

Department of Public Works Imperial County, California
Public Works works for the Public



REQUEST FOR PROPOSALS

**Design Engineering and Preliminary Environmental Consulting Services for
Brandt Road Bridge Replacement Project at Alamo River in Imperial County
Bridge No. 58C-0165
County Project No. 7094BRF**

Requested by:

John A. Gay, PE
Director of Public Works

Reviewed By:

Robert Urena III, PE
Principal Engineer

Deadline for Submissions: February 8, 2024 by 4:00 P.M

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

**RFP Issued on January 22, 2024
Questions due January 31, 2024**

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*

D – Preliminary Project Description for CEQA

I. PURPOSE AND BACKGROUND

Design Engineering and Preliminary Environmental Consulting Services are required by the Imperial County Public Works Department (County). The County proposes to replace the existing Brandt Road Bridge over Alamo River. The project includes the demolition, removal and disposal of the existing bridge, abutments, piles, road surfacing and approaches with replacement with a new single span bridge to be reconstructed on the same alignment.

The purpose of the proposed project is to replace the existing, 1950 wood bridge with a new single span bridge crossing that would satisfy current design and seismic standards. The existing bridge is an approximate 150 foot long, ten-span bridge with all pile bents in the river. The proposed single span bridge will ensure the river flow is not impeded.

Brandt Road is within the northern portion of the Imperial Valley, southwest of the city of Calipatria, CA and east of the Salton Sea. It currently carries predominantly agricultural and nearby geothermal industry traffic. However, its location is critical to the future Lithium Valley development in this area.

The Lithium Valley is a recent, reference to a portion of the Imperial County unincorporated lands located at the southeast side of the Salton Sea in California. The State recently created the Lithium Valley Commission, directed to review, investigate, and analyze opportunities and benefits for lithium recovery and use in the State, as this and other minerals are being developed from geothermal brine in the Salton Sea Geothermal Resource Area.

As geothermal, mineral and lithium extraction, and related heavy industries are exploring and proposing large projects in the area, the transportation infrastructure in this Lithium Valley are noticeably either lacking, or at risk of inability to serve this increased development. These areas have been, and still are also a significant part of the existing agricultural economy of the region and already at risk of transportation disconnects due to an aging transportation infrastructure network.

Brandt Road, can address north-south traffic along a twelve-mile route, starting at the south at Hwy 78/86, between the cities of Westmorland and Brawley, finishing north at Sinclair Road where many heavy geothermal industries currently operate and is where the future of Lithium Valley is expected to develop. The bridge location is approximately 2.5 miles southwest of the city of Calipatria.

The primary objective of the proposed project is to provide a safe and reliable crossing for the public that meets all current design standards, will support current agricultural and local traffic, and heavy geothermal, lithium & other metal extraction industry development in this area.

Funding

The County was awarded four million dollars in federal Community Project Funded Congressional Directed Spending (CPFCDs) program funds for the construction phase of the subject project.

Preliminary Engineering Services

The County requests proposals from qualified and experienced engineering professionals with a strong background in bridge design and environmental services to provide design engineering and preliminary environmental services.

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It is anticipated that services will include field review, field engineering (surveying & topography), geotechnical studies, preparation of plans, specifications, and environmental studies as applicable, and cost estimates for replacement of the existing bridge and road approaches. It is likely that this project will be done in three phases including preliminary bridge strategy report, CEQA/NEPA clearance, and final design & permitting, with bid and construction related support included.

The contract will be regulated according to the provisions of all applicable Federal, State and local laws and ordinances. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775. There is no DBE goal for participation and/or award of this RFP. However, County encourages utilization and participation of qualified disadvantaged business firms in its contracting and procurement activities.

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:

Phase 1 - Preliminary Bridge Strategy Report and CEQA/NEPA Clearance

A thorough evaluation of the Brandt Road Bridge at Alamo River project site needs to be addressed with extensive evaluation for bridge design and road approaches for Phase 1. Consideration for reinforced or prestressed concrete, and steel bridge structure types are expected to be provided for review within a preliminary bridge strategy report that will be used as a basis for cost benefit. It is expected that the general alignment of the roadway will remain the same as well as the traffic capacity of the roadway. The final alternative will be chosen based upon cost, right of way impact, constructability, number of third party permit requirements, speed of delivery and limited impacts to both the environment, Alamo River, and traveling public. A single span structure is desired as part of this project to provide better maintenance and flow for the river.

It is expected that this bridge replacement project will require both a NEPA and CEQA clearance designation. The consultant shall provide costs up to and including a Mitigated Negative Declaration. In the event a higher level environmental document is determined through the County of Imperial's Planning and Development Department, the County will reopen the contract and may provide necessary increases as determined by ICDPW. It is expected that the Consultant shall also attend the public hearings/ meetings for both the Environmental Evaluation Committee, the Planning Commission and County Board of Supervisors if necessary.

The current bridge is an older structure which may require coordination with the State Historic Preservation determination and recommendation as part of the CEQA/NEPA process. Additionally, a cultural/ biological assessment is also expected to be completed as part of the environmental review. Once the final alternative is chosen and CEQA and NEPA are completed the consultant will then move into the design phase. Final selection shall be by both County and Caltrans Local Assistance and Structures, as required.

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Phase 2 – Final Design and Permitting Phase

The scope of work during Phase 2 is to provide professional design engineering services to the County’s Public Works Department in accordance with all provisions within this Request for Proposals (RFP).

The scope of work, as given below, does not suggest that any items specifically not mentioned are precluded from the scope of work; nor does it suggest that all items will be required, some of which may depend on the final chosen alternative. Consultant is expected to be proactive in the prosecution of their duties.

1. Prepare detailed construction plans, specifications, estimates, and other bid documents required for bidding and project implementation. Provide copy of quantity calculations of bid items. Plans shall conform to County and California Department of Transportation (Caltrans) plan preparation criteria and format using current Caltrans Specifications. Bid items and project special provisions shall conform to County and Caltrans standard specifications or special provision and bridge design specifications.
2. Prepare and submit and obtain all necessary permits, including boring permits and third party encroachment permits for all work to be completed. Consultant shall be responsible for all permits needed for Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife, U. S. Army Corps of Engineers and National Pollution Discharge Elimination System (NPDES), required to construct the project. Any processing fees required by the permitting agencies will be the responsibility of the ICDPW.
3. If needed, prepare legal descriptions for temporary construction and right of way easements which may be required. Furnish legal descriptions on 8.5” x 11” sheet stamped by a Registered Land surveyor and on disk in Microsoft Word. Also furnish a plat drawing for each land ownership showing existing and proposed right-of-way with bearings on 8.5” x 11” sheets and electronic file in portable document format (PDF).
4. Submit three (3) complete sets (paper) of plans and bid documents to the County. Submit any technical specifications and project special provisions to the County. Submit one (1) complete set of electronic drawings in AutoCAD (Version 2015 or higher) and in Adobe PDF format.
5. As requested by the County, provide services resulting from significant changes in the general scope of the project, or its design, including, but not limited to changes in size, revisions of previously accepted studies, reports, design documents in accordance with County procedures.

The scope of work for both phases shall be in accordance with the Local Assistance Program Guidelines (LAPG), Chapter 6 of the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and Local Assistance Procedures Manual (LAPM). All work and reports, studies and deliverables must meet Caltrans current bridge and road related standards, guidelines and policies. While the design procedures shall follow Caltrans design guidelines, the Caltrans District 11 office and Caltrans HQ will not be involved in the design or permitting process.

The project shall adhere to the current editions of Caltrans Bridge Design Specifications (for bridge work) and American Association of State Highway and Transportation Officials (AASHTO) (for roadwork). The bridge replacement plan is to be developed after review of existing records, documents from Caltrans and County of Imperial as well as necessary engineering studies by the consultant. Typical engineering studies to be provided by the Consultant for Phase 1 and Phase 2 will include, but are not limited to the following:

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- Structure type selection report (Bridge Strategy Report)
- Stormwater Pollution Prevention Plan (SWPPP) (as applicable)
- Right of way & existing utility research and assessment
- Field review reports
- Geotechnical reports
- All engineering calculations as necessary to design/construct bridge
- Environmental studies and permits to clear CEQA/ NEPA (as applicable)
- Hydraulic analysis for new bridge., including Hydrology/ Drainage study
- Topographic and boundary surveys

In addition, consultant is to coordinate with the following and other appropriate agencies as necessary:

- Imperial Irrigation District (IID)
- County of Imperial
- Regional Water Quality Control Board (RWQCB)
- California Department of Fish and Wildlife; and
- U. S. Army Corps of Engineers
- Other utility agencies including AT&T, Telephone, Gas, Cable, Fiber optic, etc.

Bid documents and deliverables shall include, but are not limited to the following:

- Final Geotechnical Report
- Final Design Plans for Bridge and Roadway Approaches
 - Cover sheet with vicinity map/key map and keynotes
 - Horizontal control and vertical control sheets
 - Demolition sheets/existing utilities sheets
 - Relocation of Utilities, if required
 - Civil site bridge and roadway plan and profile sheets
 - Bridge structural sheets
 - Detail sheets
 - Erosion/sedimentation control sheets
 - Traffic control and detour sheets
 - Detail construction schedule
 - Geotechnical boring log sheet
- Specifications
 - Front end general conditions and bid form (based upon County of Imperial bidding template)
 - Special provisions (technical specifications)
 - Construction bid documents
- Final Engineering Construction Cost Estimate

Phase 3 – Bidding and Construction Support Services

The Consultant shall also provide bidding support services which includes a prebid meeting with all potential bidders prior to bid and preparation of any addendums that are required during the bidding phase of the project.

The consultant shall also be available for the preconstruction meeting with the successful contractor and provide review and recommendations for any Request's for Information (RFI's) and submittals during construction that are submitted by the Contractor or County's Resident Engineer.

Project Milestones (order will be as required by phasing and may overlap):

Task 1 – Kick Off Meeting, Review Existing Documentation

- Participate in Field Review meeting with County and other applicable parties
- Participate in Kick-off meeting with County and review project goals, scope and deliverables
- Introduce key staff – review responsibilities of County and Consultant
- Review existing photos, plans, bridge reports, documents, and prior reports from County

Task 2 – Initiate Studies, Prepare Environmental Document and Draft Project Report for Evaluation

- Perform environmental, historical, right of way, and other studies necessary to perform thorough evaluation of the project site. Prepare the project report equivalent and complete environmental document, providing alternatives for the bridge and approach alignment (if applicable). Analysis of alternatives should include cost-effectiveness and feasibility. A draft of the report will be reviewed and approved by County
- CEQA Clearance
- NEPA Clearance (if applicable)

Task 3 – Determination of Potential Bridge Options

- Based on the field evaluation, provide bridge alternatives to meet County, Caltrans and other impacted agency standards.

Task 4 – Project Design

- Bridge Structural Design and Approach Roadwork Design
- Preparation of complete Plans, Specifications and Estimates
- Detailed construction schedule

Task 5 – Permits, Utility, and Right of Way Coordination

- Obtain permits
- Assist County in obtaining right of way (as applicable)
- Coordinate with Utility Companies and Regulatory Agencies

Task 6 – Bid and Construction Assistance

- Assist County with bid process
- Provide assistance during construction

Other:

Consultant shall consider schedule of phases 1 and 2 to the best of their ability. Phase 1 is expected to be completed within 90 days of notice to proceed. The county intends to be able to request authorization for construction within Federal Fiscal Year 2025. Consultant shall consider that in their schedule, with

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assumptions needed for the various approvals. Notice to proceed with Phase 1 shall be provided after an agreement has been authorized and finalized by the Imperial County Board of Supervisors.

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 all deliverables 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, specific to bridge design, environmental clearance for CEQA and NEPA, and construction engineering.

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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 January 31, 2024* 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

Table 1 – Procurement Timeline (subject to change)

EVENT	DATE
Issue Request for Proposal	January 22, 2024
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	January 31, 2024
Proposal Due	February 8, 2024
Consultant Selection	February, 2024
Agreement for Services	March, 2024

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 Exhibit B. 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, with all costs provided in a separate sealed envelope also titled:

Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF

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

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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 February 8, 2024.*** Proposal must be clearly titled, with all costs provided in a separate sealed envelope also titled as:

Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF

Proposals are to be delivered in a sealed envelope (cost separately sealed) 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.

Clarifications 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 binding on behalf of the County. See Section V. RFP Questions, Contact Person and Schedule above.

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”

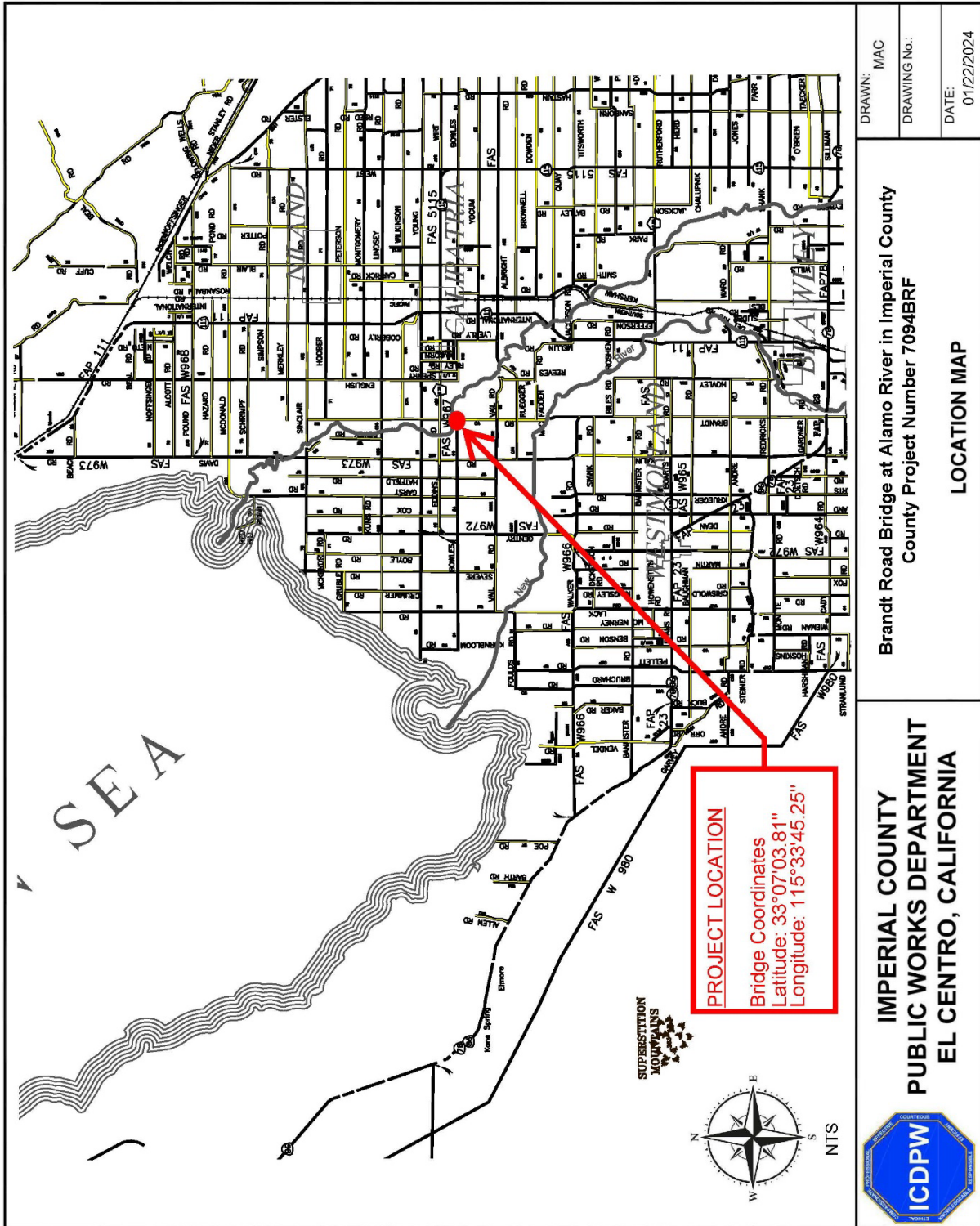
The County will not consider proposals received after the specified date and time. An amendment is considered a new proposal and will not be accepted after the specified date and time.

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

Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF



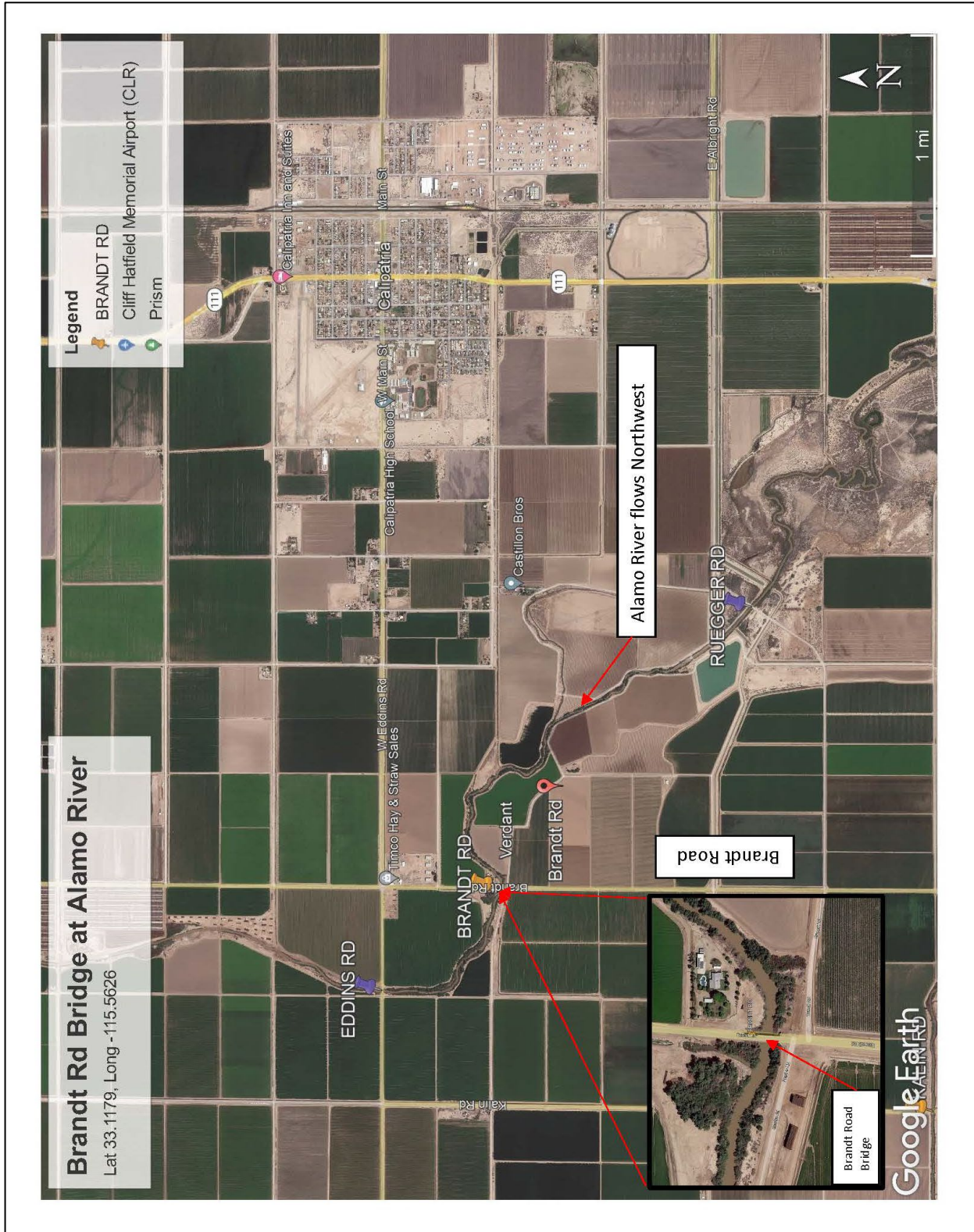


EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

(for information only)



PROPOSAL EVALUATION FORM

Request for Proposal (RFP) Preliminary Design Engineering and Preliminary Environmental Consulting Services For Replacement of the Brandt Road Bridge at the Alamo River; County Project No. 7094BRF

DATE: _____

RATING POINTS:

EVALUATOR: _____

RESPONDENT: _____

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

<u>CRITERIA</u>	<u>WEIGHT FACTOR</u>	<u>X</u>	<u>RATING</u>	<u>=</u>
<u>WEIGHTED RATING</u>				
A. Technical Approach	0.35			
• Responsiveness & understanding of work to be done, (i.e. scope of work)	(0.20)	_____		_____
• Specific experience with similar Bridge design services working with multiple permitting agencies	(0.15)	_____		_____
B. Project Management	0.30			
• Capacity to perform the scope of work and the ability to conclude in a timely manner	(0.20)	_____		_____
• Quality of staff based on recent bridge design experience	(0.10)	_____		_____
C. References	(0.05)	_____		_____
D. Familiarity and/or specific experience with local, state and federal CIP projects	(0.25)	_____		_____
E. Overall quality of proposal, including qualifications and thoroughness.	(0.05)	_____		_____
			Subtotal Score	_____
F. Previous Experience and Performance working with County of Imperial Department of Public Works				_____
(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)

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AGREEMENT FOR SERVICES

SAMPLE

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the _____ day of _____, 2021, by and between the County of Imperial, a political subdivision of the State of California, by and through its Department of Public Works (“COUNTY”) and [CONSULTANT], an active California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide updates to 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. INCORPORATION OF RECITALS.

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

2. DEFINITIONS.

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

2.2. “Proposal” shall mean CONSULTANT’s document entitled, [Proposal] and submitted to COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein this by reference.

3. CONTRACT COORDINATION.

PW 21-0179 PW

1 **3.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY
2 for all purposes under this Agreement. The Director of Public Works or his/her designee
3 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
4 progress and execution of this Agreement.

5 **3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for
6 the progress and execution of this Agreement. Should circumstances or conditions
7 subsequent to the execution of this Agreement require a substitute Contract Manager for any
8 reason, the Contract Manager designee shall be subject to the prior written acceptance and
9 approval of COUNTY's Contract Manager.

10 **4. DESCRIPTION OF WORK**

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

15 **5. WORK TO BE PERFORMED BY CONSULTANT.**

16 **5.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
17 and this Agreement.

18 **5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
19 performance of the obligations assumed by CONSULTANT hereunder; including but not
20 limited to any additional work or change orders agreed upon pursuant to written
21 authorization as described in Paragraph 6.3, and as contemplated under Sections 13, 14, and
22 28. Proposed additional work or change order requests, when applicable, will be attached
23 and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).

24 **5.3.** CONSULTANT shall:

25 **5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that
26 may be necessary and incidental to the due and lawful prosecution of the services
27 to be performed by CONSULTANT under this agreement;

28 **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,

1 ordinances, regulations, orders and decrees which may affect those engaged or
2 employed under this Agreement;

3 **5.3.3.** At all times observe and comply with, and cause all of its employees to observe and
4 comply with all of said laws, ordinances, regulations, orders and decrees mentioned
5 above; and

6 **5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
7 or inconsistency it discovers in said laws, ordinances, regulations, orders and
8 decrees mentioned above in relation to any plans, drawings, specifications or
9 provisions of this Agreement.

10 **6. REPRESENTATIONS BY CONSULTANT.**

11 **6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the
12 multiple areas specified in the Proposal. CONSULTANT has represented itself to be an
13 expert in these fields and understands that COUNTY is relying upon such representation.

14 **6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required
15 licenses and authorities to do business in the State of California and perform all aspects
16 of this Agreement.

17 **6.3.** CONSULTANT shall not commence any work under this Agreement or provide any
18 other services, or materials, in connection therewith until CONSULTANT has received
19 written authorization from COUNTY's Contract manager to do so.

20 **6.4.** CONSULTANT represents and warrants that the people executing this Agreement on behalf
21 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
22 CONSULTANT to the performance of all duties and obligations assumed by
23 CONSULTANT herein.

24 **6.5.** CONSULTANT represents and warrants that any employee, contractor and/or agent who
25 will be performing any of the duties and obligations of CONSULTANT herein possess all
26 required licenses and authorities, as well as the experience and training, to perform such
27 tasks.

28 **6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are

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- 1 true and correct.
- 2 **6.7.** CONSULTANT understands and agrees not to discuss this Agreement or work performed
3 pursuant to this Agreement with anyone not a party to this Agreement without the prior
4 permission of COUNTY. CONSULTANT further agrees to immediately advise
5 COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with
6 respect to work performed pursuant to this Agreement.
- 7 **6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
8 diligence review of its files and advise COUNTY of any conflict or potential conflict
9 CONSULTANT may have with respect to the work requested.
- 10 **6.9.** CONSULTANT understands and agrees that in the course of performance of this
11 Agreement CONSULTANT may be provided with information or data considered by the
12 owner or the COUNTY to be confidential. COUNTY shall clearly identify such
13 information and/or data as confidential. CONSULTANT shall take all necessary steps
14 necessary to maintain such confidentiality including but not limited to restricting the
15 dissemination of all material received to those required to have such data in order for
16 CONSULTANT to perform under this Agreement.
- 17 **6.10.** CONSULTANT represents that the personnel dedicated to this project as identified in
18 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.
19 CONSULTANT will not substitute other personnel or engage any contractors to work on
20 any tasks identified herein without prior written notice to COUNTY.
- 21 **6.11.** CONSULTANT understands that COUNTY considers the representations made herein
22 to be material and would not enter into this Agreement with CONSULTANT if such
23 representations were not made.

24 **7. TERM OF AGREEMENT.**

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

28 **8. COMPENSATION.**

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1 **8.1.** The total compensation payable under this Agreement shall not exceed **[amount]** unless
2 otherwise previously agreed to in writing by COUNTY, and shall be broken down as
3 follows:

4 **8.1.1.** [Cost Proposal]

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
7 CONSULTANT and based on CONSULTANT's current standard rates as set forth in the
8 Proposal. Additional services or costs will not be paid without a prior written agreement
9 between the Parties.

10 **8.3.** Except as provided under Paragraphs 8.1 and 8.2, COUNTY shall not be responsible to
11 pay 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**
15 **"B."** 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
18 invoice, not to exceed five percent (5%) of the total compensation amount of the completed
19 project. "Completion of the Project" is when the work to be performed has been completed
20 in accordance with this Agreement, as determined by COUNTY, and all subcontractors, if
21 any, have been paid in full by CONSULTANT. Upon completion of the Project
22 CONSULTANT 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
28 a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after

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1 the claim is submitted.

2 **11. 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 **12. 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,
12 canceled 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 **13. 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

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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 **14. 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 **15. 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.

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19 **16. OWNERSHIP OF MATERIALS.**

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

25 **17. INTEREST OF CONSULTANT.**

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

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1 **17.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor
2 or person having such an interest shall be employed.

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

5 **18. INDEMNIFICATION.**

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

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

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

28 **18.2.2.** Liability arising from injuries to CONSULTANT and/or any of

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CONSULTANT’s employees or agents arising out of, pertaining to, or relating to CONSULTANT’s negligent or reckless performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

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

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

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

18.2.4. Infringement of any patent rights which may be brought against COUNTY arising out of CONSULTANT’s work;

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

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

18.3. These indemnification provisions shall extend to Claims occurring after this Agreement

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1 is terminated, as well as while it is in force.

2 **19. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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- 1 CONSULTANT.
- 2 **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
- 3 and conduct itself as an independent contractor, not as an employee of COUNTY.
- 4 **19.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
- 5 or obligate COUNTY in any way without the written consent of COUNTY.
- 6 **20. INSURANCE.**
- 7 **20.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
- 8 during the entire term of this Agreement and any extended term therefore, insurance in a
- 9 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
- 10 connection with the performance of this Agreement and in any event not less than the
- 11 minimum limit set forth in the “Minimum Insurance Amounts” attachment to RFP
- 12 (**Exhibit “A”**) which are incorporated as if set forth fully herein.
- 13 **20.2. Special Insurance Requirements.** All insurance required shall:
- 14 **20.2.1.** Be procured from California admitted insurers (licensed to do business in
- 15 California) with a current rating by Best’s Key Rating Guide, acceptable to
- 16 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
- 17 ratings must be approved in writing by COUNTY.
- 18 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
- 19 maintained by COUNTY shall be in excess of CONSULTANT’s insurance
- 20 coverage and shall not contribute to it.
- 21 **20.2.3.** Name The Imperial County Department of Public Works and the County of
- 22 Imperial and their officers, employees, and volunteers as additional insured on all
- 23 policies, except Workers’ Compensation insurance and Errors & Omissions
- 24 insurance, and provide that COUNTY may recover for any loss suffered by
- 25 COUNTY due to CONSULTANT’s negligence.
- 26 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
- 27 and contains a cross-liability or severability of interest clause.
- 28 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty

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1 (30) days written notice has been given to COUNTY. CONSULTANT may not
2 terminate such coverage until it provides COUNTY with proof that equal or better
3 insurance has been secured and is in place. Cancellation or change without prior
4 written consent of COUNTY shall, at the option of COUNTY, be grounds for
5 termination of this Agreement.

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

10 **20.3. Additional Insurance Requirements.**

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

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

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

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insured and contains a cross-liability or severability of interest clause.

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

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

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

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

County of Imperial
Risk Management Department
Re: County Project No. [Project Number]
940 Main Street, Suite 101
El Centro, CA 92243

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///

County of Imperial
Department of Public Works
Re: County Project No.[Project Number]
155 South 11th Street
El Centro, CA 92243

20.6. 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.

21. PREVAILING WAGE.

21.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-

1 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.
2 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
3 COUNTY's Department of Public Works and/or Clerk of the Board of Supervisors, and
4 available to any interested party upon request. CONSULTANT shall post copies of the
5 prevailing wage rate of per diem wages at the Project site.

6 **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

7 **21.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
8 Code section 1776 regarding retention and inspection of payroll records and
9 noncompliance penalties; and

10 **21.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
11 Code section 1777.5 regarding employment of registered apprentices; and

12 **21.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
13 Code section 1810 regarding the legal day's work; and

14 **21.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1813 regarding forfeiture for violations of the maximum hours per
16 day and per week provisions contained in the same chapter.

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

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

26 **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with COUNTY
27 the following certification: "I am aware of the provisions of California Labor Code
28 §§3700 et seq. which require every employer to be insured against liability for workers'

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1 compensation or to undertake self-insurance in accordance with the provisions of that
2 code, and I will comply with such provisions before commencing the performance of the
3 work of this contract.”

4 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers’ Compensation pursuant to statutory requirements
8 prior to beginning work on the Project.

9 **22.4.** If CONSULTANT has no employees, initial here: _____.

10 **23. ASSIGNMENT.**

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

14 **24. NON-DISCRIMINATION.**

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

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

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1 **24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
2 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
3 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
4 seq.).

5 **24.4.** The applicable regulations of the Fair Employment and Housing Commission
6 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
7 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
8 reference and made a part hereof as if set forth in full.

9 **24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
10 are incorporated into this Agreement by reference and made a part hereof as if set forth
11 in full.

12 **24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations under
13 this clause to labor organizations with which they have a collective bargaining or other
14 agreement.

15 **24.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of this
16 clause in all subcontracts to perform work under this Agreement.

17 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

18 **25.1.** When applicable, CONSULTANT represents and warrants that it has fully read the
19 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this
20 Project and has fully and accurately completed any and all required DBE forms.

21 **25.2.** CONSULTANT represents and warrants that it will comply with all applicable DBE
22 requirements for this Project.

23 **25.3.** CONSULTANT shall comply with any applicable DBE provisions attached hereto as
24 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

25 **25.4.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY
26 due to CONSULTANT’s failure to either comply with the DBE requirements set forth in
27 the RFP and this Agreement, or to meet the mandatory DBE goals as determined by
28 COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or

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1 federal agency contributing funds to the Project, then CONSULTANT shall fully
2 reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct
3 any such loss in funding from the amount of compensation due to CONSULTANT under
4 this Agreement.

5 **25.5.** In addition to the above, CONSULTANT's failure to comply with DBE
6 requirements/goals shall subject it to such sanctions as are permitted by law, which may
7 include, but shall not be limited to the following:

8 **25.5.1.** Termination of this Agreement;

9 **25.5.2.** Withholding monthly progress payments;

10 **25.5.3.** Compensatory, special, incidental, liquidated and other damages; and/or

11 **25.5.4.** Designation of CONSULTANT as "nonresponsible," and disqualification from
12 bidding on future public works projects advertised by COUNTY.

13 **26. NOTICES AND REPORTS.**

14 **26.1.** Any notice and reports under this Agreement shall be in writing and may be given by
15 personal delivery or by mailing by certified mail, addressed as follows:

16	COUNTY	CONSULTANT
17	Director of Public Works	
18	Re: County Project No.[Project Number]	
19	155 South 11th Street	
	El Centro, CA 92243	

20	County of Imperial	
21	Clerk of the Board of Supervisors	
22	Re: PW County Project No.[Project Number]	
	940 W. Main Street, Suite 209	
	El Centro, CA 92243	

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

26 **26.3.** The addressees and addresses for purposes of this Section may be changed to any other
27 addressee and address by giving written notice of such change. Unless and until written
28 notice of change of addressee and/or address is delivered in the manner provided in this

1 Section, the addressee and address set forth in this Agreement shall continue in effect for
2 all purposes hereunder.

3 **27. ENTIRE AGREEMENT.**

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

7 **28. MODIFICATION.**

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

10 **29. CAPTIONS.**

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

13 **30. PARTIAL INVALIDITY.**

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

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

19 **31.1.** As used in this Agreement and whenever required by the context thereof, each number,
20 both singular and plural, shall include all numbers, and each gender shall include a
21 gender.

22 **31.2.** CONSULTANT as used in this Agreement or in any other document referred to in or
23 made a part of this Agreement shall likewise include the singular and the plural, a
24 corporation, a partnership, individual, firm or person acting in any fiduciary capacity as
25 executor, administrator, trustee or in any other representative capacity or any other entity.

26 **31.3.** All covenants herein contained on the part of CONSULTANT shall be joint and several
27 if more than one person, firm or entity executes the Agreement.

28 **32. WAIVER.**

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

4 **33. CHOICE OF LAW.**

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

8 **34. AUTHORITY.**

9 **34.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
10 warrants that:

11 **34.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
12 CONSULTANT;

13 **34.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

16 **34.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
17 foregoing within thirty (30) days of execution of this Agreement.

18 **35. COUNTERPARTS.**

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

23 **36. REVIEW OF AGREEMENT TERMS.**

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

28 **36.2.** Each Party represents and warrants to and covenants with the other Party that:

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1 **36.2.1.** This Agreement in its reduction to final written form is a result of extensive good
2 faith negotiations between the Parties and/or their respective legal counsel; and
3 **36.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this
4 Agreement for execution by said Parties.

5 **36.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
6 party shall not be employed in the interpretation of this Agreement.

7 **37. NON-APPROPRIATION.**

8 **37.1.** All obligations of COUNTY are subject to appropriation of resources by various federal,
9 State, and local agencies, including but not limited to the U.S. Department of
10 Transportation (“DOT”) and the California Department of Transportation (“Caltrans”).

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

16 **37.3.** If sufficient funds for the Project are not appropriated, this Agreement may be amended
17 or terminated in order to reflect said reduction in funding.

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

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

22 38.1. Pertinent Nondiscrimination Authorities:

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

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

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Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF

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- and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities

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with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- (k) Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

[Signatures to Follow on Next Page]

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

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Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF

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County of Imperial

[Consultant]

By: _____

By: _____

Michael W. Kelly, Chairman
Imperial County Board of Supervisors

[Signatory]

ATTEST:

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

APPROVED AS TO FORM:

Eric Havens,
County Counsel

By: _____

Faye Winkler,
Deputy County Counsel

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MINIMUM INSURANCE AMOUNTS

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

Insurance Minimum Amounts *

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

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

*Minimums subject to additional review after Consultant is selected.

EXHIBIT D

PRELIMINARY PROJECT DESCRIPTION FOR CEQA

Brandt Road Bridge at Alamo River

Bridge 58C-0165

Preliminary Project Description for CEQA

Project Purpose and Objectives

The Imperial County Public Works Department (County) proposes to replace the existing Brandt Road Bridge over Alamo River. The project includes the demolition, removal and disposal of the existing bridge, abutments, piles, road surfacing and approaches with replacement with a new single span bridge to be reconstructed on the same alignment.

The purpose of the proposed project is to replace the existing, 1950 wood bridge with a new single span bridge crossing that would satisfy current design and seismic standards. The existing bridge is an approximate 150 foot long, ten-span bridge with all pile bents in the river. The proposed single span bridge will ensure the river flow is not impeded.

Brandt Road is within the northern portion of the Imperial Valley, southwest of the city of Calipatria, CA and east of the Salton Sea. It currently carries predominantly agricultural and nearby geothermal industry traffic. However, its location is critical to the future Lithium Valley development in this area.

The Lithium Valley is a recent, reference to a portion of the Imperial County unincorporated lands located at the southeast side of the Salton Sea in California. The State recently created the Lithium Valley Commission, directed to review, investigate, and analyze opportunities and benefits for lithium recovery and use in the State, as this and other minerals are being developed from geothermal brine in the Salton Sea Geothermal Resource Area.

As geothermal, mineral and lithium extraction, and related heavy industries are exploring and proposing large projects in the area, the transportation infrastructure in this Lithium Valley are noticeably either lacking, or at risk of inability to serve this increased development. These areas have been, and still are also a significant part of the existing agricultural economy of the region and already at risk of transportation disconnects due to an aging transportation infrastructure network.

Brandt Road, can address north-south traffic along a twelve-mile route, starting at the south at Hwy 78/86, between the cities of Westmorland and Brawley, finishing north at Sinclair Road where many heavy geothermal industries currently operate and is where the future of Lithium Valley is expected to develop.

Design Engineering and Preliminary Environmental Consulting Services for Brandt Road Bridge Replacement Project at Alamo River in Imperial County; Bridge No. 58C-0165; County Project No. 7094BRF

The bridge location is approximately 2.5 miles southwest of the city of Calipatria.

The primary objective of the proposed project is to provide a safe and reliable crossing for the public that meets all current design standards, will support current agricultural and local traffic, and heavy geothermal, lithium & other metal extraction industry development in this area.

Project Funding and Jurisdiction

The proposed project would be funded through Community Project Funded Congressional Directed Spending (CPFCDs) Program funds at 88.53% reimbursement with the local match from Imperial County local funds. The County was advised of \$4 million available under this program.

The County is the lead agency under the California Environmental Quality Act (CEQA), but will defer to the State for NEPA clearance. The appropriate level of review under CEQA is expected to be through an Initial Study/Mitigated Negative Declaration to be prepared pursuant to CEQA. NEPA will be coordinated with Caltrans and other permitting agencies during the Preliminary Engineering phase which will also engage in the environmental documentation required.

Project Location

The project site is located in Imperial County at the intersection of Sections 24, Township 12 S, Range 13 East and Section 19, Township 12 S, Range 14 East, SBM.

The existing bridge is located on Brandt Road, at Alamo River, approximately 2.5 miles southwest of the city of Calipatria in Imperial County. The surrounding area is agricultural lands.

Bridge and Approach Road

The County prefers a single span bridge due to positive experience with design and construction of other recent bridge replacement projects. The existing two-lane road way would occupy the same alignment as the existing roadway along the existing bridge. The proposed Brandt Road approach roads would include two 12-foot-wide lanes, two 8-foot wide unpaved shoulders, and a 55-mile-per-hour (mph) design speed. These will taper to match the existing north and south roadway, which has unpaved shoulders.

It is important to note that the 20' centerline to edge of shoulder is typically the drainage borrow pit flowline. The 20' clearance per lane is typical for the unincorporated County road system, meeting current standards. This standard is critical for the agricultural community, for its common heavy agricultural equipment.

Site Preparation

Vegetation would be removed during site preparation to clear the channel for the placement of any slope protection at the proposed bridge abutments. This may be performed after bridge demolition/removal, including removal of existing wood piles from the Alamo River channel.

Staging Area Preparation

Staging areas would be used to store project materials and equipment throughout construction. Staging areas include existing Brandt Road and the Alamo River bank areas that may front the project. This will be determined during the design phase. Traffic control, barricades and construction sign plans would be prepared to ensure no public traffic enters this area during construction with a road closure and detour.

Bridge Demolition/Removal

The existing bridge abutments and associated piles would be demolished and removed prior to vegetation removal and construction of the new bridge. Demolition activities would be designed to minimize impacts to the river. Removal of the existing bridge wood pile supports will consist of breaking them off at or just under the channel bottom surface level. The piles are wood and lateral load imposed by a large excavator will fracture the piles near or below the drain bottom. Once the piles are broken off, the excavator, with a chain, will lift the pile out of the drain and they will be transported to an appropriate disposal facility. Using a temporary sheet pile containment system and removing the temporary sheet piles would result in a larger amount of “dirty water” than breaking them off without containment. The abutment piles, most of which are exposed due to drain bank erosion, will be removed in a similar manner. All work will need to occur as the river flows, with no proposed bypass or containment.

All equipment required for removal of the existing bridge abutments/piles would be staged on and operated from the banks of the channel and/or Brandt Road.

Road Replacement

After bridge construction is complete, the Brandt Road approaches, approximately 200’ on each side of the bridge, will be placed. The road structural section will include aggregate base and asphalt concrete with striping and any signage needed to match existing roadway on each side of the bridge. Road drainage will be considered so that no erosion of the river bank will occur.

Water Consumption

The proposed project would require water for dust control during ground disturbing and earth compaction activities. Water would likely be obtained from a nearby Imperial Irrigation District canal, through the IID encroachment permit process.

Traffic Control and Detour

Traffic along Brandt Road will be closed at the bridge with a detour provided for safety. Nearby roads primarily serving the agricultural and geothermal community would be used for detour. The roads to be used for detour would be Rutherford Road south and Eddins Road north of the bridge. Kalin Road, approximately one mile west of Brandt Road would serve as the north-south alternate. Construction, when initiated will maintain the existing road closure in place until the project bridge crossing has been completed, and then the road would be opened.

Construction Equipment and Schedule

The type of equipment required for the proposed project would include the following, at a minimum:

- Excavators
- Dozers
- Cranes
- Water truck
- Hot-mix asphalt spreader and roller
- Dump trucks
- Misc power/hand tools
- Personal trucks and vehicles
- Front End Loader
- Concrete trucks and pump;
- Motor Grader
- Sweepers
- Flatbed trucks
- Pile Driver

Construction activities would begin during 2026 and last 5 months. Preference to conduct the work during low flow periods of December – February are recommended. Construction activities are generally not anticipated to occur at night. Any lighting used at night would be shielded and directed downward in the work areas.

Right-of-Way

No new right of way is required as all work would occur within existing County road rights of way. All staging during construction would also occur within existing County road right of way. The proposed Brandt Road approach roads would include two 12-foot-wide lanes, two 8-foot wide unpaved shoulders which would taper to match the bridge section which would have paved shoulders. This would serve the existing road classification as a minor collector/rural road under the County’s Circulation Element.

Permitting

The proposed project may require permits and approvals prior to construction. It is anticipated that focused environmental studies will be performed in coordination with these permits.

Permits and approvals currently anticipated may include the following:

Permit or Approval	Agency	Function
1602 Streambed Alteration Agreement	California Department of Fish and Wildlife (CDFW)	For work in Alamo River to remove existing wood piles.
Waste Discharge Requirements	Colorado River Regional Water Quality Control Board	For work in Alamo River to replace the Brandt Road Bridge.
Army Corps of Engineers Permit pursuant to Section 404 of the Clean Water Act	Army Corps of Engineers	For work in Alamo River to replace the Brandt Road Bridge.

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National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	State Water Resources Control Board (SWRCB)	Reduce erosion of soils and siltation of Alamo River during construction activities.
Dust Control Permit	Imperial County Air Pollution Control District (ICAPCD)	Reduce dust from construction activities.
Construction Encroachment Permit	IID	Construction water for dust control & other activities.

END