the County with Design Services for the aforementioned mentioned project.

The firm shall provide customary services normally provided under the umbrella of an Architectural/MEP Engineer.

- Basic Services
 - a. As-builts
 - b. Analysis of existing system(s)
 - c. Recommendations
- Cost Estimating (30%, 60% & 100%)
- Initial Planning Phase
- Design Development Phase
- Final Working Drawings and Specifications
- Construction Contract Documents
- Bid Phase
- Construction Phase
- Record Drawings
- Warranty Period

The Firm shall calculate and submit their Total Fee Compensation for all Architectural/MEP Engineering services.

Shall provide a list of potential required and/ or optional costs that might need to be involved to complete the project.

Shall submit their Hourly Compensation Rates for all Architectural/MEP Engineering Services and Sub-consultant Services as presented in Appendix G - Professional Service Agreement. Firm to submit separate Hourly Compensation Rate sheets.

The Firm represents that it has carefully reviewed the terms and conditions of the Appendix G - Professional Service Agreement and that the terms and conditions there of are satisfactory to the Firm and represents in the opinion of the Firm a fair and reasonable allocation and sharing of risks and responsibilities as between the County and the Firm.

1. DESIGN AND CONSTRUCTION SCHEDULE

A. Design Schedule

The duration for design is a 3-month period as follows:

- Beginning of July 2022 thru end of October 2022
- Final Working Drawings and Specifications.
- County and Agency Reviews
- Building Permit Review and Issuance
- Cost Estimates

B. Construction Schedule (tentative)

- Bidding and Award complete late November to early December 2022
- Notice to Proceed January 2023
- Construction early February 2023 thru late May 2023
- Closeout early June 2023 thru end August 2023

The permit process is a critical component of each task assigned and the familiarity with the various jurisdictions' (located in the County of Imperial) requirements under Building and Safety in order to accomplish the securing of the necessary permits is a prime factor in the successful completion of each task assignment.

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

VI. SERVICE REQUIREMENTS

The scope of services requested under agreements awarded under this RFP include professional services of an Architectural/MEP Engineering nature as well as incidental services that members of those professions and those in their employ may logically or justifiably perform, such as hiring a trade to perform investigation or destructive testing under their direction.

Task 1: Knowledge of current and upcoming State, Federal and Local code compliance, Jurisdictional requirements and Public/Private utility requirements.

Task 2: Meeting participation and coordination, inclusive of design and construction phases.

- Attend pre-design, 30%, 60%, 90%, and pre-construction meetings; and as-needed construction troubleshooting (maximum of three (3) meetings per this contract). Additional meetings shall be addressed at an hourly rate as submitted in the Fee Schedule as required by this proposal and as part of the contract period.

- Coordinate meetings with County staff and/or multiple non-County jurisdictions.
- Prepare and distribute meeting minutes during the design phase.

Task 3: Prepare Plans, Specifications, Scope of Work, Estimates, Relevant Design Reports and Other Services.

- Obtain approval of all required permits, City, County, Public/Private Utility Companies, State and Federal. The permit process is a critical component of each task assigned and the familiarity with the various jurisdictions' (located in the County of Imperial) requirements under Building and Safety in order to accomplish the securing of the necessary permits is a prime factor in the successful completion of each task assignment.
- Design services for all individual projects as assigned, including construction and post construction design services. Assist the County in obtaining all required permits.
- Provide cost estimates for the assigned task.
- Construction Services - Review RFI (request for information), submittals, change orders and shop drawings.
- Provide addenda(s) as necessary.
- Maintain good record keeping.
- Provide a schedule of each task that includes overall design schedule and construction.
- Schedule owner meetings as necessary during design.
- Provide Architectural/MEP Engineering service recommendations to County staff members.
- Maintain communication as required with County staff and other consultants.
- Other duties as required by County staff

Task 4: Additional services as required may include the following:

- Architectural/MEP Engineering design services: Provide Architectural/MEP Engineering, structural, civil, mechanical, electrical, plumbing and related services which may be required in connection with planning, design and execution of system renovation projects. Special services may be requested as warranted by specific projects, including but not limited to, planning; vibration control; physical and electronic security design and controls.
- Project Reviews: Participate in peer and constructability reviews of projects
- Support Services/Feasibility: To construct or de-construct (investigative and destructive testing) as necessary for exploratory analysis to refine design criteria and scope of work. Hire necessary trades at prevailing wages to the extent applicable. Work may also include, but is not limited to: water testing, load tests, seismic engineering, equipment testing, etc.

All such work above shall be in accordance with all applicable local, state and federal standards and guidelines.

For any third party review and plan checking of County prepared and/or consultant prepared projects, the Consultant shall certify in writing that the design is in substantial compliance with applicable local, state and federal requirements. For such plan reviews, ultimate responsibility for errors and/or omissions of plans and specifications shall be the primary consultant's responsibility. Review of the certification of system by third party as required for this type of system.

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

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

VII. ASSIGNMENT OF WORK

All work shall be performed under the direction of an appropriate licensed professional architect registered with the State of California. No subcontractors shall be utilized without prior authorization by County.

For this project the appropriate lump sum fixed fee rate shall be included and the proposal shall include the proposed methodology/protocols to be used, a breakdown of the hours to be spent per task by staff classification, milestones used to mark the consultant's accomplishments and points of payment authorization and the amount of time needed to perform the work from the time the notice to proceed is received by the consultant.

Milestones and tasks defined for this contract are used to mark the consultant's accomplishments and as a guide for payment authorization. Any delays in the submitted schedule of work must be pre-authorized by authorized Public Works staff.

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

VIII. RESPONSIBILITY OF COUNTY

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

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

County will retain 5% of each invoice until completion of project. Completion of project is when a Notice of Completion is recorded by the County Clerk/Recorder for the construction acceptance by the County.

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

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

The County will provide to the consultant for their use access to any existing reference materials or survey data currently available within County files that are necessary to accomplish the project. The County will provide a boilerplate for contract bid documents, which the consultant shall be required to follow.

IX. PROPOSAL CONTENT AND FORMAT

Responses should be typed, organized and concise yet comprehensive.

1. General Requirements

A. Cover Letter

The Proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter accompanying the proposal shall also provide the name, title, address, and telephone number of individual(s) with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

2. Table of Contents

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

3. Summary of Qualifications and Experience

A. Introduction

Introduction of the proposal, including a statement of understanding for the type of projects: discussion on understanding of the scope of work and how this would be accomplished; the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by the County prior to signing the agreement with County).

B. Scope of Work

Describe your basic approach and methodology that would be used to provide Architectural/MEP Engineering design services with any related Architectural/MEP Engineering, civil and structural engineering, land survey, soil testing, landscaping, electrical engineering, environmental testing, network engineering and mechanical and plumbing sub-consultant services. Identify any supplemental tasks that you may see as necessary or alternatives, which may enhance a project, reduce the cost, or speed delivery and approvals. Identify supplemental studies and reports, data collection requirements, and other documents that may be required to complete a task(s) based on experience. Identify specific data and methodologies recommended, and any special or innovative considerations that should be part of a project, as each project requirements are determined based on experience.

C. Qualifications:

Description of the firm's and sub-consultants' qualifications and experience, mentioning specific, similar, or related work pertinent to various types of projects of the nature that would be expected when working on a public agency's building infrastructure and such related items, and list of references.

- i. State whether the firm is local, regional, national or international.
- ii. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.).
- iii. Give the location of the office from which work is anticipated to be done and the number of employees of the company. Include an organizational chart.
- iv. Summarize specific experience and qualifications for similar and related projects, both federally and locally funded. List at least 3 references with contact information.

. Provide a list and description of projects currently under design/construction dealing with improvements, upgrades to existing buildings/facilities and new buildings/facilities in the government sector.

i. Provide a statement of the firm's philosophy with respect to cost and budget control during the design phase of the project, demonstrating experience and ability to design to a given budget.

ii. Provide a list and description of similar projects completed (constructed) within the last three (3) years indicating:

a. The dates the design contract was awarded, construction documents completed, bid opening, construction start date, and construction completed.

b. Construction budget at the schematic design phase and prior to bid opening.

c. Bid amount spread for each project, if re-bid was necessary, and awarded amount.

d. Change order history for each project identifying the reason for the change order (i.e. owner request, errors, omissions, site conditions).

e. Name, address and telephone number of:

I. Owner representative who was directly involved during the construction phase.

II. Superintendent and contracting firm that performed the work.

III. List the amount of pending and/or resolved claims, if any, associated with the above projects.

Identification of staff who would be assigned to the work these tasks: the proposed responsibilities and brief résumés; which highlight special qualifications relevant to what could be included in the various required tasks for a range of facilities.

A description of the staff's present activities and his/her availability to accomplish these required services.

Identify all staff that will be directly/indirectly or periodically involved in any task, citing their responsibilities. This section should identify key personnel assigned to the County's projects.

Identification of any sub-consultants, résumés of the key/participating staff proposed for these various project tasks, and how the tasks could be carried out. If any sub-consultants are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each sub-consultant. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

D. Labor Hours

Provide a preliminary sample scope of services and estimate of labor hours separated by key personnel in your firm. The labor hours shall be based upon standard task of work for similar type of activities based on experience with working for a public agency on facility infrastructure repairs and upgrades. No cost estimate is required with the submission of the proposal.

E. Schedule

Provide a sample preliminary schedule and timeline showing activity and duration for various task; show approximate timing for reaching milestones.

F. Conflict of Interest

The consultant shall disclose any financial, business, or other relationships with the County that may have an impact on the outcome of this contract or any resulting construction project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

G. Cost/Fees and Invoicing

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

Costs should be organized for full time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to; office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. Also detail what hourly rates for overtime will be used.

Submit itemized hourly fee schedule for additional services beyond the scope of work.

Invoicing will be submitted to the County on a per task completed basis. Milestone payments will be observed and it will be the responsibility of the selected consultant to propose the completed task milestone payment schedule. The schedule submitted will be a recommendation to the County. The County will then evaluate and discuss with the consultant if any modifications are required.

H. Economy of Preparation

The proposal should be prepared simply and economically, providing straightforward, concise delineation of the architect's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays and promotional material are unnecessary. However, technical literature about the architect's experience and qualifications may be included. Emphasis should be completeness and clarity.

I. Taxpayer's Identification Number

Each Architect, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

J. Insurance Requirements

Prior to execution of the agreement with the County, the successful firm must provide evidence of insurance coverages, for consultant and any sub-consultants, 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.

X. PROPOSAL EVALUATION

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

Proposals received will be reviewed/evaluated according to the criteria and weighting shown in Table 2 "Scoring Criteria" below. In addition to ICDPW Staff, the evaluation panel may include representatives from project stakeholders. A recommendation to award contract will be presented to the Imperial County Board of Supervisors for approval to enter into an agreement.

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.

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

Table 2 – Scoring Criteria

CRITERIA	WEIGHT FACTOR
Relevant Experience –Past 3 years of relevant experience of the prospective Service Provider team and its key personnel-consultants in the development of quality solutions for buildings, or similar program-intensive, public agency, institutional buildings; for non-project specific work, relevant experience in the evaluation of existing infrastructure, code compliance, design and/or planning solutions.	0.20
Project Management -Demonstrated ability of Service Provider to design building renovations within budget and on schedule and, for non-building work, demonstrate an ability to provide services on schedule and within budget to meet client program requirements and goals.	0.20
Current & Upcoming Workload Capacity -: Capacity to provide resources necessary to develop and manage work within the geographic region(s) for which you proposed	.15
References -Documentation that the Service Provider has delivered high quality consulting services and contract documents to its clients, and has in place an effective continuous quality improvement process.	.10
Understanding -Familiarity and/or specific experience with federal, state, and local government projects, including adherence to prevailing wage regulations.	.20
Problem Solving -Demonstrate creative problem solving and solutions in dealing with difficult planning, programming, site planning-selection, Architectural/MEP Engineering form generation, environmental evaluation-analysis.	.15
<i>*Previous experience and performance working with ICDPW</i>	
Total	1.0

(Rating points range from 0 to 5 with 0 being unsatisfactory and 5 being excellent. Rating point is then multiplied by the weight factor to obtain weighted rating)

*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.

XI. PROPOSAL SUBMITTAL

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive of the proposal must be received in person or by mail to Imperial County Department of Public Works no later than 4:00pm on Monday, March 13, 2023. Proposal must be clearly titled:

REQUEST FOR PROPOSAL: Architectural/MEP Engineering Services; County Project No. SR51554RADF

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

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

Request for Proposals will also be accepted electronically. Proposals shall be submitted no later than Monday, March 13, 2023 at 4:00 p.m. in Portable Document Format (PDF) via email to Kimberly Cortes, Administrative Analyst I, to kimberlycortes@co.imperial.ca.us with the subject line: **RFP: Underground Storage Tank (UST) Replacement Project; County Project No. SR51554RADF.**

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

Note: Late proposals will not be considered.

XII. CONSULTING AGREEMENT AND INSURANCE REQUIREMENTS

A sample agreement is attached for review as Exhibit D.

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

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

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

Any contract resulting from this RFP will be financed with funds available to the County through project specific sources.

XIII. CLOSING ITEMS

A pre-proposal conference has 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.

Prior to award of contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Any modifications to this solicitation will be issued by the County as a written addendum and posted to the Imperial County Department of Public Works website.

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

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

XIV. QUESTIONS AND CONTACT INFORMATION

Questions concerning this RFP will be responded to collectively, and made available for interested consultants via the ICDPW website <http://www.co.imperial.ca.us/publicwork/index.asp> under "Projects out to Bid as an addendum. *All inquiries must be submitted in writing no later than close of business (5:00pm) on March 6, 2023* to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact: Kimberly Cortes - Administrative Analyst I
kimberlycortes@co.imperial.ca.us (for proposal questions)
442-265-1818 (for administrative questions ONLY)

EXHIBIT A – VICINITY MAP

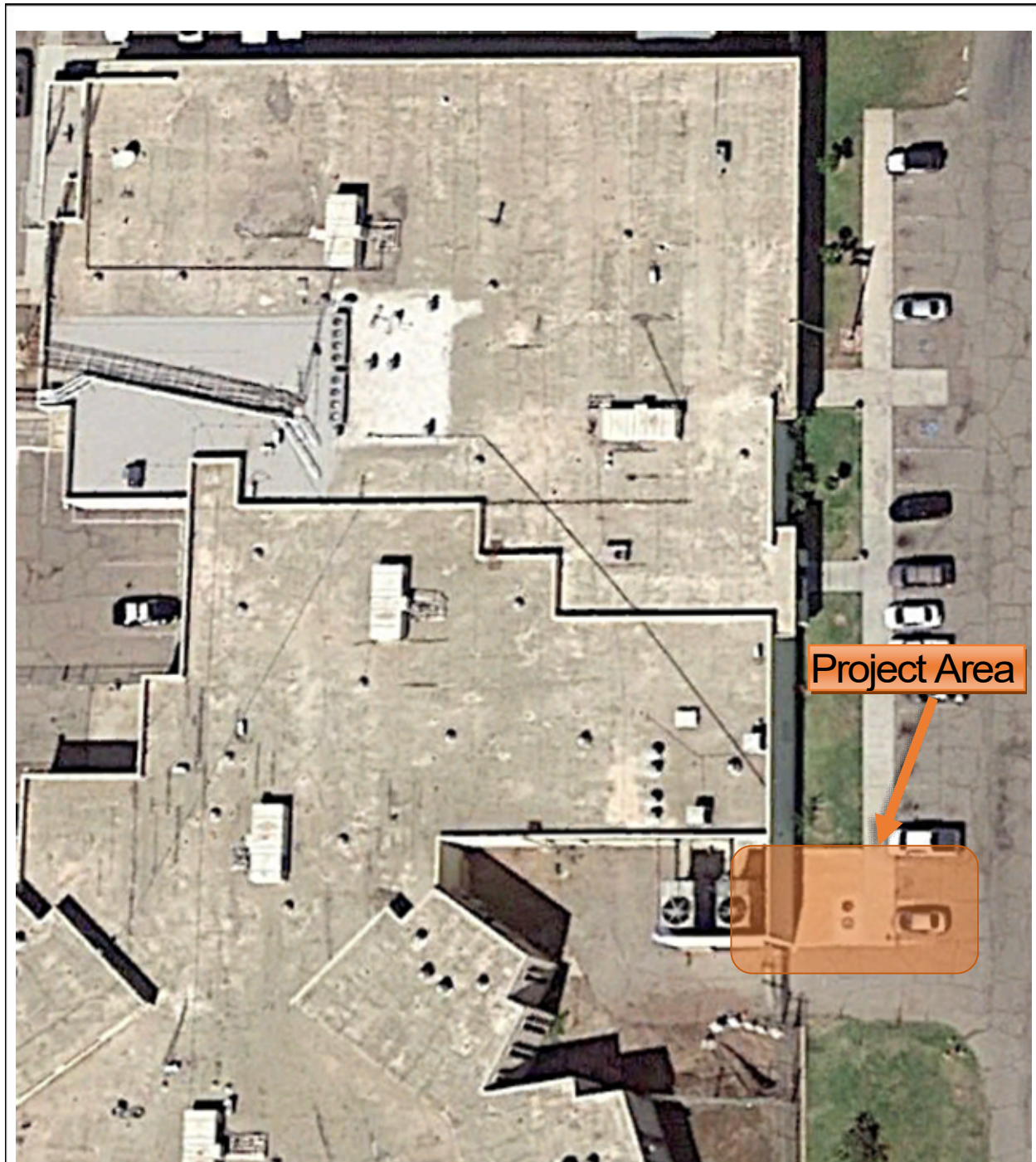


IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

RFP Architectural/MEP Engineering Design Services

County of Imperial Regional Adult Detention Facility
Underground Storage Tank Replacement (UST) Project
328 Applestill Road, El Centro, CA 92243
County Project No: SR51554RADF

EXHIBIT B – LOCATION MAP



IMPERIAL COUNTY
PUBLIC WORKS
DEPARTMENT
EL CENTRO, CA

RFP Architectural/MEP Engineering Design Services
County of Imperial Regional Adult Detention Facility
Underground Storage Tank Replacement (UST) Project
328 Applestill Road, El Centro, CA 92243
County Project No: SR51554RADF

EXHIBIT C – SAMPLE PROFESSIONAL SERVICE AGREEMENT

1 **AGREEMENT FOR SERVICES**

2 **«Consultant_Business_Name»**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the
4 _____ day of _____, 2021, by and between the County of Imperial, a political subdivision of the
5 State of California, by and through its Department of Public Works (“COUNTY”) and
6 **«Consultant_Business_Name»**, a **«Consultant_Business_Type»** licensed to do business within the state of
7 California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 **«Contract_Services»** for **«Project_Name»**; County Project No. **«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. INCORPORATION OF RECITALS.**

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

21 **2. DEFINITIONS.**

22 **2.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and
23 project requirements to prospective bidders entitled, “**«Name_of_RFP»**,” dated
24 **«Date_of_RFP»**. The Request for Proposal is attached hereto as **Exhibit “A”** and
25 incorporated herein by this reference.

26 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled, “**«Name_of_Proposal»**,” dated
27 **«Date_of_Proposal»** and submitted to COUNTY’s Department of Public Works. The
28 Proposal is attached hereto as **Exhibit “B”** and incorporated herein this by reference.

1 **0. CONTRACT COORDINATION.**

2 **3.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY for
3 all purposes under this Agreement. The Director of Public Works or his/her designee is
4 hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
5 progress and execution of this Agreement.

6 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
7 progress and execution of this Agreement. Should circumstances or conditions subsequent
8 to the execution of this Agreement require a substitute Contract Manager for any reason,
9 the Contract Manager designee shall be subject to the prior written acceptance and
10 approval of COUNTY's Contract Manager.

11 **1. DESCRIPTION OF WORK.**

12 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
13 the RFP and the Proposal, as set forth in **Exhibits "A" and "B."** In the event of a conflict amongst this
14 Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal and this
15 Agreement shall take precedence over both.

16 **2. WORK TO BE PERFORMED BY CONSULTANT.**

17 **5.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
18 and this Agreement.

19 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
20 performance of the obligations assumed by CONSULTANT hereunder; including but not
21 limited to any additional work or change orders agreed upon pursuant to written
22 authorization as described in Paragraph 6.3, and as contemplated under Sections 13, 14,
23 and 28. Proposed additional work or change order requests, when applicable, will be
24 attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).

25 **5.3.** CONSULTANT shall:

26 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that
27 may be necessary and incidental to the due and lawful prosecution of the services
28 to be performed by CONSULTANT under this agreement;

1 **6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are
2 true and correct.

3 **6.7.** CONSULTANT understands and agrees not to discuss this Agreement or work performed
4 pursuant to this Agreement with anyone not a party to this Agreement without the prior
5 permission of COUNTY. CONSULTANT further agrees to immediately advise
6 COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with
7 respect to work performed pursuant to this Agreement.

8 **6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
9 diligence review of its files and advise COUNTY of any conflict or potential conflict
10 CONSULTANT may have with respect to the work requested.

11 **6.9.** CONSULTANT understands and agrees that in the course of performance of this Agreement
12 CONSULTANT may be provided with information or data considered by the owner or
13 the COUNTY to be confidential. COUNTY shall clearly identify such information and/or
14 data as confidential. CONSULTANT shall take all necessary steps necessary to maintain
15 such confidentiality including but not limited to restricting the dissemination of all
16 material received to those required to have such data in order for CONSULTANT to
17 perform under this Agreement.

18 **6.10.** CONSULTANT represents that the personnel dedicated to this project as identified in
19 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.
20 CONSULTANT will not substitute other personnel or engage any contractors to work on
21 any tasks identified herein without prior written notice to COUNTY.

22 **6.11.** CONSULTANT understands that COUNTY considers the representations made herein to
23 be material and would not enter into this Agreement with CONSULTANT if such
24 representations were not made.

25 **7. TERM OF AGREEMENT.**

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

1 **8. COMPENSATION.**

2 **8.1.** The total compensation payable under this Agreement shall not exceed
3 «**Cost_of_Original_Contract**», unless otherwise previously agreed to in writing by
4 COUNTY.

5 **8.2.** The fee for any additional services required by COUNTY will be computed either on a
6 negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT
7 and based on CONSULTANT's current standard rates as set forth in the Proposal.
8 Additional services or costs will not be paid without a prior written agreement between
9 the Parties.

10 **8.3.** Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible to pay
11 CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of
12 expenses or other remuneration.

13 **9. PAYMENT.**

14 **9.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit "B."**
15 COUNTY shall pay CONSULTANT for completed and approved services upon
16 presentation of its itemized billing.

17 **9.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of each invoice,
18 not to exceed five percent (5%) of the total compensation amount of the completed project.
19 "Completion of the Project" is when the work to be performed has been completed in
20 accordance with this Agreement, as determined by COUNTY, and all subcontractors, if any,
21 have been paid in full by CONSULTANT. Upon completion of the Project CONSULTANT
22 shall bill COUNTY the retention for payment by COUNTY.

23 **10. METHOD OF PAYMENT.**

24 CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY
25 a written claim for compensation for services performed. The claim shall be in a format approved by
26 COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by
27 COUNTY's Contract Manager or his/her designee. CONSULTANT may expect to receive payment within a
28 reasonable time thereafter and in any event in the normal course of business within thirty (30) days after

1 the claim is submitted.

2 **3. TIME FOR COMPLETION OF THE WORK.**

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

8 **4. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

9 **12.1.** CONSULTANT shall maintain books, records, documents, reports and other materials
10 developed under this Agreement as follows:

11 **12.2.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled
12 checks, and other records relating to CONSULTANT's charges for services or
13 expenditures and disbursements charged to COUNTY for a minimum period of three (3)
14 years, or for any longer period required by law, from the date of final payment to
15 CONSULTANT pursuant to this Agreement.

16 **12.3.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
17 performance under this Agreement for a minimum period of five (5) years, or for any
18 longer period required by law, from the date of termination or completion of this
19 Agreement.

20 **12.4.** Any records or documents required to be maintained by CONSULTANT pursuant to this
21 Agreement shall be made available to COUNTY for inspection or audit at any time during
22 CONSULTANT's regular business hours provided that COUNTY provides
23 CONSULTANT with seven (7) days advanced written or e-mail notice. Copies of such
24 documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at
25 CONSULTANT's address indicated for receipt of notices under this Agreement.

26 **5. SUSPENSION OF AGREEMENT.**

27 COUNTY's Contract Manager shall have the authority to suspend this Agreement, in whole or
28 in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part

1 of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the
2 compensation due and payable to the date of suspension.

3 **6. TERMINATION.**

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

12 **7. INSPECTION.**

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

18 **8. OWNERSHIP OF MATERIALS.**

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

24 **9. INTEREST OF CONSULTANT.**

25 **17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
26 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
27 degree with the performance of the services hereunder.

28 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor

1 or person having such an interest shall be employed.

2 **17.3.** CONSULTANT certifies that no one who has or will have any financial interest under this
3 Agreement is an officer or employee of COUNTY.

4 **18. INDEMNIFICATION.**

5 **18.1.** CONSULTANT agrees to the fullest extent permitted by law, in accordance with the limits
6 required by California Civil Code § 2782.8, to indemnify, defend, protect and hold
7 COUNTY and its representatives, officers, directors, designees, employees, successors
8 and assigns harmless from any and all claims, expenses, liabilities, losses, causes of
9 actions, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every
10 kind and nature whatsoever that arise out of, pertain to, or relate to CONSULTANT's
11 negligence, recklessness, or willful misconduct under this Agreement ("Claims"),
12 whether or not arising from the passive negligence of COUNTY, but does not include
13 Claims that are the result of the negligence, recklessness, or willful misconduct of
14 COUNTY.

15 **18.2.** In accordance with the limits required by California Civil Code § 2782.8, if applicable,
16 CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
17 hold COUNTY harmless from all Claims, including but not limited to:

18 **18.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
19 sickness or disease or death to persons including but not limited to COUNTY's
20 representatives, officers, directors, designees, employees, agents, successors and
21 assigns, subcontractors and other third parties and/or damage to property of anyone
22 (including loss of use thereof) arising out of, pertaining to, or relating to
23 CONSULTANT's negligent or reckless performance of, or willful misconduct
24 surrounding, any of the terms contained in this Agreement, or anyone directly or
25 indirectly employed by CONSULTANT or anyone for whose acts
26 CONSULTANT may be liable;

27 **18.2.2.** Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
28 employees or agents arising out of, pertaining to, or relating to

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

5 **18.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
6 regulation, standard, ordinance or statute caused by the negligent or reckless action
7 or inaction, or willful misconduct of CONSULTANT or anyone directly or
8 indirectly employed by CONSULTANT or anyone for whose acts
9 CONSULTANT may be liable, including but not limited to:

10 (a) Any loss of funding, penalties, fees, or other costs resulting from
11 CONSULTANT's failure to adhere to Disadvantaged Business Enterprise
12 requirements and/or goals, as determined by COUNTY or such other
13 lawful entity in charge of monitoring Disadvantaged Business Enterprise
14 compliance;

15 (a) Any loss of funding, penalties, fees, or other costs resulting from
16 CONSULTANT's failure to adhere to prevailing wage requirements, as
17 determined by COUNTY, the California Department of Industrial
18 Relations, or such other lawful entity in charge of monitoring prevailing
19 wage compliance;

20 **18.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
21 out of CONSULTANT's work;

22 **18.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
23 regulation, standard, ordinance or statute in any way relating to the occupational
24 health or safety of employees; and

25 **18.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
26 Agreement.

27 **18.3.** These indemnification provisions shall extend to Claims occurring after this Agreement is
28 terminated, as well as while it is in force.

1 **19. INDEPENDENT CONTRACTOR.**

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

5 **19.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 **19.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall
9 not be subject to COUNTY's control with respect to the physical actions or activities of
10 CONSULTANT in fulfillment of the requirements of this Agreement.

11 **19.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
12 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with
13 Workers' Compensation coverage or any other type of employment or worker insurance
14 or benefit coverage required or provided by any Federal, State or local law or regulation
15 for, or normally afforded to, an employee of COUNTY.

16 **19.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
17 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the
18 Social Security Old Age Pension Program, Social Security Disability Program, or any
19 other type of pension, annuity, or disability program required or provided by any federal,
20 State or local law or regulation.

21 **19.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or make
22 any claim against any COUNTY fringe program, including, but not limited to,
23 COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,
24 or any other type of benefit program, plan, or coverage designated for, provided to, or
25 offered to COUNTY's employees.

26 **19.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
27 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1 **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
2 and conduct itself as an independent contractor, not as an employee of COUNTY. **19.8.**
3 CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
4 or obligate COUNTY in any way without the written consent of COUNTY.

5 **20. INSURANCE.**

6 **20.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain, during
7 the entire term of this Agreement and any extended term therefore, insurance in a sum
8 acceptable to COUNTY and adequate to cover potential liabilities arising in connection
9 with the performance of this Agreement and in any event not less than the minimum limit
10 set forth in the “Minimum Insurance Amounts” attachment to RFP (**Exhibit “A”**) which
11 are incorporated as if set forth fully herein.

12 **20.2. Special Insurance Requirements.** All insurance required shall:

13 **20.2.1.** Be procured from California admitted insurers (licensed to do business in
14 California) with a current rating by Best’s Key Rating Guide, acceptable to
15 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
16 ratings must be approved in writing by COUNTY.

17 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
18 maintained by COUNTY shall be in excess of CONSULTANT’s insurance
19 coverage and shall not contribute to it.

20 **20.2.3.** Name The Imperial County Department of Public Works and the County of
21 Imperial and their officers, employees, and volunteers as additional insured on all
22 policies, except Workers’ Compensation insurance and Errors & Omissions
23 insurance, and provide that COUNTY may recover for any loss suffered by
24 COUNTY due to CONSULTANT’s negligence.

25 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
26 and contains a cross-liability or severability of interest clause.

27 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
28 (30) days written notice has been given to COUNTY. CONSULTANT may not

1 terminate such coverage until it provides COUNTY with proof that equal or better
2 insurance has been secured and is in place. Cancellation or change without prior
3 written consent of COUNTY shall, at the option of COUNTY, be grounds for
4 termination of this Agreement.

5 **20.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
6 original execution, COUNTY may, at its sole discretion, require an increase to
7 liability insurance to the level then customary in similar COUNTY Agreements by
8 giving sixty (60) days notice to CONSULTANT.

9 **20.3. Additional Insurance Requirements.**

10 **20.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also
11 to be notified if any aggregate insurance limit is exceeded.

12 **20.3.2.** The comprehensive or commercial general liability shall contain a provision of
13 endorsements stating that such insurance:

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

1 **20.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any insurance
2 policy required by this Agreement, CONSULTANT shall, if requested by COUNTY,
3 provide COUNTY satisfactory evidence that insurance policy premiums have been paid
4 together with a duplicate copy of the policy or a certificate evidencing the policy and
5 executed by the insurance company issuing the policy or its authorized agent.

6 **20.5. Certificates of Insurance.** CONSULTANT agrees to provide COUNTY with the following
7 insurance documents on or before the effective date of this Agreement:

8 **20.5.1.** Complete copies of certificates of insurance for all required coverages including
9 additional insured endorsements shall be attached hereto as **Exhibit “C”** and
10 incorporated herein.

11 **20.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

12 County of Imperial
13 Risk Management Department
14 Re: County Project No. <<Project_Number>>
15 940 Main Street, Suite 101
16 El Centro, CA 92243

17 County of Imperial
18 Department of Public Works
19 Re: County Project No. <<Project_Number>>
20 155 South 11th Street
21 El Centro, CA 92243

22 **20.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall be
23 construed to preclude CONSULTANT from obtaining and maintaining any additional
24 insurance policies in addition to those required pursuant to this Agreement.

25 **21. PREVAILING WAGE.**

26 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within the
27 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
28 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

21.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
COUNTY’s Department of Public Works and/or Clerk of the Board of Supervisors, and

1 available to any interested party upon request. CONSULTANT shall post copies of the
2 prevailing wage rate of per diem wages at the Project site.

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

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

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

9 **21.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
10 Code section 1810 regarding the legal day's work; and

11 **21.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
12 Code section 1813 regarding forfeiture for violations of the maximum hours per
13 day and per week provisions contained in the same chapter.

14 **21.3.5.** CONSULTANT has reviewed and agrees to comply with any applicable
15 provisions for those Projects subject to Department of Industrial Relations (DIR)
16 Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies
17 CONSULTANT that CONSULTANT is responsible for complying with the
18 requirements of Senate Bill 854 (SB854) regarding certified payroll record
19 reporting. Further information concerning the requirements of SB854 is available
20 on the DIR website located at: [http://www.dir.ca.gov/Public-
21 Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

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

23 **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with COUNTY
24 the following certification: "I am aware of the provisions of California Labor Code §§3700
25 et seq. which require every employer to be insured against liability for workers'
26 compensation or to undertake self-insurance in accordance with the provisions of that
27 code, and I will comply with such provisions before commencing the performance of the
28 work of this contract."

1 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
2 constitute signing and filing of the certificate.

3 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire date,
4 shall be covered by Workers' Compensation pursuant to statutory requirements
5 prior to beginning work on the Project.

6 **22.4.** If CONSULTANT has no employees, initial here: _____ .

7 **23. ASSIGNMENT.**

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

11 **24. NON-DISCRIMINATION.**

12 **24.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall not
13 unlawfully discriminate, harass or allow harassment against any employee or applicant for
14 employment because of sex, race, color, ancestry, religious creed, national origin, physical
15 disability (including HIV and AIDS), mental disability, medical condition (cancer), age
16 (over forty (40)), marital status and denial of family care leave. CONSULTANT and its
17 subcontractors shall insure that the evaluation and treatment of their employees and
18 applicants for employment are free from such discrimination and harassment.

19 **24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race, color,
20 national origin, or sex in the performance of this Agreement. CONSULTANT shall carry
21 out applicable requirements of 49 CFR 26 in the award and administration of DOT-
22 assisted contracts. Failure by CONSULTANT to carry out these requirements is a material
23 breach of this Agreement, which may result in the termination of this Agreement, or such
24 other remedy as COUNTY deems appropriate.

25 **24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
26 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
27 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
28

1 seq.).

2 **24.4.** 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
4 California Code of Regulations, are incorporated into this Agreement by reference and
5 made a part hereof as if set forth in full.

6 **24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
7 are incorporated into this Agreement by reference and made a part hereof as if set forth in
8 full.

9 **24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations under
10 this clause to labor organizations with which they have a collective bargaining or other
11 agreement.

12 **24.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of this
13 clause in all subcontracts to perform work under this Agreement.

14 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

15 **25.1.** When applicable, CONSULTANT represents and warrants that it has fully read the
16 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this
17 Project and has fully and accurately completed any and all required DBE forms.

18 **25.2.** CONSULTANT represents and warrants that it will comply with all applicable DBE
19 requirements for this Project.

20 **25.3.** CONSULTANT shall comply with any applicable DBE provisions attached hereto as
21 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

22 **25.4.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY due
23 to CONSULTANT’s failure to either comply with the DBE requirements set forth in the
24 RFP and this Agreement, or to meet the mandatory DBE goals as determined by COUNTY,
25 Caltrans, the Federal Highway Administration, and/or any other state or federal agency
26 contributing funds to the Project, then CONSULTANT shall fully reimburse COUNTY the
27 amount of funding lost. COUNTY reserves the right to deduct any such loss in funding
28 from the amount of compensation due to CONSULTANT under

1 this Agreement.

2 **25.5.** In addition to the above, CONSULTANT’s failure to comply with DBE
3 requirements/goals shall subject it to such sanctions as are permitted by law, which may
4 include, but shall not be limited to the following:

5 **25.5.1.** Termination of this Agreement;

6 **25.5.2.** Withholding monthly progress payments;

7 **25.5.3.** Compensatory, special, incidental, liquidated and other damages; and/or

8 **25.5.4.** Designation of CONSULTANT as “nonresponsible,” and disqualification from
9 bidding on future public works projects advertised by COUNTY.

10 **26. NOTICES AND REPORTS.**

11 **26.1.** Any notice and reports under this Agreement shall be in writing and may be given by
12 personal delivery or by mailing by certified mail, addressed as follows:

13 **COUNTY**

14 Director of Public Works

15 Re: County Project No. <<Project_Number>>
<<Project_Number>>

16 155 South 11th Street
El Centro, CA 92243

CONSULTANT

<<Consultant_Business_Name>>

Re: Imperial County Project No.

<<Consultant_Street_Address>>
<<Consultant_City_State>>

17 County of Imperial

18 Clerk of the Board of Supervisors

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

20 940 W. Main Street, Suite 209
El Centro, CA 92243

21 **26.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two
22 (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit
23 with an overnight carrier.

24 **26.3.** The addressees and addresses for purposes of this Section may be changed to any other
25 addressee and address by giving written notice of such change. Unless and until written
26 notice of change of addressee and/or address is delivered in the manner provided in this
27 Section, the addressee and address set forth in this Agreement shall continue in effect for
28 all purposes hereunder.

1 **27. ENTIRE AGREEMENT.**

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

5 **28. MODIFICATION.**

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

8 **29. CAPTIONS.**

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

11 **30. PARTIAL INVALIDITY.**

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

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

16 **31.1.** As used in this Agreement and whenever required by the context thereof, each number, both
17 singular and plural, shall include all numbers, and each gender shall include a gender.

18 **31.2.** CONSULTANT as used in this Agreement or in any other document referred to in or made a
19 part of this Agreement shall likewise include the singular and the plural, a corporation, a
20 partnership, individual, firm or person acting in any fiduciary capacity as executor,
21 administrator, trustee or in any other representative capacity or any other entity.

22 **31.3.** All covenants herein contained on the part of CONSULTANT shall be joint and several if
23 more than one person, firm or entity executes the Agreement.

24 **32. WAIVER.**

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

1 **33. CHOICE OF LAW.**

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

5 **34. AUTHORITY.**

6 **34.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
7 warrants that:

8 **34.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
9 CONSULTANT;

10 **34.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
11 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

12 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

13 **34.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of
14 the foregoing within thirty (30) days of execution of this Agreement.

15 **35. COUNTERPARTS.**

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

20 **36. REVIEW OF AGREEMENT TERMS.**

21 **36.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
22 with respect to the advisability of making the representations, warranties, covenants and
23 agreements provided for herein, and with respect to the advisability of executing this
24 Agreement.

25 **36.2.** Each Party represents and warrants to and covenants with the other Party that:

26 **36.2.1.** This Agreement in its reduction to final written form is a result of extensive good
27 faith negotiations between the Parties and/or their respective legal counsel; and **36.2.2.**

28 The Parties and/or their legal counsel have carefully reviewed and examined this

1 Agreement for execution by said Parties.

2 **36.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
3 party shall not be employed in the interpretation of this Agreement.

4 **37. NON-APPROPRIATION.**

5 **37.1.** All obligations of COUNTY are subject to appropriation of resources by various federal,
6 State, and local agencies, including but not limited to the U.S. Department of
7 Transportation (“DOT”) and the California Department of Transportation (“Caltrans”).

8 **37.2.** This Agreement is valid and enforceable only if sufficient funds are made available to
9 COUNTY for the purposes of this Project. In addition, this Agreement is subject to any
10 additional restrictions, limitations, conditions, or any statute enacted by Congress, State
11 Legislature, or COUNTY, and any regulations prescribed therefrom, that may affect the
12 provisions, terms, or funding of this Agreement.

13 **37.3.** If sufficient funds for the Project are not appropriated, this Agreement may be amended or
14 terminated in order to reflect said reduction in funding.

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

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

19 **38.1.** Pertinent Nondiscrimination Authorities:

20 (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252),
21 (prohibits discrimination on the basis of race, color, national origin); and 49 CFR
22 Part 21.

23 (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of
24 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or
25 whose property has been acquired because of Federal or Federal-Aid programs and
26 projects);

27 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits
28 discrimination on the basis of sex);

- 1 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as
2 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part
3 27;
- 4 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),
5 (prohibits discrimination on the basis of age);
- 6 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4
7 7123), as amended, (prohibits discrimination based on race, creed, color,
8 national origin, or sex);
- 9 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,
10 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age
11 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by
12 expanding the definition of the terms “programs or activities” to include all the
13 programs or activities of the Federal-aid recipients, subrecipients and contractors,
14 whether such programs or activities are Federally funded or not);
- 15 (h) Titles II and III of the Americans with Disabilities Act, which prohibit
16 discrimination on the basis of disability in the operation of public entities, public
17 and private transportation systems, places of public accommodation, and certain
18 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of
19 Transportation regulations at 49 C.F.R. parts 37 and 38;
- 20 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §
21 47123) (prohibits discrimination on the basis of race, color, national origin, and
22 sex);
- 23 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in
24 Minority Populations and Low-Income Populations, which ensures discrimination
25 against minority populations by discouraging programs, policies, and activities
26 with disproportionately high and adverse human health or environmental effects
27 on minority and low-income populations;
- 28 (k) Executive Order 13166, Improving Access to Services for persons with Limited

1 English Proficiency, and resulting agency guidance, national origin
2 discrimination includes discrimination because of limited English proficiency
3 (LEP). To ensure compliance with Title VI, you must take reasonable steps to
4 ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.
5 at 74087 to 74100);

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

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

11
12 **County of Imperial**

11
12 **«Consultant_Business_Name»**

13
14 By: _____
15 Michael W. Kelly, Chairman
16 Imperial County Board of Supervisors

14 By: _____
15 «Consultant_Name_for_Signature»

17 **ATTEST:**

18
19 _____
20 Blanca Acosta, Clerk of the Board,
21 County of Imperial, State of California

22 **APPROVED AS TO FORM:**

23 Adam G. Crook,
24 County Counsel

25
26 By:
27 «CC_Attorney»,
28 «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.