

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



REQUEST FOR PROPOSALS

**NILAND WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM
RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES
COUNTY PROJECT NUMBER 6582NSD**

**California Department of Housing and Community Development (HCD)
Through its Community Development Block Grant (CDBG) Program
HCD Project Number SR49337
CDBG Grant No. 20-CDBG-12086**

United States Department of Agriculture (USDA) Rural Development

Requested by:

John A. Gay, PE
Director of Public Works

Deadline for Submissions: Monday, February 12, 2024 by 4:00 P.M to:

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

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

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://efiling.dir.ca.gov/PWCR/
Classifications and Minimum Labor Rates	http://www.dir.ca.gov/OPRL/Pwd/

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EXHIBITS

Exhibit A - RFP Intake Form

Exhibit B - Sample Agreement for Services

****No changes shall be made to consultant agreement***

Exhibit C - .Minimum Insurance Requirements

****No changes shall be made to insurance requirements***

Exhibit D - Evaluation Form

I. BACKGROUND

The County of Imperial Department of Public Works (County) is requesting proposals from civil engineering firms to provide Resident Engineer (RE) and Construction Inspection (CI) services for the Niland Wastewater Treatment Plant and Collection System construction project. The Niland Wastewater Treatment Plant and Collection System construction project is financed by the California Department of Housing and Community Development (HCD) through its Community Development Block Grant (CDBG) and is subject to the rules and regulations of the Housing and Community Development Act of 1974 and all amendments thereof.

The purpose of this Request for Proposal (RFP) is to provide the County with the assurance that this County administered project is constructed in substantial compliance with the plans and specifications that all local, state, and federal provisions which may be required due to the specific funding requirements are adhered to. An important objective is to maintain a level of high quality Resident Engineer and Construction Inspection services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

Consultants and Subconsultants on this project must comply with U.S. Department of Housing and Urban Development (HUD) contract provisions 24 CFR part 85.36(i), the Federal Davis-Bacon and Related Acts, California Department of Regulations Wage Determinations and California Labor Codes pertaining to Public Works projects, Nondiscrimination, Equal Employment Opportunity, and Affirmative Action, as applicable. The County is an equal employment opportunity employer; businesses owned by women or minorities (WBE/MBE) are strongly encouraged to apply.

It is required that each Consultant and subconsultants submitting a proposal under this RFP be fully registered under SAM.gov. Prime Consultants shall provide proof of SAM.gov registration (screenshots, registration completion receipts,) for all firms completing services for this project. Prime Consultants and Subconsultants must have completed the SAM.gov registration process with a Unique Entity Identifier (UEI) upon submission of a proposal. Failure to provide proof of Active registration will result in a “Non Responsive” proposal and will not proceed to the evaluation process.

II. SCOPE OF WORK

The scope of work is to provide the necessary Resident Engineer (RE) and Construction Inspection (CI) Services to the County Public Works Department in accordance with all provisions within this RFP. These services will be needed during the course of the construction work from date of award of the construction project and notice to proceed to contractor, through construction and until Notice of Completion of construction is recorded by the County of Imperial Clerk/Recorder for the construction acceptance by County. Consultant shall provide a dedicated full time person or persons as needed to provide Resident Engineer and Construction Inspection Services for this specific project which is funded with local and federal funds. The RE shall be a California licensed Civil Engineer. Please be advised that geotechnical services will be provided by the County under a separate procurement.

The RE will schedule and conduct a preconstruction meeting for the project, coordinating with the County, project designer, utility companies, the contractor, and other parties or agencies involved in the construction. The RE will prepare an agenda to be reviewed and approved by the County. The meeting will address job site safety, labor compliance, permit requirements and critical items of work. The RE will attend and conduct the meeting and prepare detailed meeting minutes, which will be provided to the County and the Contractor within 48 hours of the meeting.

Weekly meetings shall be scheduled by the Consultant with the RE, the County, and Contractor at the Imperial County Department of Public Works (ICDPW). The RE will provide a weekly written summary for the ICDPW Director, which includes project progress, weekly plan, and pending issues. The RE will provide at least weekly face to face coordination with designated ICDPW staff with provision for pick up and drop off of correspondence, material testing data, and contractor information. All original hard copy project records shall be provided on a weekly basis to the County for review, oversight, and record keeping. Consultant will prepare and forward Agendas and Memoranda for all project related meetings.

Consultant will be responsible for the initial coordination with the Contractor regarding pay applications and change order requests. Consultant will conduct preliminary reviews of payment applications, change orders and requests for information (RFI) submitted by the Contractor. The payment applications, change orders and RFIs will be reviewed with County of Imperial staff prior to finalization.

Consultant is to obtain and review all communications and invoices by material testers and contractors, verify and deliver them to the ICDPW for approval. Consultant shall be the designated contact for communications and coordination between the County and the contractors, material testers and other parties involved with the construction. The Consultant shall administer the project in accordance with the special provisions for the project.

Bidding Documents (Notice to Contractors) and plans and specifications for the construction work referred to for this project are available on the Public Works website that can be found at:
<https://publicworks.imperialcounty.org/projects-out-to-bid/>

Consultant shall provide the necessary RE, construction management and construction inspection services for the project from the date of award of construction through the end of construction and notice of completion, as mentioned above. However, additional project related duties such as bid document review for familiarity, bid result reviews, preconstruction meeting, storm water pollution prevention compliance and project closure documentation and review will also be required. Consultant is expected to be proactive in the prosecution of his duties. This clarification does not suggest that any items specifically not mentioned are precluded from the scope of work.

It is important that the project be inspected on a full time basis when the Contractor is present at the site. The RE shall possess a thorough understanding of the plans, specifications and addendums. In addition, it is important that the RE/Inspector review and have a thorough understanding of the approved submittal documents, Air Pollution Control District requirements, and project schedule. The RE is to report to the County of Imperial representative on a daily basis. The RE will forward the Daily Inspection Reports and associated photographs to the County of Imperial representative and Contractor via e-mail each evening after the conclusion of daily construction activities. The forwarding of project reports at the conclusion of each day facilitates up-to-date communication and identifies/clarifies important issues as those issues occur. Consultant shall coordinate and monitor applicable material testing and inspections for this project in accordance with the project improvement plans, specifications and contract documents. Consultant is to monitor overall project safety.

Consultant is to act as the primary point of contact for the County of Imperial, utility surveyors and the Contractor. Consultant is to review daily problems which arise. Consultant is to assess the problems, inform all parties of the problems and attempt to resolve the problems to the satisfaction of all parties. Consultant will also coordinate noticing to the public and appropriate public safety agencies regarding construction related impacts. Consultant shall meet with public safety agencies as needed.

RE and Inspection for this project shall be accomplished in accordance with the project improvement plans, and specifications and technical conditions. Engineer's daily inspection reports, project files, construction records and procedures, safety provisions, labor compliance provisions, contract change orders, material sampling and testing, response to Request for Information forms, storm water pollution prevention management and similar items shall be accomplished in accordance with the plans, specifications and contract documents. Consultant must be aware of the Quality Assurance Program (QAP) and demonstrate detailed project records.

Consultant will complete the Labor Standards Compliance Monitoring in accordance with California Labor Codes. The Resident Engineer Labor Standards Compliance Officer (LCO) will conduct payroll reviews of the Contractors and Subcontractors participating on this project. The LCO will review the fringe benefits, deductions and mathematical computations. The apprenticeship employment requirements will be verified.

Consultant will note as-built conditions at the project site. As-built conditions differing from the bid set improvement plans will be illustrated on the as-built drawings prepared at the conclusion of the project.

Consultant will conduct a pre-final inspection. A list of pre-final inspection items will be completed and forwarded to the Contractor and County of Imperial representatives. The final inspection is to be completed with County of Imperial representatives and the Contractor. A final list of items to be completed (punch list) including deficiencies to be remedied will be prepared and forwarded to all parties. Consultant shall monitor the successful completion of punch list items. Consultant shall assist the County of Imperial with the filing of the Notice of Completion at the time the project is substantially complete.

Throughout the construction of the project, Consultant will maintain orderly project files including, but not limited to, Daily Inspection Reports, Submittal Reviews, and similar project documentation. Consultant must be aware of the Quality Assurance Program (QAP) and demonstrate detailed project records. Upon project completion, two (2) sets of project notebooks, including all project records, shall be forwarded to the County, compiled in a three (3) ring binder, prominently labeled on the face and spine with the appropriate Project title.

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

Upon project completion, Consultant will also prepare a detailed project summary report documenting the condition of the project prior to rehabilitation and the improvements to the project after project completion. Photographs of the work site prior to commencement of work, during construction, and after completion of construction are to be included in the record of the project. The project summary report will also include the initial project budget, change orders and final project budget and include major project milestones and events. The project summary shall include a brief detailing of the dates of bid release, bid opening, dates of issue of Notice to Proceed to Contractor and Consultant, number of working days and a brief detailing of the project.

Two (2) sets of the project summary are to be provided in three (3) ring binders, as well as in Portable Document Format (PDF) USB thumb drive. The project summary shall be labeled with the same information as the comprehensive project record detailed above.

Construction Work Detail

The County proposed to improve the Niland County Sanitation District Wastewater Treatment Plant that is located in Niland, CA along Alcott Road, 2,000 feet west of State Route 111, along with sewer pipelines located along Alcott Road and State Route 111. The scope of works includes, but is not limited to the following: improvements to the existing influent headworks structure, existing aeration pond liners, existing disinfection system facilities, existing site piping, existing site entrance driveway, and existing collection system pipeline; construction of a new effluent pump station, new forcemain pipeline to three (3) new evaporation/infiltration ponds with a total area of 31 acres, new perimeter fencing, new canal water pipeline, and new site specific non-potable water facility.

The work will be substantially complete within three hundred thirty six (336) days.

Bidding Documents (Notice to Contractors) and Plans and Specifications for the construction work referred to for this project are available on the Public Works website at:

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

III. SCHEDULE OF EVENTS

EVENT	DATE
Issue Request for Proposal	Friday, January 12, 2024
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	Thursday, January 25, 2024
Proposal Due	Monday, February 12, 2024
Consultant Selection	March 2024
Agreement for Services Notice to Proceed	April/May 2024
Pre-Construction Meeting	May 2024

IV. 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 WWTP 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. County will retain 5% of each invoice for services and will release final retention upon project completion. .

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.

V. PROPOSAL CONTENT AND INFORMATION

At a minimum, proposals should include:

1. RFP Intake Form and Letter of Interest: Complete 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. Consultants are required to complete and submit RFP Intake Form provided in Exhibit A with proposals
2. Statement of Qualifications (including proof of state and federal registrations): Describe the company's qualifications and experience related to multi-modal transportation planning. Provide screenshots of active status for SAM.gov registration and firm's Unique Entity Identified (UEI). Each consultant shall be registered with the California Department of Industrial Relations upon submission of a proposal. 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".
3. 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.
4. References: Provide at least three (3) references, with contact information, for which work of similar scope and scale have been provided within the last three (3) years, inclusive of name, address, contact information, dates services were performed and values of contracts
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

Any costs incurred in the preparation of a proposal, presentation, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The County bears no responsibility and no liability for costs incurred by respondents prior to issuance of a contract.

Prospective consultants must demonstrate a willingness and ability to comply with all documents, including but not limited to, the agreement for services, a sample of which is identified as Exhibit B and the minimum insurance requirements provided in Exhibit C.

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.

Proposals received shall be reviewed according to the criteria and weighting shown in Exhibit D. In addition to County 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.

VII. CONSULTING AGREEMENT

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. *A sample agreement and minimum insurance amounts are attached for review as Exhibit B and Exhibit C, respectively.*

Any contract resulting from this RFP will be financed by the California Department of Housing and Community Development (HCD) through its Community Development Block Grant (CDBG) and is subject to the rules and regulations of the Housing and Community Development Act of 1974 and all amendments thereof

VIII. FEDERAL REGULATIONS

Affirmative Action

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the UNITED States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). County hereby notifies all bidders that it will affirmatively insure that in any

contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

Section 3

The work to be performed under this contract in on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

Federal Terms and Conditions

During the performance of the contract, the Consultant must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in 12 the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.
8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an

authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD4010, Federal Labor Standards Provisions.

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

Requirements and Regulations pertaining to Reporting

The County, State CDBG, HUD and the Comptroller General of the United States of any of their duly authorized representatives shall be granted access to any books, documents, papers and recorders of Contractor which are directly pertinent the contract.

Compliance with Clean Air Act and Clean Water Act

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).\

Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency with are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into

economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub bids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Listing for County, CalTrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

IX. PROPOSAL SUBMITTAL

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive of the proposal must be received in person or by mail to Imperial County Department of Public Works no later than close of business **(4:00pm) on Monday, February 12, 2024**. Proposal must be clearly titled:

Niland Wastewater Treatment Plant and Collection System Resident Engineer and Construction Inspection Services – County Project Number 6582NSD

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

Note: Late proposals will not be considered.

X. RFP QUESTIONS AND CONTACTS

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 via email no later than close of business on Thursday, January 25, 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

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”

Imperial County Department of Public Works Request for Proposals (RFP) Intake Form

To be completed by consultant submitting a proposal. Failure to complete will result in a "Non Responsive" proposal

RFP Title: Niland Wastewater Treatment Plant and Collection System Resident Engineer and Construction Inspection

Project Number: County Project Number 6582NSD

Prime Consultant Information			
Firm Name:			
Address:		City:	State:
Zipcode:		Phone Number:	

Person Authorized to bind firm into Contract			
Name:		Title:	
Email:			

Project Manager			
Name:		Title:	
Email:			

Proposed Team: (Prime Consultant and Subconsultants)

Name	DIR Registration Number	SAM.gov Registration Dates	Unique Entity Identifier Number
<u>PRIME CONSULTANT</u>			

Note: DIR Registration Numbers and SAM.GOV registration must be current and active at the time of proposal submittal.

TO BE COMPLETED BY PUBLIC WORKS STAFF

DATE RECEIVED: _____
RECEIVED BY: _____

EXHIBIT “B”

1 **AGREEMENT FOR SERVICES**

2 (_____)

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the
4 _____ day of _____, 2024, by and between the **COUNTY OF IMPERIAL**, a political
5 subdivision of the State of California, by and through its **DEPARTMENT OF PUBLIC WORKS**
6 (“COUNTY”) and _____,
7 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm, or business entity to provide
10 _____; County Project No. _____ (“Project”); and

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

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

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

18 **1. DEFINITIONS.**

19 **1.1.** “Request for Proposal” or “RFP” shall mean that document that describes the Project and
20 project requirements to prospective bidders entitled,
21 “_____”. The Request for Proposal is attached
22 hereto as **Exhibit “A”** and incorporated herein by this reference.

23 **1.2.** “Proposal” shall mean CONSULTANT’s response documents to COUNTY’s “Request
24 for Proposal _____; County Project No. _____,” dated
25 _____ and submitted to COUNTY’s Department of Public Works. The Proposal is attached
26 hereto as **Exhibit “B”** and incorporated herein by reference.

27 **2. CONTRACT COORDINATION.**

28 **2.1.** The Director of Public Works or his/her designee shall be the representative of

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

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

8 **3. DESCRIPTION OF WORK.**

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

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

14 **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
15 and this Agreement.

16 **4.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full
17 performance of the obligations assumed by CONSULTANT hereunder.

18 **4.3.** CONSULTANT shall:

19 **4.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices
20 that may be necessary and incidental to the due and lawful prosecution of the services to be performed
21 by CONSULTANT under this agreement;

22 **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,
23 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
24 Agreement;

25 **4.3.3.** At all times observe and comply with, and cause all of its employees to observe
26 and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

27 **4.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy
28 or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above

1 in relation to any plans, drawings, specifications or provisions of this Agreement.

2 **5. REPRESENTATIONS BY CONSULTANT.**

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

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

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

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

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

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

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

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

28 **5.9.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due

1 diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT
2 may have with respect to the work requested.

3 **5.10.** CONSULTANT understands and agrees that in the course of performance of this
4 Agreement CONSULTANT may be provided with information or data considered by the owner or the
5 COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as
6 confidential. CONSULTANT shall take all necessary steps necessary to maintain such confidentiality
7 including but not limited to restricting the dissemination of all material received to those required to
8 have such data in order for CONSULTANT to perform under this Agreement.

9 **5.11.** CONSULTANT represents that the personnel dedicated to this project as identified in
10 CONSULTANT's Proposal, will be the people to perform the tasks identified therein. CONSULTANT
11 will not substitute other personnel or engage any contractors to work on any tasks identified herein
12 without prior written notice to COUNTY.

13 **6. TERM OF AGREEMENT.**

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

17 **7. COMPENSATION.**

18 **7.1.** The total compensation payable under this Agreement shall not exceed
19 _____, unless otherwise previously agreed to in writing by COUNTY.

20 **7.2.** The fee for any additional services required by COUNTY will be computed either on a
21 negotiated lump sum basis or upon actual hours and expenses incurred by CONSULTANT and based
22 on CONSULTANT's current standard rates as set forth in the Proposal. Additional services or costs
23 will not be paid without a prior written agreement between the Parties.

24 **7.3.** Except as provided under paragraph 7.1 and 7.2, COUNTY shall not be responsible to
25 pay CONSULTANT any compensation, out of pocket expenses, fees, reimbursement of expenses or
26 other remuneration.

27 **8. PAYMENT.**

28 **8.1.** CONSULTANT shall bill COUNTY on a time and material basis as set forth in **Exhibit**

1 “A.” COUNTY shall pay CONSULTANT for completed and approved services upon presentation of its
2 itemized billing.

3 **8.2.** COUNTY shall have the right to retain five percent (5%) of the total of amount of each
4 invoice, not to exceed five percent (5%) of the total compensation amount of the completed project.
5 “Completion of the Project” is when the work to be performed has been completed in accordance with this
6 Agreement, as determined by COUNTY, and all subcontractors, if any, have been paid in full by
7 CONSULTANT. Upon completion of the Project CONSULTANT shall bill COUNTY the retention for
8 payment by COUNTY.

9 **9. METHOD OF PAYMENT.**

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

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

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

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

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

25 **11.1.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers,
26 canceled checks, and other records relating to CONSULTANT’s charges for services or expenditures
27 and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer
28 period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

1 **11.2.** CONSULTANT shall maintain all reports, documents, and records, which demonstrate
2 performance under this Agreement for a minimum period of five (5) years, or for any longer period
3 required by law, from the date of termination or completion of this Agreement.

4 **11.3.** Any records or documents required to be maintained by CONSULTANT pursuant to
5 this Agreement shall be made available to COUNTY for inspection or audit at any time during
6 CONSULTANT's regular business hours provided that COUNTY provides CONSULTANT with
7 seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to
8 COUNTY, be provided to COUNTY for inspection at CONSULTANT's address indicated for receipt
9 of notices under this Agreement.

10 **12. SUSPENSION OF AGREEMENT.**

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

15 **13. TERMINATION.**

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

24 **14. INSPECTION.**

25 CONSULTANT shall furnish COUNTY with every reasonable opportunity for COUNTY to
26 ascertain that the services of CONSULTANT are being performed in accordance with the requirements
27 and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to
28 COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not

1 relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

2 **15. OWNERSHIP OF MATERIALS.**

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

8 **16. INTEREST OF CONSULTANT.**

9 **16.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
10 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with
11 the performance of the services hereunder.

12 **16.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
13 contractor or person having such an interest shall be employed.

14 **16.3.** CONSULTANT certifies that no one who has or will have any financial interest under
15 this Agreement is an officer or employee of COUNTY.

16 **17. INDEMNIFICATION.**

17 **17.1.** CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend,
18 protect and hold COUNTY and its representatives, officers, directors, designees, employees,
19 successors and assigns harmless from any and all claims, expenses, liabilities, losses, causes of actions,
20 demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature
21 whatsoever arising out of or in connection with CONSULTANT's negligent acts and omissions or
22 willful misconduct under this Agreement ("Claims"), whether or not arising from the passive
23 negligence of COUNTY, but does not include Claims that are the result of the negligence or willful
24 misconduct of COUNTY.

25 **17.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and
26 hold COUNTY harmless from all Claims, including but not limited to:

27 **17.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
28 sickness or disease or death to persons including but not limited to COUNTY's representatives,

1 officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third
2 parties and/or damage to property of anyone (including loss of use thereof) arising out of
3 CONSULTANT's negligent performance of, or willful misconduct surrounding, any of the terms
4 contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone
5 for whose acts CONSULTANT may be liable;

6 **17.2.2.** Liability arising from injuries to CONSULTANT and/or any of
7 CONSULTANT's employees or agents arising out of CONSULTANT's negligent performance of, or
8 willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
9 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

10 **17.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
11 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
12 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
13 anyone for whose acts CONSULTANT may be liable;

14 **17.2.4.** Infringement of any patent rights which may be brought against COUNTY
15 arising out of CONSULTANT's work;

16 **17.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,
17 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
18 employees; and

19 **17.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this
20 Agreement.

21 **17.3.** These indemnification provisions shall extend to Claims occurring after this Agreement
22 is terminated, as well as while it is in force.

23 **18. INDEPENDENT CONTRACTOR.**

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

27 **18.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for
28 the requirements and results specified by this Agreement or any other agreement.

1 **18.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to COUNTY's control with respect to the physical actions or activities of CONSULTANT in
4 fulfillment of the requirements of this Agreement.

5 **18.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,
6 and COUNTY shall not provide, or be obligated to provide, CONSULTANT with Workers'
7 Compensation coverage or any other type of employment or worker insurance or benefit coverage
8 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
9 employee of COUNTY.

10 **18.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY
11 shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social
12 Security Old Age Pension Program, Social Security Disability Program, or any other type of pension,
13 annuity, or disability program required or provided by any Federal, State or local law or regulation.

14 **18.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or
15 make any claim against any COUNTY fringe program, including, but not limited to, COUNTY's
16 pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit
17 program, plan, or coverage designated for, provided to, or offered to COUNTY's employees.

18 **18.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,
19 or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

20 **18.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent
21 and conduct itself as an independent contractor, not as an employee of COUNTY.

22 **18.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,
23 bind or obligate COUNTY in any way without the written consent of COUNTY.

24 **19. INSURANCE.**

25 **19.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,
26 during the entire term of this Agreement and any extended term therefore, insurance in a sum
27 acceptable to COUNTY and adequate to cover potential liabilities arising in connection with the
28 performance of this Agreement and in any event not less than the minimum limit set forth in the

1 “Minimum Insurance Amounts” attachment to the Plans and Specifications (**Exhibit A**) which are
2 incorporated as if set forth fully herein.

3 **19.2. Special Insurance Requirements.** All insurance required shall:

4 **19.2.1.** Be procured from California admitted insurers (licensed to do business in
5 California) with a current rating by Best’s Key Rating Guide, acceptable to COUNTY. A rating of at
6 least A-VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.

7 **19.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
8 maintained by COUNTY shall be in excess of CONSULTANT’s insurance coverage and shall not
9 contribute to it.

10 **19.2.3.** Name The Imperial County Department of Public Works and the County of
11 Imperial and their officers, employees, and volunteers as additional insured on all policies, except
12 Workers’ Compensation insurance and Errors & Omissions insurance, and provide that COUNTY may
13 recover for any loss suffered by COUNTY due to CONSULTANT’s negligence.

14 **19.2.4.** State that it is primary insurance and regards COUNTY as an additional insured
15 and contains a cross-liability or severability of interest clause.

16 **19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty
17 (30) days written notice has been given to COUNTY. CONSULTANT may not terminate such
18 coverage until it provides COUNTY with proof that equal or better insurance has been secured and is
19 in place. Cancellation or change without prior written consent of COUNTY shall, at the option of
20 COUNTY, be grounds for termination of this Agreement.

21 **19.2.6.** If this Agreement remains in effect more than one (1) year from the date of its
22 original execution, COUNTY may, at its sole discretion, require an increase to liability insurance to the
23 level then customary in similar COUNTY Agreements by giving sixty (60) days notice to
24 CONSULTANT.

25 **19.3. Additional Insurance Requirements.**

26 **19.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
27 also to be notified if any aggregate insurance limit is exceeded.

28 **19.3.2.** The comprehensive or commercial general liability shall contain a provision of

1 El Centro, CA 92243

2 and

3 County of Imperial
4 Department of Public Works
5 155 South 11th Street
6 El Centro, CA 92243

7 **19.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall
8 be construed to preclude CONSULTANT from obtaining and maintaining any additional insurance
9 policies in addition to those required pursuant to this Agreement.

10 **20. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER**
11 **FEDERAL AWARDS**

12 **20.1** COUNTY and CONSULTANT acknowledge this Agreement is subject to the Contract
13 Provisions for Non-Federal Entity Contracts under Federal Awards. (2 C.F.R. Appendix II to Part 200
14 attached as **Exhibit “D”**. Should any conflict arise between local, state and federal laws regarding
15 contracting, the provisions in Exhibit “D” will take priority. Nothing in this section shall indicate that
16 COUNTY and CONSULTANT are not responsible for also following all applicable state and local
17 regulations applicable to this project.

18 **21. PREVAILING WAGE.**

19 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within
20 the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
21 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

22 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at
23 COUNTY’s Department of Public Works and available to CONSULTANT and any other interested
24 party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at
25 the Project site.

26 **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

27 **21.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of
28 Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance

1 penalties; and

2 **21.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of
3 Labor Code section 1777.5 regarding employment of registered apprentices; and

4 **21.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of
5 Labor Code section 1810 regarding the legal day's work; and

6 **21.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of
7 Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per
8 week provisions contained in the same chapter.

9 **21.3.5** CONSULTANT has reviewed and agrees to comply with any applicable
10 provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and
11 Enforcement of prevailing wages. COUNTY hereby notifies CONSULTANT that CONSULTANT is
12 responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll
13 record reporting. Further information concerning the requirements of SB854 is available on the DIR
14 website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

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

16 **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with
17 COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700
18 et seq. which require every employer to be insured against liability for workers' compensation or to
19 undertake self-insurance in accordance with the provisions of that code, and I will comply with such
20 provisions before commencing the performance of the work of this contract."

21 **22.2.** This certification is included in this Agreement and signature of the Agreement shall
22 constitute signing and filing of the certificate.

23 **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire
24 date, shall be covered by workers' compensation pursuant to statutory requirements prior to beginning
25 work on the Project.

26 **22.4.** If CONSULTANT has no employees, initial here: _____.

27 **23. ASSIGNMENT.**

28 Neither this Agreement nor any duties or obligations hereunder shall be assignable by

1 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other
2 specialists to perform services as required with prior approval by COUNTY.

3 **24. NON-DISCRIMINATION.**

4 During the performance of this Agreement, CONSULTANT and its subcontractors shall not
5 unlawfully discriminate, harass or allow harassment against any employee or applicant for
6 employment because of sex, race, color, ancestry, religious creed, national origin, physical disability
7 (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital
8 status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the
9 evaluation and treatment of their employees and applicants for employment are free from such
10 discrimination and harassment. CONSULTANT and its subcontractors shall comply with the
11 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the
12 applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
13 The applicable regulations of the Fair Employment and Housing Commission implementing
14 Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code
15 of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth
16 in full. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are
17 incorporated into this Agreement by reference and made a part hereof as if set forth in full.
18 CONSULTANT and its subconsultants shall give written notice of their obligations under this clause
19 to labor organizations with which they have a collective bargaining or other agreement.
20 CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
21 subcontracts to perform work under this Agreement.

22 **25. NOTICES AND REPORTS.**

23 **25.1.** Any notice and reports under this Agreement shall be in writing and may be given by
24 personal delivery or by mailing by certified mail, addressed as follows:

25 **COUNTY**
26 Director of Public Works
27 155 South 11th Street
28 El Centro, CA 92243

CONSULTANT

and

1 County of Imperial
2 Clerk of the Board of Supervisors
3 940 W. Main Street, Suite 209
4 El Centro, CA 92243

5 **25.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-
6 two (72) hours after deposit in the United States mail or twenty-four (24) hours after deposit with an
7 overnight carrier.

8 **25.3.** The addressees and addresses for purposes of this paragraph may be changed to any
9 other addressee and address by giving written notice of such change. Unless and until written notice of
10 change of addressee and/or address is delivered in the manner provided in this paragraph, the addressee
11 and address set forth in this Agreement shall continue in effect for all purposes hereunder.

12 **26. ENTIRE AGREEMENT.**

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

17 **27. MODIFICATION.**

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

20 **28. CAPTIONS.**

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

23 **29. PARTIAL INVALIDITY.**

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

27 **30. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

28 As used in this Agreement and whenever required by the context thereof, each number, both
singular and plural, shall include all numbers, and each gender shall include a gender.
CONSULTANT as used in this Agreement or in any other document referred to in or made a part of

1 this Agreement shall likewise include the singular and the plural, a corporation, a partnership,
2 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
3 other representative capacity or any other entity. All covenants herein contained on the part of
4 CONSULTANT shall be joint and several if more than one person, firm or entity executes the
5 Agreement.

6 **31. WAIVER.**

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

10 **32. CHOICE OF LAW.**

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

14 **33. AUTHORITY.**

15 **33.1.** Each individual executing this Agreement on behalf of CONSULTANT represents and
16 warrants that:

17 **33.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
18 CONSULTANT;

19 **33.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
20 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

21 **33.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

22 **33.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY of the
23 foregoing within thirty (30) days of execution of this Agreement.

24 **34. COUNTERPARTS.**

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

1 **35. REVIEW OF AGREEMENT TERMS.**

2 **35.1.** Each Party has received independent legal advice from its attorneys with respect to the
3 advisability of making the representations, warranties, covenants and agreements provided for herein,
4 and with respect to the advisability of executing this Agreement.

5 **35.2.** Each Party represents and warrants to and covenants with the other Party that:

6 **35.2.1.** This Agreement in its reduction to final written form is a result of extensive
7 good faith negotiations between the Parties and/or their respective legal counsel;

8 **35.2.2.** The Parties and their legal counsel have carefully reviewed and examined this
9 Agreement for execution by said Parties; and

10 **35.3.** Any statute or rule of construction that ambiguities are to be resolved against the
11 drafting party shall not be employed in the interpretation of this Agreement.

12 **36. NON-APPROPRIATION.**

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

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21 //Signature Page Follows
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27 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
28 above written.

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COUNTY OF IMPERIAL

By: _____
Luis A. Plancarte, Chairman
Imperial County Board of Supervisors

By: _____

ATTEST:

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

APPROVED AS TO FORM:

Eric Havens,
County Counsel

By: _____
Mistelle Abdelmagied,
Assistant County Counsel

EXHIBIT “D”

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be

conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act \(42 U.S.C. 7401-7671q.\)](#) and the [Federal Water Pollution Control Act \(33 U.S.C. 1251-1387\)](#), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act \(42 U.S.C. 7401-7671q\)](#) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

EXHIBIT “C”

INSURANCE COVERAGE AND LIMITS:

Liability coverage shall be at least as broad as Insurance Services Office (ISO) CGL Policy CG 00 01. No modifications or endorsements are allowed that would reduce, limit, restrict, or exclude coverage under the standard unmodified ISO CGL policy coverages.

<u>Insurance</u>	<u>Minimum Limit*</u>
Professional Liability (Errors and Omissions)	Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
Workers Compensation, Coverage A	as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
Employers Liability, Coverage B	\$1 million
Commercial General Liability (including Contractual Liability):	Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
Comprehensive Automobile Liability (owned, hired & non-owned vehicles) Bodily Injury Property Damage	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

ADDITIONAL ENDORSEMENT REQUIRED:

1. Waiver of Subrogation (Rights of Recovery) endorsement of Workers' Compensation
2. Additional Insured Endorsement for "ongoing operations" at least as broad as ISO CG 2010 Scheduled form, or Automatic form CG 2038.
3. Additional Insured Endorsement for "completed operations" at least as broad as ISO CG 2037 Scheduled form, or Automatic form CG 2040.
4. Primary & non-contributory coverage (at least as broad as ISO CG 20 01)

Special Risks or Circumstances

The COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT “D”



PROPOSAL EVALUATION FORM

NILAND WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM
 RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES
 COUNTY PROJECT NUMBER 6582NSD

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
A. Relevant Experience	(0.35)				
<ul style="list-style-type: none"> • Responsiveness & understanding of work to be done (ie. Scope of work) 	(0.25)		_____		_____
<ul style="list-style-type: none"> • Familiarity with project funding and funding requirements 	(0.10)		_____		_____
B. Project Management	(0.25)				
<ul style="list-style-type: none"> • Consultants ability to provide respective services on schedule. 	(0.15)		_____		_____
<ul style="list-style-type: none"> • Demonstrates organizational skills, and ability to meet client program requirements and goals. 	(0.10)		_____		_____
C. References	(0.05)		_____		_____
D. Understanding	(0.20)				
<ul style="list-style-type: none"> • Proposal specific to RFP scope of work. Any additional items suggested beyond scope can be included but referenced separately. 	(0.20)		_____		_____
E. Cost Proposal	(0.15)				
Cost for services is fair and in alignment with Independent Cost Estimate	(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: