

REQUEST FOR PROPOSALS

**Coyote Low Flow Water Crossing Feasibility Study Report
County Project Number 7019STM**

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Frank Fiorenza, PE
Resident Engineer II

Deadline for Submissions: October 27, 2023 by 4:00 P.M

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

**RFP Issued on September 15, 2023
Questions due October 18, 2023**

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

Special Notice

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/

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EXHIBIT(S):

A – Location Map

B – Sample Proposal Evaluation Form

C – Sample Consultant Agreement and Insurance Requirements*

**No changes shall be made to consultant agreement*

I. PURPOSE AND BACKGROUND

Imperial County Department of Public Works is considering replacing a structurally deficient timber bridge on Evan Hewes Highway at Coyote Wash with a low flow water crossing as an alternative. The bridge crossing is located along Evan Hewes Highway approximately 8.8 miles west of Dunaway Road and approximately 3.5 miles east of the community of Ocotillo in Imperial County.

The Coyote Wash is a dry, desert wash which typically only runs during periods of rainfall events. The wash surface is composed of sands and gravels and experiences all-terrain vehicles (ATV) use as the Ocotillo area receives a significant number of off-road recreational visitors in the area between the months of October and May.

The original timber structure was built in 1932, and consists of 16 spans for a total length of 306 feet, and a roadway width of 24 feet 4 inches. In 1948, the bridge was widened to 28 feet 8 inches by replacing the timber decking with a new concrete deck with a curb and railing. Several deficiencies have been noted over the years, from minor cracking in the asphalt concrete (AC) overlay, to large cracks in the pier caps and supporting columns, causing the County to shut down the bridge to public traffic. These deficiencies have caused the bridge to be rated by Caltrans in their December 7, 2022 report as structurally deficient with a sufficiency rating (SR) of 28.8 with an inventory rating of 0.00.

As the bridge is closed to public traffic, many vehicles have been circumventing the road and bridge closure by driving down and up the road embankments around the closed bridge along the desert floor on both, north and south sides of the bridge crossing. These prescriptive, unpaved desert pathways are hard packed, sands and gravels, which lose their integrity due to the amount and type of traffic using these pathways, as well as when inclement weather impacts these un-maintained pathways with desert storms.

Bridge Rehabilitation Effort

In 2018, the County had an engineering design prepared for rehabilitation of the original bridge structure. The proposed work included repairing 8 pier caps, encasing 33 piles with a steel jacket and bottom pressure grouting, other cracked piles to be repaired with steel straps placed 2' on center, and 36 new stringers added to supplement damaged stringers. Other incidental rehabilitation was also proposed, including replacement of asphalt concrete surfacing and some dredging of soils at the bridge crossing. Significant regulatory and environmental permitting, to address CEQA was also completed, including coordination with USACOE, State Water Boards, with Biology & Historic Property Survey studies to address the bridge rehabilitation work proposed. A Determination of Need was issued by the Army Corps of Engineers and a permit is required for the bridge rehabilitation pursuant to Section 404 of the Clean Water Act. A Streambed Alteration Agreement with the California Department of Fish and Wildlife was obtained for the bridge rehabilitation work with an expiration date of December 21, 2023. A Clean Water Quality Certification from the Regional Water Quality Control Board was obtained, with the Annual Permit Fee processed in January 2023. The bridge rehabilitation construction work was estimated in 2018 at \$550,000. Due to other bridge priorities, this project was postponed, and before moving forward, it is now convenient to consider the cost benefit of rehabilitation of the bridge, or installation of a low flow water crossing. The concept of a low flow water crossing is also known as an Arizona Crossing, since these low flow water crossings are very common in Arizona and the Southwest, due to the periodic nature of desert wash flows during storm events.

Traffic

Evan Hewes Highway (S80) was the original State highway in this area prior to current Interstate 8, which was constructed in the 1960s. Evan Hewes Highway is north of, and parallels current Interstate 8. Access

to/from Interstate 8 from Evan Hewes Highway can occur in Ocotillo, west of the bridge crossing, or at Dunaway Road, east of the bridge crossing. During the recreational off-road season, between October and May a fair number of vehicles, trucks, motorhomes and trailers utilize the segment of Evan Hewes Highway between Ocotillo and Dunaway Road. Plaster City is a manufacturing plant of gypsum wallboard and located between the bridge crossing and Dunaway Road. Osterkamp Trucking, hauls the wallboard product outside the Imperial Valley, with portions going to the west to San Diego. Although they have an alternate route to take Dunaway Road to the east, it would be preferable to head directly from Plaster City west to Ocotillo to access onto Interstate 8. Additionally, just west of the bridge crossing is a material truck route which bypasses the Ocotillo community for the purpose of access to/from various sand, gravel and rock producing quarries. These trucks typically access Interstate 8 at Ocotillo, but if Evan Hewes Highway at the bridge crossing was re-established, some traffic could conceivably access from the east at Dunaway Road, shortening the time and length of travel. Another concern is that there are a number of small bridge crossings along Evan Hewes Highway between the Coyote Wash and Dunaway Road which are not capable of full “purple” permit loads, which exacerbates an already inconvenient situation.

Traffic counts from 2003-2007, when the bridge crossing was open indicates an approximate range from 300 to 1000 VPD using this crossing. An updated traffic count will be needed for 2023.

Need

The Coyote Low Flow Water Crossing Feasibility Study Report is needed to review the project location for determination of whether a low flow water crossing can be accomplished along with a recommended design scheme prepared to a 30% conceptual level unless recommendation is not to provide a low flow crossing at this location. The report should provide for and address the key design, engineering, hydrologic/hydraulic, construction, operational, maintenance, safety, regulatory characteristics and environmental constraints and the cost benefit analysis associated with such a crossing versus the bridge rehabilitation originally proposed.

Consultant shall coordinate with environmental, regulatory, and utility agencies to determine the level of permitting & approvals required for a low flow water crossing. A detailed scope of work to address these issues is provided.

A qualified Consultant will be awarded this work through an agreement to be recommended for approval by the Imperial County Public Works Department and approved by the Imperial County Board of Supervisors.

II. SCOPE OF WORK:

The scope of work is to provide the necessary site review, research of existing utilities, right of way/easements, land ownerships, hydrologic & hydraulic engineering studies, existing bridge plans, studies & records, draft bridge rehabilitation plans and studies, discussion with County, and respective utility agencies, Federal, State and other local regulatory and environmental permitting agencies for the review, analysis and recommendations of a comprehensive Feasibility Study Report to address a Low Flow Water Crossing along the same alignment where the existing bridge crossing is currently located. The Low Flow Water Crossing would occupy the same location of existing bridge. The report would include the technical hydrology and hydraulic studies, the engineering required for a preliminary (30% level concept design plan), including appropriate details and calculations, considerations of the construction, operational/maintenance, safety to the traveling public, regulatory, environmental and any utility relocation efforts with constraints and solutions, along with a cost benefit analysis looking at a low flow water crossing, compared to bridge rehabilitation.

The cost benefit analysis shall include a cursory review of the bridge rehabilitation plan, with field inspection of bridge to estimate the service life the design will provide. The original 2018 cost estimate shall be reviewed and updated to 2024 estimated construction costs. Any additional recommendations (if any, from the field inspection) shall also be used in the cost benefit analysis.

All work shall be in accordance with this Request for Proposal Scope of Work, civil engineering standard practice and the County's Engineering Design Guidelines Manual posted on the ICPW website address at <https://publicworks.imperialcounty.org/forms-and-guidelines/> . All work shall be performed under the direction of a Civil Engineer for road transportation and a Structural Engineer for the bridge field inspection review, both licensed by the State of California. All studies and engineering analysis shall meet current Imperial County Public Works requirements, including the County's Design Guidelines as appropriate.

Consultant shall consider the following tasks including but not limited to:

1. **Site visit & Meetings.** Consultant shall perform a site visit to the Coyote Wash Bridge at Evan Hewes Highway and include driving along Evan Hewes Highway between Ocotillo and Dunaway Road in order to become familiar with the surroundings. Consultant shall provide representative photographs of key bridge approaches from west and east along north and south sides of the bridge crossing. Along with the initial kick off site meeting, other meetings can be held via Zoom or other web based platform for convenience. It is anticipated at least two additional project team meetings should occur, to be determined by mutual County and Consultant agreement. Other minor meetings relative to specific tasks may be needed throughout the project timeline.
2. **Coordination and Right of Way Research.** Consultant shall coordinate with Imperial County, and any utility agencies that may have facilities on, above, or below and along the bridge/road right of way that could be impacted with the bridge demolition and installation of a new low flow water crossing. Consultant shall also provide an overall map showing location of utilities, including easements and/or right of way for utilities, and County road/bridge to be used as an exhibit. This can be combined with the topographic survey.
3. **Hydrologic/Hydraulic Analysis.** Consultant shall conduct a hydrology study with appropriate hydraulics to review 100 year frequency drainage impacts of the Coyote Wash at the bridge crossing and the proposed low flow water crossing. Use of Imperial County's Hydrology Manual is desirable as it will be adopted for use within Imperial County in the near future. Depending on the contributing area, the rational method, or NRCS method can be used. Drainage flows, slopes, velocities and area limits of flooding at the crossing shall be provided in exhibit. Attention to the contributing area of the wash may entail use of USGS Topo and/or aerial imaging to ensure adequacy of flows that can be expected. There are other nearby smaller bridges along Evan Hewes Highway which may also contribute to accepting flows that would originate from the Coyote Wash and assumptions may be made in the Hydrology analysis to simplify the flow actually crossing the existing bridge crossing at Coyote Wash. Mapping for this component may use the topographic survey in item 4 along with the USGS Topo and/or aerial imaging to ensure clarity of the contributing areas of storm water to the Coyote Wash.
4. **Topographic Survey.** Consultant shall provide a detailed topographic survey of the Coyote Wash at Evan Hewes Highway, at least ½ mile upstream and ¼ mile downstream, and ½ mile east and west directions to ensure adequate information is documented for a future complete design of the low flow water crossing. The Consultant shall be designing a 30% level concept design plan, including appropriate details and calculations. The mapping may need to incorporate, at a higher level, any results of review of USGS Topo and/or aerial imaging to ensure that the project topo provides information to ensure any offsite drainage patterns are shown to contribute by note/reference.

5. **30% Level Conceptual Design.** Consultant shall provide conceptual level plans & estimates, including addressing traffic safety issues due to storm events that include sufficient level to indicate the scope of work for the low flow water crossing. It shall also include a narrative that can be used for future regulatory agency and environmental permitting. It is expected that the scope of 30% level conceptual design and narrative will include the existing bridge demolition and removal, , excavation and removal of pavement to consider road slope to match wash grades, area of potential effects of construction/demo, design of the low flow water crossing with grades and slopes, structural pavement recommendations, roadway asphalt concrete and/or concrete surfacing, water dissipation upstream and downstream, both upstream and downstream approach designs along with cut off walls to minimize future erosion damages to the road way, design shall consider ongoing road operational and maintenance needs after storm events, and safety recommendations for advising of potential flooding risk to the traveling public, along with flashing beacons. A title & notes sheet, demolition plan, grading and improvement plan and profile, details sheet (including public traffic safety) and possible erosion control sheet would be expected. All at a 30% level conceptual level. The narrative shall encompass the project scope of work as a ‘project description’ to adequately communicate the work involved in bridge and pavement removals, grading and new construction.
6. **Land ownership.** Consultant shall perform necessary research to provide a summary of land ownerships, with an accompanied aerial overlay map approximately 1000 feet north and south of Evan Hewes Highway at the Coyote Wash. This can be incorporated with the right of way research and topographic survey map above in items 2 & 4.
7. **Regulatory/Environmental Permitting.** Consultant shall coordinate with Federal, and/or State permitting agencies once the conceptual level plans and narrative has been reviewed by the County. The coordination shall be only to the point of determining what type of permitting may be required by these agencies relative to the improvements proposed. A summary of potential environmental permitting for the low flow water crossing shall be provided.
8. **Cost Benefit Analysis.** Consultant shall provide a cost benefit analysis to compare the low flow water crossing versus the County’s existing bridge rehabilitation cost to allow for H20 loading. The Consultant shall include a cursory review of the bridge rehabilitation plan, with field inspection of bridge to result in engineering opinion of how many year service life the design could provide, and its ability to allow for H20 loading. The original 2018 cost estimate shall be reviewed and updated to 2024 estimated construction costs with any additional recommendations (if any, from the field inspection) will be used in the cost benefit analysis. The comparison of bridge rehabilitation versus the low flow water crossing should result in a recommendation of which is more financially feasible for the County to make recommendation to the Board of Supervisors, to pursue either the low flow water crossing, or the bridge rehabilitation, with assurance of the H20 permit loading.
9. **Coyote Low Flow Water Crossing Feasibility Study Report.** Consultant shall summarize all findings with a comprehensive Feasibility Study Report to summarize the storm drainage issues at the Coyote Wash. Consultant shall include pertinent, related items such as high level, 30% conceptual level design, narrative, engineering plans and estimates, recommendations and documentation of findings of regulatory and environmental permitting, utility relocations, existing right of way or easements, along with land ownerships. Include as exhibits or attachments all studies, mapping, calculations and the cost benefit analysis. Consultant shall provide their findings, and recommendations with consideration of all items for County review and consideration. The report shall be submitted at a 75% completion, and 100% final after receipt of County review comments.
10. **Schedule.** Consultant shall provide a schedule with the tasks clearly outlined. Work shall be performed in parallel as needed to accomplish the maximum time of 100% completion

within six (6) months from notice to proceed date. Notice to proceed shall be provided after an agreement has been authorized and finalized by the Imperial County Board of Supervisors.

11. The proposed, recommended improvements in the Report may be used by the County in its capital improvement program and budgeting process to proceed with a final design either with the Consultant, or through a separate RFP process.
12. No Subconsultants shall be utilized without prior authorization by the County. Any authorized Subconsultants providing professional services to Consultant shall be held to the same licensing, accreditation, and certification standards as Consultant.

Consultant shall attend and participate in the project kick-off meeting with the County and review project goals, scope, work flow methodology, responsibilities of both Consultant and County, and will introduce key staff. During the course of this project, all communications and coordination will be with the Engineer assigned to the project, who is the primary point of contact for the County.

Throughout the course of the project, Consultant will maintain orderly project files. All tracings, plans, studies, calculations, exhibits and maps prepared or obtained under the terms of the agreement with County shall be delivered to and become property of the County. Basic survey notes and sketches, charts, computations and other data prepared or obtained under such agreement shall be made available upon request to the County without restriction or limitation on their use.

At the conclusion of the project, Consultant shall submit to the County an Engineering Report as mentioned above, and clearly labeled with the Project title.

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

III. RESPONSIBILITIES OF COUNTY:

The County will direct the development of the project(s), provide management oversight, and conduct administrative arrangements only. The County will provide any other available plans and records to Consultant as required. Consultant will be responsible for all activities and meetings associated with the project 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. Separate invoices shall be submitted for specific project billings, with clear notation of the County Project Number.

The County will not provide dedicated workplace facilities, but upon request will provide a conference room for meetings with the Department, consultant 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.

IV. PROPOSAL CONTENT AND INFORMATION:

At a minimum, proposals should include:

1. Letter of Interest: Provide a cover letter expressing your interest in the project. Include name, address, phone number, and email address of the primary contact; identifying the capacity of this person.
2. Statement of Qualifications: Describe the company's qualifications and experience related to multi-modal transportation planning.
3. Understanding of the project: Provide understanding of the project scope and commitment to address all requirements.
4. Relevant experience with similar project(s): Provide a list of at least three (3) or more similar projects that the firm and staff, proposed for assignment, have successfully completed.
5. References: Provide at least three (3) references, with contact information, for other similar work performed.
6. Legal entity: describe the legal entity with which the County would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees.
7. Project Management: Identify the members of the project team, including the project manager, key consultants, and sub-consultants; include their names and positions, their qualifications, list of similar projects in which they assumed substantial roles, and responsibilities related to the assignment. It is expected that individuals identified as the project team will be actively involved throughout the project.
8. Analysis of Effort/Methodology: Prospective consultants shall describe the overall approach to the project, specific techniques that will be used, and the specific administrative and operational management expertise that will be employed. A proposed schedule shall be included. The project schedule must be clearly stated with intermittent milestones.
9. Approach: Provide a narrative that explains your approach to realizing the specifications stated in the enclosed RFP. Include a description of the approach for the project, including, but not limited to:
 - Overall approach and recommendation for the comprehensive plan;
 - Detailed scope of work that incorporates the guidance provided in this RFP;
 - Schedule; Timeline
10. Capacity: a statement that the firm(s) has sufficient staff resources and capability to perform the work contained within this RFP within the specified timeframe.
11. Taxpayers Identification Number: Each consultant 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".
12. Cost Proposal/Worksheet Includes fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses. If applicable, include fee structure for additional

work/services outside the scope of work. Cost proposal must include statement that offer is valid for at least a ninety (90) day period.

- All costs/fees proposed must accompany proposal *within a separate sealed envelope* clearly labeled with the name of the firm submitting and the title of the RFP.

V. RFP QUESTIONS, CONTACT PERSON, AND SCHEDULE:

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/default.htm> under “Projects out to Bid” as an addendum. *All inquiries must be submitted in writing no later than close of business on October 18, 2023* to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact Person: Naomi C. Robles – MPA, Administrative Analyst III
naomirobles@co.imperial.ca.us

EVENT	DATE
Issue Request for Proposal	September 15, 2023
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	October 18, 2023
Proposal Due	October 27, 2023
Consultant Selection	November, 2023
Agreement for Services	December, 2023

VI. 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. Sample evaluation criteria for proposals is attached for review as Exhibit B.

Proposals received shall be reviewed according to the criteria and weighting shown in Table 2. 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.

Please take note that the County reserves the right to select any consultant who is determined qualified and may not correlate to a number 1, number 2 or even number 3 ranked consultant. Additionally, the County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

Consultants are to submit one (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB thumb drive of the proposal as requested in Section VIII Proposal Submittal. Proposal must be clearly titled:

Coyote Flow Water Crossing Feasibility Study Report; County Project Number 7019STM

VII. CONSULTING AGREEMENT:

A sample agreement is attached for review as Exhibit C.

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.

Any contract resulting from this RFP will be financed with funds available to the County and/or other available funding.

VIII. PROPOSAL SUBMITTAL:

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive or Compact Disc (CD) of the proposal must be received in person or by mail to Imperial

County Department of Public Works no later than close of business (4:00pm) on October 27, 2023.
Proposal must be clearly titled:

Coyote Flow Water Crossing Feasibility Study Report; County Project Number 7019STM

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

Naomi C. Robles – MPA, Administrative Analyst III
Imperial County Department of Public Works
155 S. 11th Street
El Centro, California 92243

Email proposals concurrently to naomirobles@co.imperial.ca.us

Note: Late proposals will not be considered.

IX. CLOSING ITEMS:

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

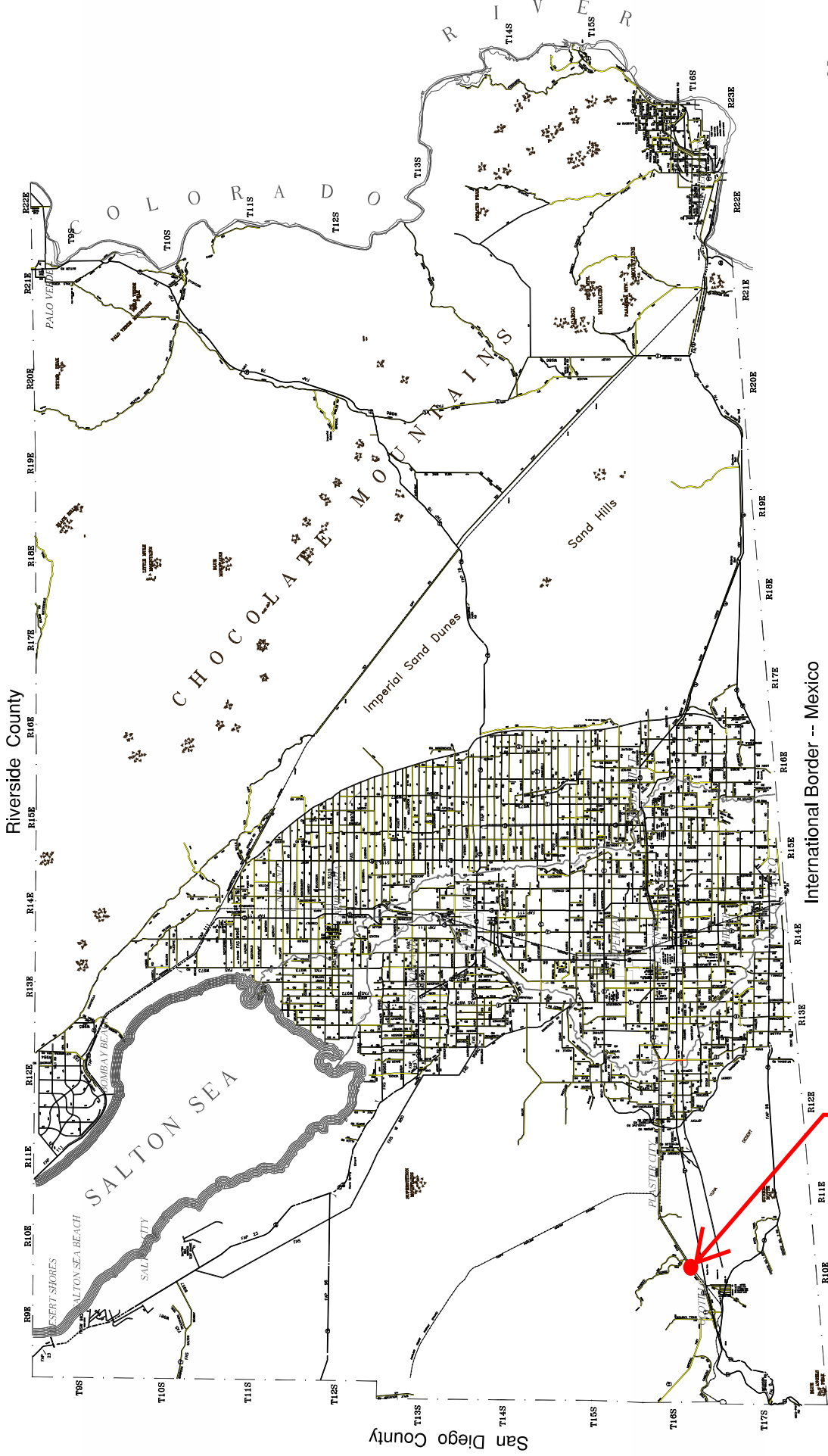
Any modifications to this solicitation will be issued by the County as a written addendum and posted to the Imperial County Department of Public Works website: <http://www.co.imperial.ca.us/publicwork/default.htm> under “Projects out to Bid”

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.

EXHIBIT A

LOCATION MAPS



NO SCALE

IMPERIAL COUNTY MAP

Public Works Department
County of Imperial, California

PROJECT LOCATION
 Bridge Coordinates:
 Latitude: 32°45'26.97"N
 Longitude: 115°56'28.29"W



DRAWN:	MAC
DRAWING No.:	
DATE:	08/03/2023

Coyote Wash Low Flow Water Crossing Feasibility Study Project 7019STM

LOCATION MAP

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT EL CENTRO, CALIFORNIA

LEGEND

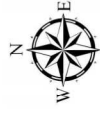
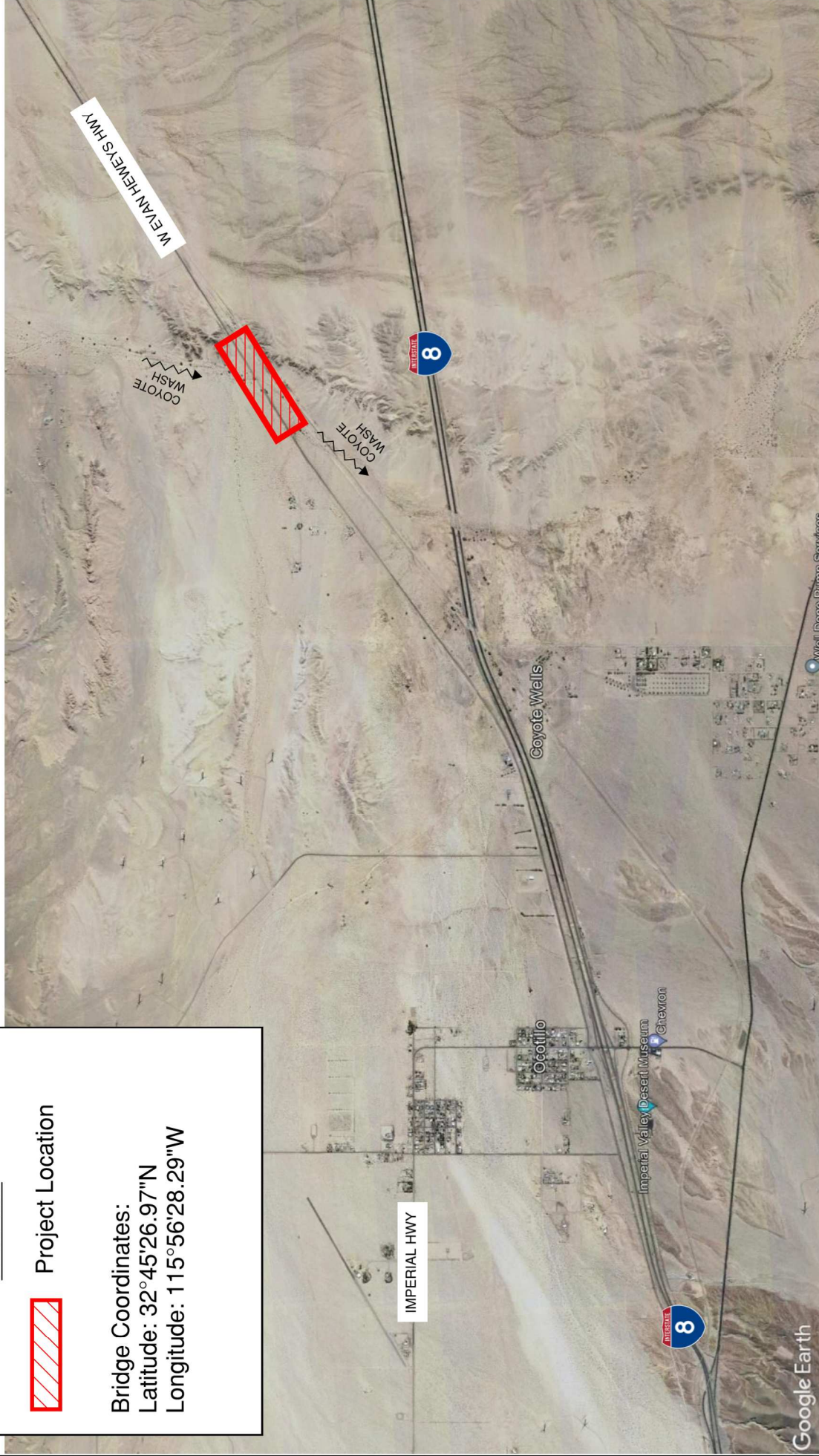
Project Location



Bridge Coordinates:

Latitude: 32°45'26.97"N

Longitude: 115°56'28.29"W



NO SCALE

DRAWN: MAC

DRAWING No.:

DATE: 08/03/2023

Coyote Wash Low Flow Water
Crossing Feasibility Study
Project 7019STM

LOCATION MAP

IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA



EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

(for information only)



PROPOSAL EVALUATION FORM

COYOTE WASH LOW FLOW WATER CROSSING FEASIBILITY STUDY REPORT
 COUNTY PROJECT NO. 7019STM

RESPONDENT: _____
 EVALUATOR: _____
 DATE: _____
 EVALUATOR SIGNATURE: _____

RATING POINTS:

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

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
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A. Relevant Experience	(0.35)				
• Responsiveness & understanding of work to be done, (i.e. scope of work).	(0.15)		_____		_____
• Low flow water crossing relevant experience, key personnel, & staff	(0.10)		_____		_____
• Bridge replacement with low flow water crossing experience, key personnel, & staff	(0.10)		_____		_____

B. Project Management	(0.25)				
• Consultants ability to provide respective services within budget and on schedule.	(0.15)		_____		_____
• Demonstrates organizational skills, and ability to meet client program requirements and goals.	(0.10)		_____		_____

C. References	(0.05)		_____		_____
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D. Understanding	(0.20)				
• Proposal specific to RFP scope of work. Any additional items suggested beyond scope can be included but referenced separately.	(0.20)		_____		_____

E. Problem Solving	(0.15)				
Demonstrate creative problem solving and solutions in dealing with difficult planning, programming, and evaluation analysis.	(0.15)		_____		_____

Subtotal Score _____

F. Previous Experience and performance working
 With County of Imperial Department of Public Works

(0 to -5)

Total Score _____

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

Comments:

EXHIBIT C

SAMPLE CONSULTANT AGREEMENT AND INSURANCE REQUIREMENTS

(For information only)

SAMPLE

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the _____ day of _____, 2014, 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 [business name], [business type] (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

WITNESSETH

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide professional services for [specify services], (“the 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 [and other documents if any] are 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 execution of this Agreement.

1 **2.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
2 the progress and execution of this Agreement. Should circumstances or conditions subsequent to the
3 execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager
4 designee shall be subject to the prior written acceptance and approval of COUNTY’s Contract Manager.

5 **3. DESCRIPTION OF WORK.**

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

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

11 **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
12 and this Agreement.

13 **4.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
14 performance of the obligations assumed by CONSULTANT hereunder.

15 **4.3.** CONSULTANT shall:

16 **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
17 that may be necessary and incidental to the due and lawful prosecution of the services to be performed
18 by CONSULTANT under this agreement;

19 **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
20 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
21 Agreement;

22 **4.3.3.** At all times observe and comply with, and cause all of its employees to observe
23 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

24 **4.3.4.** Immediately report to COUNTY’s Contract Manager in writing any discrepancy
25 or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above
26 in relation to any plans, drawings, specifications or provisions of this Agreement.

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1 **5. REPRESENTATIONS BY CONSULTANT.**

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

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

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

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

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

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

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

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

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1 **5.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
2 diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT
3 may have with respect to the work requested.

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

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

14 **6. TERM OF AGREEMENT.**

15 This Agreement shall commence on the date first written above and shall remain in effect until
16 the services provided as outlined in paragraph 3, ("DESCRIPTION OF WORK"), have been
17 completed, unless otherwise terminated as provided for in this Agreement.

18 **7. COMPENSATION.**

19 **7.1.** The total compensation payable under this Agreement shall not exceed [dollar amount]
20 [(numerical amount)] unless otherwise previously agreed to in writing by COUNTY.

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

25 **7.3.** Except as provided under paragraph 7.1 and 7.2, COUNTY shall not be responsible to
26 pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or
27 other remuneration.

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1 **8. PAYMENT.**

2 **8.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**
3 **“[.]”** COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its
4 itemized billing.

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

10 **9. METHOD OF PAYMENT.**

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

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

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

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

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

26 **11.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
27 canceled checks, and other records relating to CONSULTANT’s charges for services or expenditures
28

1 and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer
2 period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

3 **11.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
4 performance under this Agreement for a minimum period of five (5) years, or for any longer period
5 required by law, from the date of termination or completion of this Agreement.

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

12 **12. SUSPENSION OF AGREEMENT.**

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

17 **13. TERMINATION.**

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

26 **14. INSPECTION.**

27 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
28 ascertain that the services of CONSULTANT are being performed in accordance with the requirements

1 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
2 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not
3 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

4 **15. OWNERSHIP OF MATERIALS.**

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

10 **16. INTEREST OF CONSULTANT.**

11 **16.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
12 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with
13 the performance of the services hereunder.

14 **16.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
15 contractor or person having such an interest shall be employed.

16 **16.3.** CONSULTANT certifies that no one who has or will have any financial interest under
17 this Agreement is an officer or employee of COUNTY.

18 **17. INDEMNIFICATION.**

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

27 **17.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
28 hold COUNTY harmless from all Claims, including but not limited to:

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1 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
2 sickness or disease or death to persons including but not limited to COUNTY's representatives,
3 officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third
4 parties and/or damage to property of anyone (including loss of use thereof) arising out of
5 CONSULTANT's negligent performance of, or willful misconduct surrounding, any of the terms
6 contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone
7 for whose acts CONSULTANT may be liable;

8 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of
9 CONSULTANT's employees or agents arising out of CONSULTANT's negligent performance of, or
10 willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
11 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

12 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
13 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
14 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
15 anyone for whose acts CONSULTANT may be liable;

16 **17.2.4.** Infringement of any patent rights which may be brought against COUNTY
17 arising out of CONSULTANT's work;

18 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
19 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
20 employees; and

21 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
22 Agreement.

23 **17.3.** These indemnification provisions shall extend to Claims occurring after this Agreement
24 is terminated, as well as while it is in force.

25 **18. INDEPENDENT CONTRACTOR.**

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

1 **18.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for
2 the requirements and results specified by this Agreement or any other agreement.

3 **18.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
4 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
5 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in
6 fulfillment of the requirements of this Agreement.

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

12 **18.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
13 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social
14 Security Old Age Pension Program, Social Security Disability Program, or any other type of pension,
15 annuity, or disability program required or provided by any Federal, State or local law or regulation.

16 **18.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
17 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's
18 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit
19 program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

20 **18.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,
21 or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

22 **18.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
23 and conduct itself as an independent contractor, not as an employee of COUNTY.

24 **18.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
25 bind or obligate COUNTY in any way without the written consent of COUNTY.

26 **19. INSURANCE.**

27 **19.1.** CONSULTANT agrees at its own cost and expense to procure and maintain during the
28 entire term of this Agreement, and any extended term, commercial general liability insurance (bodily

injury and property damage), employer’s liability insurance, commercial automobile liability insurance (bodily injury and property damage) and professional liability insurance in a sum acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the performance of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Errors & Omissions Coverage (professional liability – malpractice)	[*] million dollars (\$[*]) Per person, per occurrence.
Workers’ Compensation, Coverage A	Statutory
Employer’s Liability, Coverage B	[*] million dollars (\$[*])
Commercial General Liability (Including Contractual Liability)	[*] million dollars (\$[*]) combined single limit to any one person (“CSL”) and [*] million dollars (\$[*]) aggregate for any one accident, including personal injury, death and property damage.
Bodily Injury	
Property Damage	
Commercial Automobile Liability (owned, hired & non-owned vehicles)	[*] million dollars (\$[*]) combined single limit and [*] million dollars (\$[*]) aggregate, including owned, non-owned and hired vehicles.
Bodily Injury	
Property Damage	

19.2. Special Insurance Requirements. All insurance required shall:

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

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

1 **19.2.3.** Name The Imperial County Department of Public Works and the County of
2 Imperial and their officers, employees, and volunteers as additional insured on all policies, except
3 Workers' Compensation insurance and Errors & Omissions insurance, and provide that COUNTY may
4 recover for any loss suffered by COUNTY due to CONSULTANT's negligence.

5 **19.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
6 and contains a cross-liability or severability of interest clause.

7 **19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
8 (30) days written notice has been given to COUNTY. CONSULTANT may not terminate such
9 coverage until it provides COUNTY with proof that equal or better insurance has been secured and is
10 in place. Cancellation or change without prior written consent of COUNTY shall, at the option of
11 COUNTY, be grounds for termination of this Agreement.

12 **19.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
13 original execution, COUNTY may, at its sole discretion, require an increase to liability insurance to the
14 level then customary in similar COUNTY Agreements by giving sixty (60) days notice to
15 CONSULTANT.

16 **19.3. Additional Insurance Requirements.**

17 **19.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
18 also to be notified if any aggregate insurance limit is exceeded.

19 **19.3.2.** The comprehensive or commercial general liability shall contain a provision of
20 endorsements stating that such insurance:

- 21 **a.** Includes contractual liability;
22 **b.** Does not contain any exclusions as to loss or damage to property caused by
23 explosion or resulting from collapse of buildings or structures or damage to property underground,
24 commonly referred to by insurers as the "XCU Hazards;"
25 **c.** Does not contain a "pro rata" provision which looks to limit the insurer's
26 liability to the total proportion that its policy limits bear to the total coverage available to the insured;
27

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1 **d.** Does not contain an “excess only” clause which require the exhaustion of other
2 insurance prior to providing coverage;

3 **e.** Does not contain an “escape clause” which extinguishes the insurer’s liability if
4 the loss is covered by other insurance;

5 **f.** Includes COUNTY as an additional insured.

6 **g.** States that it is primary insurance and regards COUNTY as an additional insured
7 and contains a cross-liability or severability of interest clause.

8 **19.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any
9 insurance policy required by this Agreement, CONSULTANT shall, if requested by COUNTY,
10 provide COUNTY satisfactory evidence that insurance policy premiums have been paid together with
11 a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance
12 company issuing the policy or its authorized agent.

13 **19.5. Certificates of Insurance.**

14 CONSULTANT agrees to provide COUNTY with the following insurance documents on or
15 before the effective date of this Agreement:

16 **19.5.1.** Complete copies of certificates of insurance for all required coverages including
17 additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein.

18 **19.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

19
20 County of Imperial
21 Risk Management Department
22 940 Main Street, Suite 101
23 El Centro, CA 92243

24 County of Imperial
25 Department of Public Works
26 155 South 11th Street
27 El Centro, CA 92243

28 **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.

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1 **20. PREVAILING WAGE.**

2 **20.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within
3 the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
4 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

5 **20.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
6 COUNTY’s Department of Public Works and available to CONSULTANT and any other interested
7 party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at
8 the Project site.

9 **20.3.** CONSULTANT hereby acknowledges and stipulates to the following:

10 **20.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of
11 Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance
12 penalties; and

13 **20.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of
14 Labor Code section 1777.5 regarding employment of registered apprentices; and

15 **20.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of
16 Labor Code section 1810 regarding the legal day’s work; and

17 **20.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of
18 Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per
19 week provisions contained in the same chapter.

20 **20.3.5** CONSULTANT has reviewed and agrees to comply with any applicable
21 provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and
22 Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is
23 responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit
24 (CMU) The Compliance Monitoring Unit or “CMU” is a new component within the State Division of
25 Labor Standards Enforcement (DLSE) that was created to monitor and enforce prevailing wage
26 requirements on public works projects that receive state bond funding and on other projects that are
27 legally required to use the CMU. The CMU began operations on January 1, 2012, following the
28 recent adoption of AB 436 and approval of revisions to program regulations. By actively monitoring

1 compliance on an ongoing basis while work is being performed, the CMU will play a special role in
2 ensuring that public works construction workers are promptly paid the proper prevailing wage rates
3 and in helping maintain a level playing field for employers who comply with the law.

4 **Effective Date and Applicability:** The laws and regulations that govern the new program are
5 effective January 1, 2012. Only projects for which the public works contract is awarded on or after
6 January 1, 2012 are subject to the CMU requirements. For further information concerning compliance
7 monitoring please visit the website located at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>

8 **21. WORKERS' COMPENSATION CERTIFICATION.**

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

14 **21.2.** This certification is included in this Agreement and signature of the Agreement shall
15 constitute signing and filing of the certificate.

16 **20.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
17 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning
18 work on the Project.

19 **20.4.** If CONSULTANT has no employees, initial here: _____.

20 **22. ASSIGNMENT.**

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

24 **23. NON-DISCRIMINATION.**

25 During the performance of this Agreement, CONSULTANT and its subcontractors shall not
26 unlawfully discriminate, harass or allow harassment against any employee or applicant for
27 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability
28 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital

1 status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the
2 evaluation and treatment of their employees and applicants for employment are free from such
3 discrimination and harassment. CONSULTANT and its subcontractors shall comply with the
4 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the
5 applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
6 The applicable regulations of the Fair Employment and Housing Commission implementing
7 Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code
8 of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth
9 in full. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are
10 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
11 CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to
12 labor organizations with which they have a collective bargaining or other agreement. CONSULTANT
13 shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to
14 perform work under this Agreement.

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16 **24. NOTICES AND REPORTS.**

17 **24.1.** Any notice and reports under this Agreement shall be in writing and may be given by
18 personal delivery or by mailing by certified mail, addressed as follows:

19 **COUNTY**

20 Director of Public Works
21 155 South 11th Street
22 El Centro, CA 92243

23 County of Imperial
24 Clerk of the Board of Supervisors
25 940 W. Main Street, Suite 209
26 El Centro, CA 92243

CONSULTANT

[name of consultant]
[address of consultant]

27 **24.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
28 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
overnight carrier.

1 **24.3.** The addressees and addresses for purposes of this paragraph may be changed to any
2 other addressee and address by giving written notice of such change. Unless and until written notice of
3 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee
4 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

5 **25. ENTIRE AGREEMENT.**

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

10 **26. MODIFICATION.**

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

13 **27. CAPTIONS.**

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

16 ///

17 **28. PARTIAL INVALIDITY.**

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

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

22 As used in this Agreement and whenever required by the context thereof, each number, both
23 singular and plural, shall include all numbers, and each gender shall include a gender.
24 CONSULTANT as used in this Agreement or in any other document referred to in or made a part of
25 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,
26 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
27 other representative capacity or any other entity. All covenants herein contained on the part of
28

1 CONSULTANT shall be joint and several if more than one person, firm or entity executes the
2 Agreement.

3 **30. WAIVER.**

4 No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be
5 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
6 the same or any other covenant or condition.

7 **31. CHOICE OF LAW.**

8 This Agreement shall be governed by the laws of the State of California. This Agreement is
9 made and entered into in Imperial County, California. Any action brought by either party with respect
10 to this agreement shall be brought in a court of competent jurisdiction within said County.

11 **32. ATTORNEYS' FEES.**

12 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
13 the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorneys'
14 fees and actual costs to be paid by the losing party as fixed by the court.

15 **33. AUTHORITY.**

16 **33.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
17 warrants that:

18 **33.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
19 CONSULTANT;

20 **33.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
21 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

22 **33.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

23 **33.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
24 foregoing within thirty (30) days of execution of this Agreement.

25 **34. COUNTERPARTS.**

26 This Agreement (as well as any amendments hereto) may be executed in any number of
27 counterparts, each of which when executed shall be an original, and all of which together shall
28

1 constitute one and the same Agreement. No counterparts shall be effective until all Parties have
2 executed a counterpart hereof.

3 **35. REVIEW OF AGREEMENT TERMS.**

4 **35.1.** Each Party has received independent legal advice from its attorneys with respect to the
5 advisability of making the representations, warranties, covenants and agreements provided for herein,
6 and with respect to the advisability of executing this Agreement.

7 **35.2.** Each Party represents and warrants to and covenants with the other Party that:

8 **35.2.1.** This Agreement in its reduction to final written form is a result of extensive
9 good faith negotiations between the Parties and/or their respective legal counsel;

10 **35.2.2.** The Parties and their legal counsel have carefully reviewed and examined this
11 Agreement for execution by said Parties; and

12 **35.3.** Any statute or rule of construction that ambiguities are to be resolved against the
13 drafting party shall not be employed in the interpretation of this Agreement.

14 **36. NON-APPROPRIATION.**

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

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

21
22 COUNTY OF IMPERIAL

22 CONSULTANT
23 [CONSULTANT NAME]

24
25 By: _____
26 [chairman name], Chairman
Imperial County Board of Supervisors

25 By: _____
26 [Designee]

27
28 **ATTEST:**

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Clerk of the Board,
County of Imperial, State of California

APPROVED AS TO FORM:

MICHAEL L. ROOD
County Counsel

By: _____
[ATTORNEY NAME]
[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.