

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES: GROUNDWATER MONITORING AND REPORTING FOR TEN (10) SOLID WASTE DISPOSAL SITES IN IMPERIAL COUNTY

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Jose Castaneda, MBA
Administrative Analyst III

Deadline for Submissions: December 19, 2024 by 4:00 P.M

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.

November 21, 2024

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I. INTRODUCTION

The County of Imperial through its Department of Public Works owns and/or maintains ten (10) Solid Waste Disposal Sites. Under regulations and guidelines adopted by the State of California, implementation of a groundwater monitoring program is required at each of these facilities. The County of Imperial as the Operator has issued this Request for Proposals (RFP) to obtain professional services for groundwater monitoring and reporting in order to comply with the above regulations and guidelines.

These services will allow the County to comply with Regional Water Quality Control Board (RWQCB) Waste Discharge Requirement Orders for the Brawley, Calexico, Imperial, Holtville, Hot Spa, Ocotillo, Palo Verde, and Niland Solid Waste Sites. The Picacho landfill is on the Quechan Indian Reservation and is monitored by the California State Water Resources Control Board and the Local Enforcement Agency (LEA). The Salton City Solid Waste Site is owned by the County and operated by Burrtec Industries. Ground Water monitoring and reporting on this site is the responsibility of the operator and will not be part of this contract.

The successful Consultant will provide sample collection, field analysis, retests as necessary and other items as needed to comply with the requirements of the RWQCB. The sampling shall consist of obtaining quality data from both background and point of compliance wells for constituents of concern (COCs) at each of the ten sites, along with performing statistical analyses. The monitoring wells have been previously installed and are in various locations (see attached maps). The monitoring wells have dedicated balers which have been installed by the current groundwater monitoring consultant.

The Consultant is required to prepare annual and biannual reports; Summer/Fall and Winter/Spring Summary Groundwater Monitoring Reports for the sites based on the frequency required by the Waste Discharge Requirement Program for each site. In general, the Consultant will provide elevations, flow direction and gradients, and a historical summary of measurements for each of the ten sites. A 5 year Constituency of Concern report will also be due during this contracting period, in February of 2026.

Interested parties are encouraged to submit proposals in the format described by this document. Submittals responding to this Request for Proposals (RFP) will be received at the Department of Public Works until the **established deadline of 4:00 p.m. on December 19, 2024** **One (1) hard copy of the submittal plus one (1) copy in Portable Document Format (PDF) on a USB thumb drive shall be delivered to:**

John A. Gay, P. E.,
Director of Public Works
c/o Jose Castaneda, Administrative Analyst III
County of Imperial Department of Public Works
155 S. 11th Street
El Centro, CA 92243

Proposals may be delivered in person, by mail, or by delivery service. No telephone or fax submittals will be accepted. Responsibility for delivery and acknowledgement shall remain with the Proposer.

II. PROJECT BACKGROUND AND LOCATION

The County owns 10 solid waste sites of which for the use and benefit of County residents. The monitoring programs are for nine of the ten sites which are near the cities of Brawley, Calexico, Imperial, and Holtville, and in the unincorporated County area.

III. PROJECT OBJECTIVE

The objective of this project is to retain professional services in order that the County may remain compliant with the Regional Water Quality Control Board (RWQCB) Waste Discharge Requirement Orders.

IV. PROJECT DESCRIPTION

The tasks are described in further detail in the RWQCB Waste Discharge Requirements in Attachment 1.

V. SCOPE OF WORK

The Scope of Work outlined shall be used as a basis for the preparation of the proposal. The phases shall be broken into tasks with time and staff hours required for each site. Any questions regarding the scope of work shall be directed to the Director of Public Works or his representative.

The County reserves the right to amend this RFP prior to the final date of proposal submission and to reject any or all proposals. The County further reserves the right to accept only a portion of a proposal, or approve a proposal for only a portion of the landfills.

A. CONSULTANT REQUIREMENTS

- i. As part of the proposal, the proposing firm shall designate a competent and experienced engineer/licensed professional, registered in the State of California, who will be the Consultant's representative and empowered to manage this project. Said representative must be acceptable to the County. Any subsequent changes to the designated manager must be approved by the County.
- ii. Inquiries from the public, media and other agencies shall be referred to the County's designated project manager – Jose Castaneda – Administrative Analyst III.

- iii. Unless otherwise specified under Section XII of this scope, the Consultant shall furnish and/or prepare all materials, data and information needed to conduct studies and perform the tasks and activities outlined in this Scope of Work.
- iv. Two weeks after the official start date, the Consultant shall begin submitting to the County the updated project schedule showing, for each activity, actual starting date and actual completion date. The Consultant shall continue submitting this progress report throughout the life of the project.
- v. Throughout the proposed contract in the event it should become necessary for the County to hold any meeting or conference, the Consultant shall cooperate fully with the County and shall arrange for qualified representatives of Consultant to attend any such meeting or conference.

B. WORK TO BE DONE BY CONSULTANT - DELIVERABLES

- i. Consultant shall comply with testing and monitoring requirements of the appropriate waste discharge requirements (WDR's) for each landfill.
- ii. The Consultant is required to prepare reports in the following frequency (as per WDR for each site):

<u>Sites</u>	<u>Regulatory Firm</u>	<u>Frequency</u>
Calexico, Niland, Imperial	RWQCB	Bi-annually
Brawley, Holtville, Ocotillo, Palo Verde, Hot Spa	RWQCB	Annually
Picacho	USEPA	Bi-annually

The Consultant shall deliver one (1) report binder plus one (1) digital copy of the same information in Portable Document Format (PDF) including all executable files on a USB thumb drive or transmitted electronically. At the request of RWQCB, each site should have its own report, its own cover letter, and submitted individually to its corresponding archive on Geotracker. The Reports shall include elevations, flow direction, and gradients at each site. Historical statistical data shall be prepared that tracks all compounds encountered in a continuous manner starting with the most recently completed report. A draft cover letter to the RWQCB for each site shall be provided as well. The Report and cover pages shall be provided to the County in sufficient time so as to allow for discussion with the Consultant regarding any revisions to the Report should any be necessary prior to the County forwarding the Report to the RWQCB. Any retesting will require that a revised report be provided to the County.

- iii. Consulting firm selected for this project will be required to dispose properly of any waste material that is generated from testing of the wells. Public Works will not be able to supplement the efforts of the consultant.

- iv. A 5-year Constituency of Concern report will be due during this contractual period, in February of 2026. Quarterly sample collection data, field analysis, retests and other items as necessary to comply with the requirements of the RWQCB, in accordance with the appropriate Waste Discharge Requirements will be provided in the report.
- v. The Consultant shall establish an itemized fee for retests separate from the regular testing. This fee will be negotiated prior to execution of the contractual agreement.
- vi. Regular use of electronic mail is also strongly encouraged. Documents and spreadsheets submitted electronically shall be formatted in Microsoft® WORD® and EXCEL® programs.
- vii. The Consultant may have occasion to represent the County at meetings or discussions with the RWQCB at their offices. The Consultant will also provide recommendations and make interpretations to the County of actions and correspondence from the RWQCB.
- viii. Any work beyond the Scope of Work shall be paid as per the schedule of fees provided by the Consultant unless otherwise mutually agreed to by the County and the Consultant.

C. WORK TO BE PERFORMED BY THE COUNTY

The County will be responsible for the control and execution of this contract, including the following tasks:

1. REVIEW AND APPROVAL OF SUBMITTALS

The County will review and evaluate submittals (reports and related documents). If corrections, modifications, changes, additions and/or omissions are required as a result of this review, a marked set of the submittals accompanied with a letter listing the comments associated with the changes and modifications will be returned to the Consultant, as necessary. Once approved, the County will provide a copy of the Report to the RWQCB using the supplied cover page.

2. ADMINISTRATIVE ACTIVITIES

The County will conduct the following administrative activities:

- i. Issue written Notice to Proceed.
- ii. Make progress payments and final payment to the Consultant.
- iii. Answer all questions of project definition and scope posed by the Consultant.
- iv. Conduct initial handling of all inquiries regarding the project.

- v. Review progress reports.
- vi. Conduct evaluations of Consultant's contract performance.
- vii. Exercise budgetary control.
- viii. Respond to correspondence from the Consultant in a timely manner.

VI. CONTENTS OF PROPOSAL

Proposals for work should consist of a transmittal letter and résumés of designated personnel. The proposal shall be prepared using the same format and sequence of information as follows:

A. TRANSMITTAL LETTER

The proposal is to begin with a brief transmittal letter of not more than two pages. The proposal shall be stamped and signed by a Civil Engineer and/or Professional in the required discipline currently registered by the State of California.

B. PROJECT APPROACH

A brief discussion of the proposed methodology for completing work should be provided. This section should discuss the scope of work and identify additions or modifications that are recommended to the suggested scope of work described in this RFP. The scope of work will be used as the basis for later contract negotiations.

C. CONSULTANT'S EXPERIENCE

A brief summary of recent projects demonstrating the Proposer's experience shall be provided which will include project location, type of project, and the year the work was completed.

D. PROJECT TEAM

The key member(s) of the project team are to be identified and their role discussed. The experience of the project team member(s) on similar assignments for counties or agencies is to be presented.

Of particular importance are the experience and capabilities of the designated project manager and key technical staff. The location of the office where work will be performed shall be noted.

Key project team members are to be committed to the project and are not to be reassigned without the prior approval of the County.

The name of State of California certified analytical laboratory to be used is to be provided. Include the name(s) and telephone number(s) of the lead person(s) who will be assigned to this project.

E. SCHEDULE OF FEES

A schedule of charges for different classifications of personnel that will be utilized on the project shall be included.

F. TASK SCHEDULE

An estimate of the time required for the various tasks described in the scope of work shall be provided. This division of time may be used to compute partial payments on the project.

G. PROJECT SCHEDULE

An estimate of the overall time that will be required to complete the project shall be provided.

H. APPENDIX

The final element of the proposal is to be the appendix which shall include résumés of key personnel. There is no page limit for the proposal; however including extra unnecessary material is not encouraged.

I. NOT TO EXCEED

The not to exceed fee shall be in a separate, sealed envelope with the company name and name of this project on the outside. All information relating to the proposed fee submitted in the separate sealed envelope will be to facilitate comparison after preliminary evaluation of the firms.

List hourly billing rates including overhead, per diem and profit for each type of labor category to be used, rates for travel expense and Total Not to Exceed Fee for each solid waste site separately as well as any cost savings for all landfills. List an itemized rate for retests.

List an additional hourly rate for extra or additional work that may occur during the contractual term.

Note that this is a Public Works contract and prevailing wage will be required. Penalties for failure to pay prevailing wages will be enforced. Cal. Lab. Code § 1775. Statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced. Cal. Lab. Code § 1813.

The project cost estimates can further be broken down as follows for each site

SAMPLE

Cost

- A. Work Plan
- B. Project Administration
- C. Travel to sites
- D. Travel to RWQCB meetings
- E. Field Investigation
- F. Laboratory Cost
- G. Analyst
- H. Report
- I. Total Not to Exceed Cost

VII. METHOD OF PAYMENT

- A. The method of payment used to compensate the Consultant is on a Not to Exceed Fee basis. Payment shall be made pursuant to a contract based on the Consultant's negotiated fees.
- B. Invoices shall be paid at 100% without retention as is customary with County service agreements.
- C. Work changes shall be authorized in writing and the Consultant shall not proceed until such authorization is received.
- D. Invoices shall indicate the percentage of total contracted amount expended for each invoice in a cumulative manner against the remaining project balance.

VIII. LIST OF REFERENCES

The Consultant shall provide at least three (3) references for similar work completed within the last three years or in process at the time of this submittal. The County reserves the right to contact said references for information regarding the quality of work of the Consultant.

IX. PREVIOUS DISQUALIFICATION

A proposal may be rejected on the basis of respondent, any officer of such respondent, or any employee of such respondent, who has propriety interest in such respondent having been disqualified, removed, or otherwise prevented from completing a Federal, State, or local project because of a violation of law or regulation.

X. CONFLICT OF INTEREST

The Consultant shall be an independent contractor and shall certify that no conflict of interest exists which would impact its ability to provide independent services to the County.

XI. SELECTION CRITERIA

The purpose of the selection process is to identify the Consultant who, in the opinion of the Director, can carry out the proposed project in a manner best suited to the interests of the County.

Familiarity with the geography of the County will be an important consideration. The ability of the Consultant to complete the work in an expedient and professional manner will also be an important consideration.

Proposals will be reviewed and evaluated by the County of Imperial Department of Public Works. Information obtained from references provided in the proposal may also be used in the evaluation.

XII. CONTRACT

The County proposes to negotiate a one (1) year contract with up to four (4) 1 year extensions for the work described in the Scope of Work. The contract will include sufficient task descriptions to cover work that may be added to or deducted from the total contract. At any time prior to the signing of the contract, the County reserves the right to make additions or deletions to the contract. The contract will contain a time limit for completing the work. The contract will contain such legal safeguards and clauses as may be recommended by Imperial County Office of County Counsel. A proposing firm must accept the agreement terms as stated in the sample agreement. Request for modifications to terms will not be accepted.

Contractor shall indemnify and hold harmless the County, from and against any and all claims, liabilities, causes of action, cost and expenses, arising out of or in connection with any work performed by the contractor.

Contract negotiations will commence with the proposal recommended as *most responsive* by the Public Works Department and the final approval of the recommendation by the Board of Supervisors. If negotiations do not proceed satisfactorily or break down, the County reserves the right to cease negotiations and proceed to the next prospective proposer and so on until a satisfactory agreement is reached and a contract is approved by both parties.

1. Relationship – The Consultant’s relationship to the County during performance of the services specified in the contract shall be that of an independent contractor.
2. Consultant’s Responsibilities – Consultant shall supervise and perform the services specified in the contract using his best skill of attention. Consultant shall be solely responsible for all means, methods, techniques and procedures used in performing the service and complying with RWQCB requirements.

XIII. COORDINATION WITH COUNTY

It is the County’s intention to oversee the work at all stages of its progress. To accomplish this, meetings between the Director and/or his designated representative and the Consultant may be called and held at various times. In addition, the Consultant shall consult with the County on

specific technical or procedural points whenever they arise. County staff will be able to respond to any questions in a minimal time frame.

It will be the responsibility of the Consultant to bring any and all questions to the attention of the Director in sufficient time to prevent any interruption in the smooth flow of work. Answers to questions or decisions regarding how to proceed will be made by either the Director or by his designated representative.

XIV. MODIFICATIONS TO THE REQUEST FOR PROPOSALS

Modifications, if any, shall be made at a time sufficiently in advance of the established deadline in order to allow potential proposers time to react. It is the responsibility of proposing firms to continuously check the Public Works Website at: <https://publicworks.imperialcounty.org/projects-out-to-bid/> for any addendum issued.

XV. INQUIRIES

Any questions and inquiries regarding this RFP shall be submitted in writing to the Department of Public Works. The Consultant shall not act upon, or rely upon, statements made by persons other than the Director or his specifically designated representative(s).

XVI. PROJECT SCHEDULE

Issue Request for Proposal	November 20, 2024
Close of Request for Information Period	November 7, 2019
Proposal due	December 19, 2024
Consultant Selection	January 2025
County Awards Contract	February 2025
Notice to Proceed	March 2025

XVII. LICENSES AND CERTIFICATES

The Consultant shall acquire and maintain current all licenses and permits for personnel and company as required by law (i.e.: licensing and bonding by State Code etc.). The Consultant shall submit copies of all licenses, permits and applicable documents to the County prior to the execution of the contract.

XVIII. INSURANCE

The Consultant agrees to maintain in full force and effect during the term of the Agreement a public liability insurance policy which indemnifies and additionally insures the County from all liability from loss, damage, or injury to persons or property arising from negligence by

Consultant in the performance of these services. The Consultant also agrees to maintain coverage in full force and effect during the term of this agreement.

The contractor will be required to provide insurance coverage as described above. The amounts of insurance coverage shall be reflected in the estimated professional fee.

The contractor shall provide a certificate of liability insurance at the time the agreement has been sent to the contractor for signature. The insurance certificates will name the County of Imperial and Department of Public Works and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

The contractor will be required to defend, indemnify and save harmless the County, its employees, officers, agents, from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from this contract except for claims, demands, damages, costs, expenses or judgments resulting solely from the negligence or willful misconduct of the County.

ATTACHMENTS

ATTACHMENT 1

REGIONAL WATER QUALITY CONTROL BOARD

WASTE DISCHARGE REQUIREMENT ORDERS

Brawley Solid Waste Site:	R7-2022-0033 (closed site)
Calexico Solid Waste Site	R7-2002-0104
Holtville Solid Waste Site	R7-2022-0033 (closed site)
Hot Spa Solid Waste Site	R7-2017-0003
Imperial Solid Waste Site	R7-2016-0025
Niland Solid Waste Site	R7-2009-0002
Ocotillo Solid Waste Site	R7-2022-0033 (closed site)
Palo Verde Solid Waste Site	R7-2022-0033 (closed site)
Picacho Solid Waste Site	88-005 & 93-071

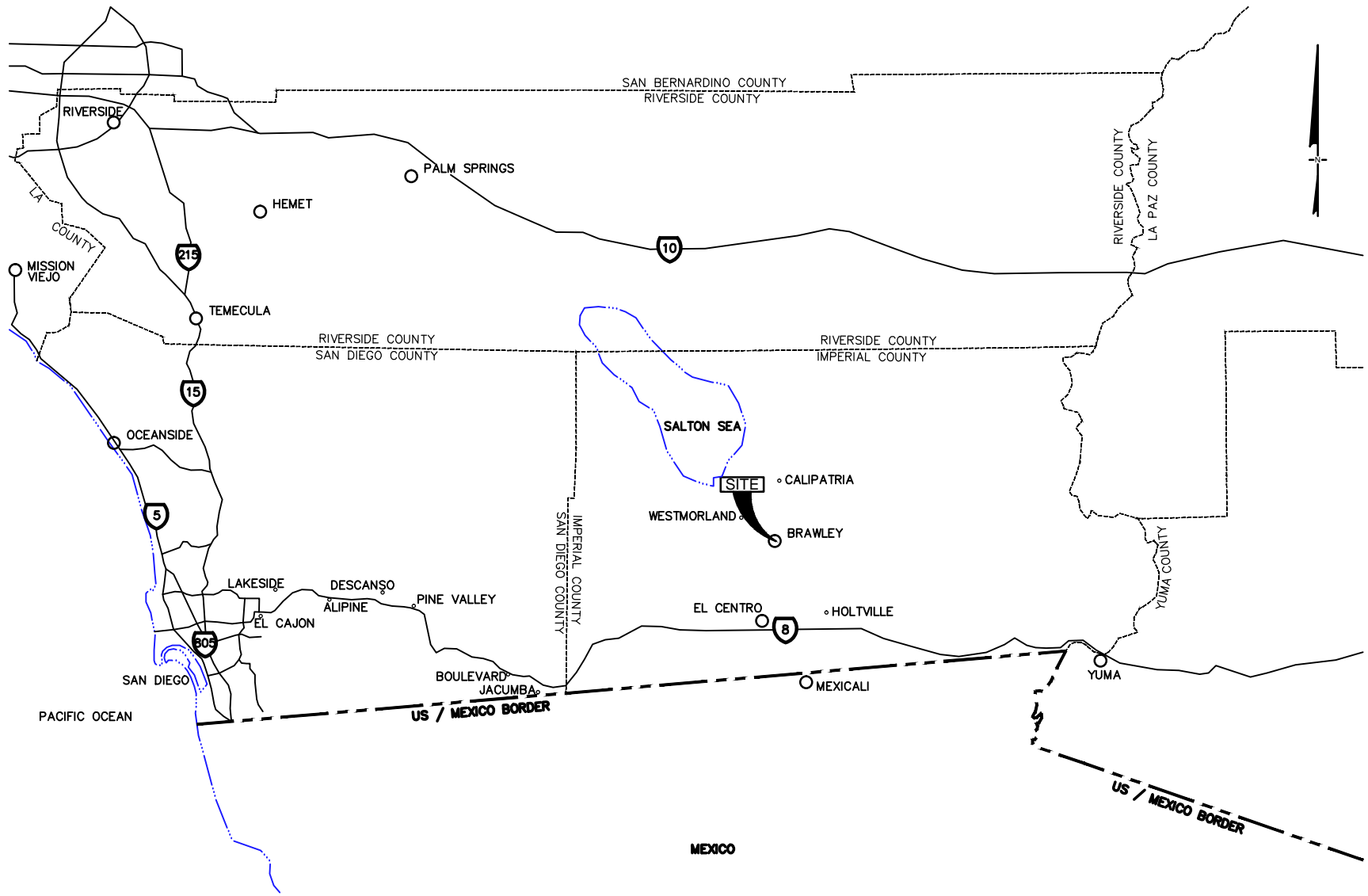
ATTACHMENT 2

SAMPLE GROUNDWATER MONITORING REPORT

**GROUND WATER MONITORING REPORTS CAN BE FOUND ON THE
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD
WEBSITE – GEOTRACKER**

AT: <http://geotracker.waterboards.ca.gov/>

ATTACHMENT 3
LOCATION MAPS



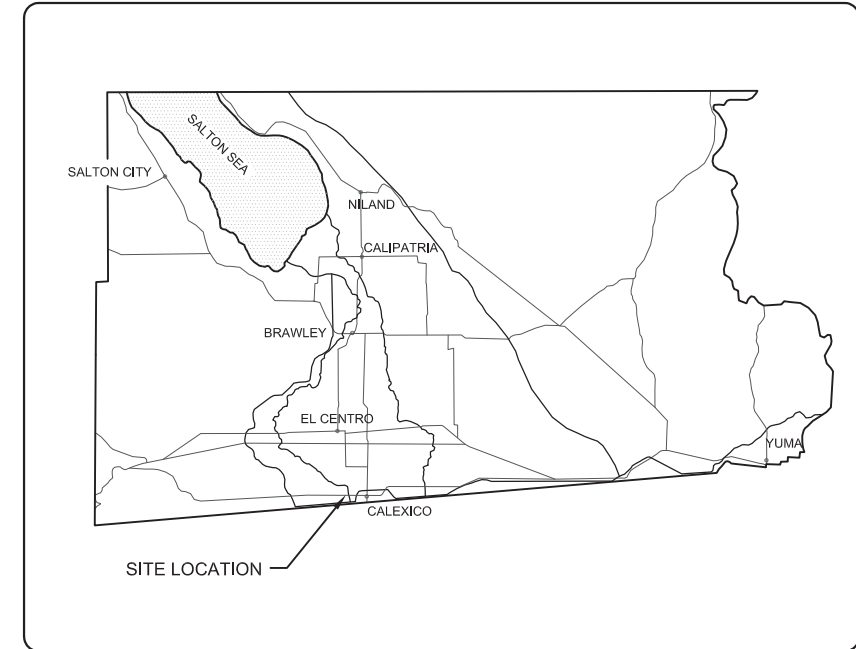
VICINITY MAP BRAWLEY SOLID WASTE SITE IMPERIAL COUNTY, CALIFORNIA		
	DATE: NOVEMBER 2011	FIGURE 1
	PROJECT NO. SC0531	

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT

CALEXICO SOLID WASTE SITE IMPERIAL COUNTY, CALIFORNIA



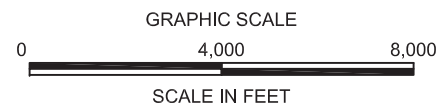
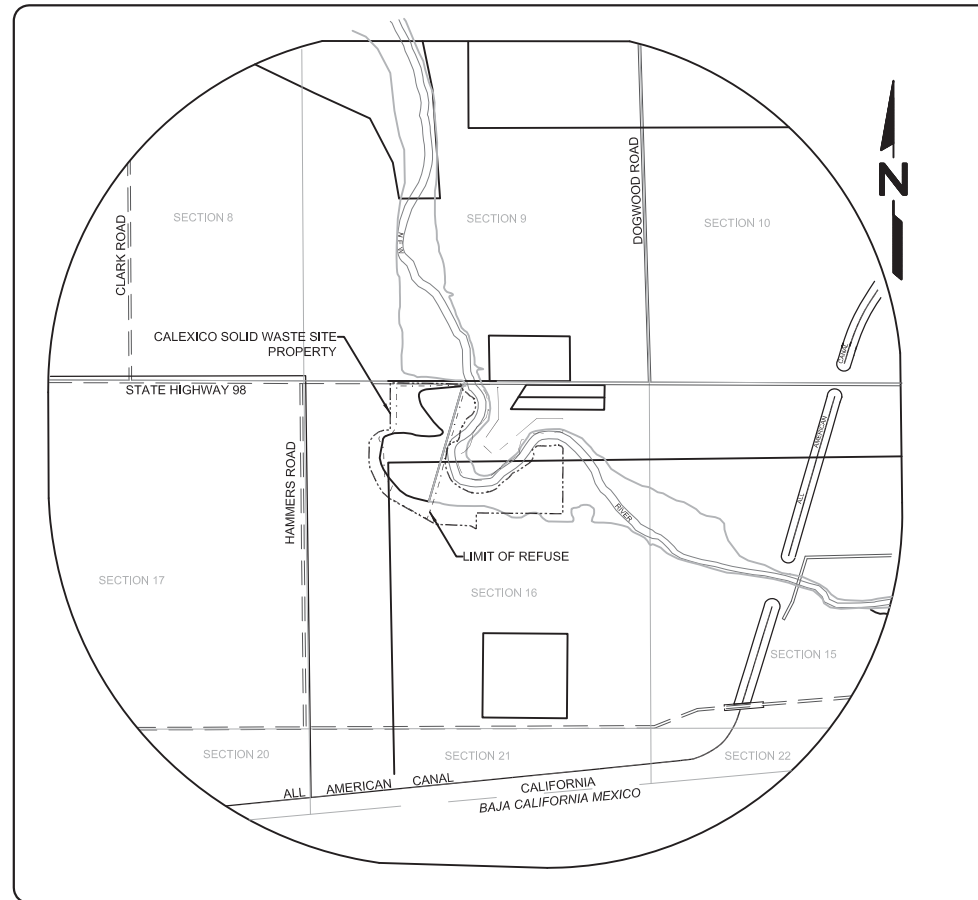
CALIFORNIA



IMPERIAL COUNTY

LEGEND

- PROPERTY BOUNDARY
- LIMIT OF REFUSE
- CANAL OR WATERWAY
- EXISTING ROADWAY
- DETAIL NO.
- SHEET NO.



INDEX OF DRAWINGS

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2. LAND USE MAP
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6. DETAILS AND SECTIONS
7. DETAILS AND SECTIONS
8. MISCELLANEOUS DETAILS
9. PYRAMAT HPTRM DETAILS
10. HYDRAULIC SUBAREAS/FINAL DRAINAGE PLAN
11. 100-YEAR OFF-SITE HYDROLOGY

NO.	REVISION	DATE	
		1-DATE	2-DATE

SHEET TITLE: TITLE SHEET AND SITE LOCATION MAPS
PROJECT TITLE: CALEXICO SOLID WASTE SITE PRELIMINARY CLOSURE / POST CLOSURE MAINTENANCE PLAN AND JOINT TECHNICAL DOCUMENT

CLIENT:
COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
116 SOUTH 11TH STREET
EL CENTRO, CALIFORNIA 92243

SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
10500 FOURTH STREET, SUITE 150
RANCHO CUCUMONCA, CA 91730
PH. (909) 373-2508 FAX. (909) 373-2518

PROJ. NO. 01209323.00
DWN. BY: L. FUENTES
CHK. BY: G. ARORA

ACAD. FILE: \01209323.00\T10
APP. BY: R. JOHNSON

DATE: 03-23-2011

SCALE: AS SHOWN

DRAWING NO. 1 OF 11

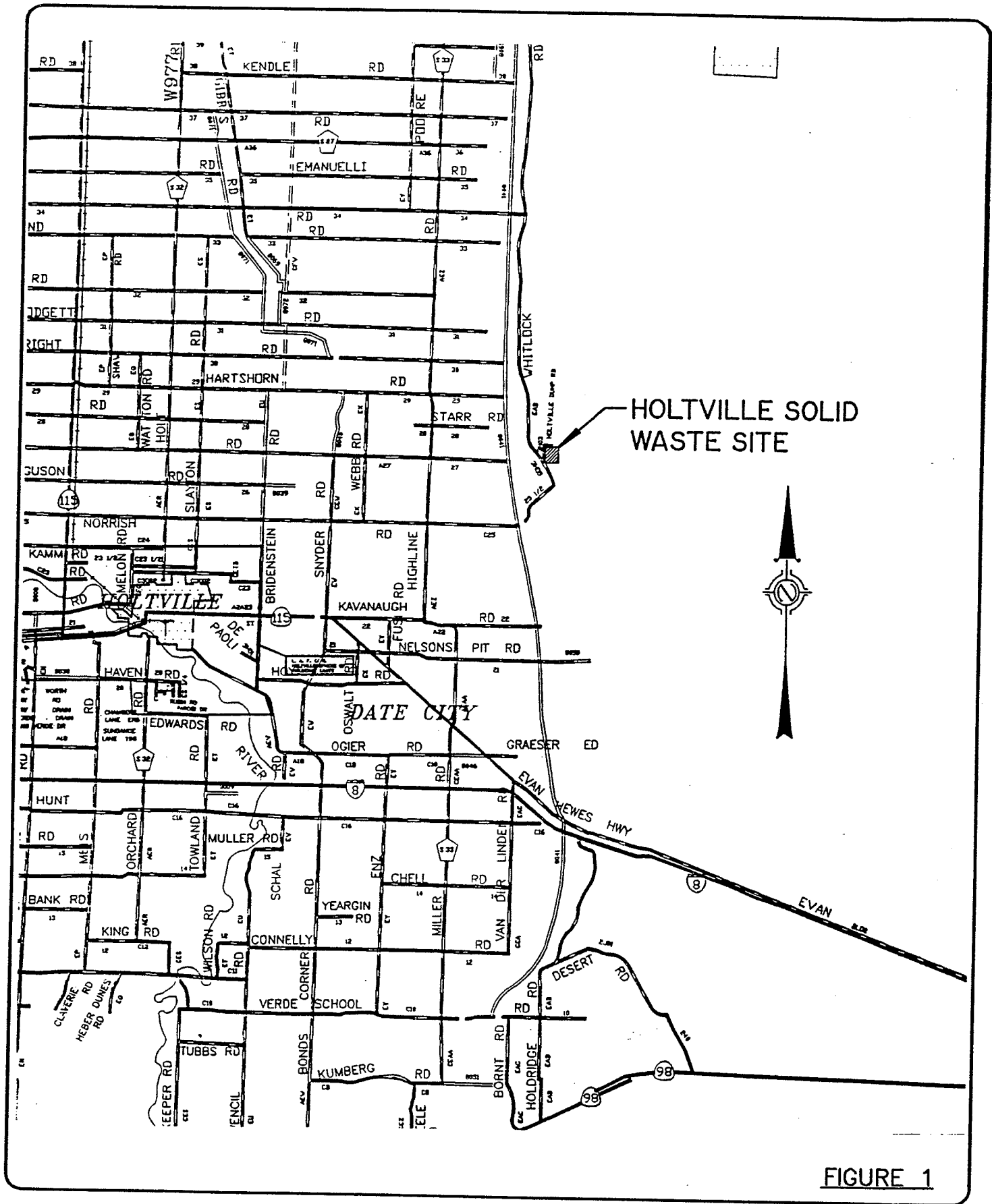
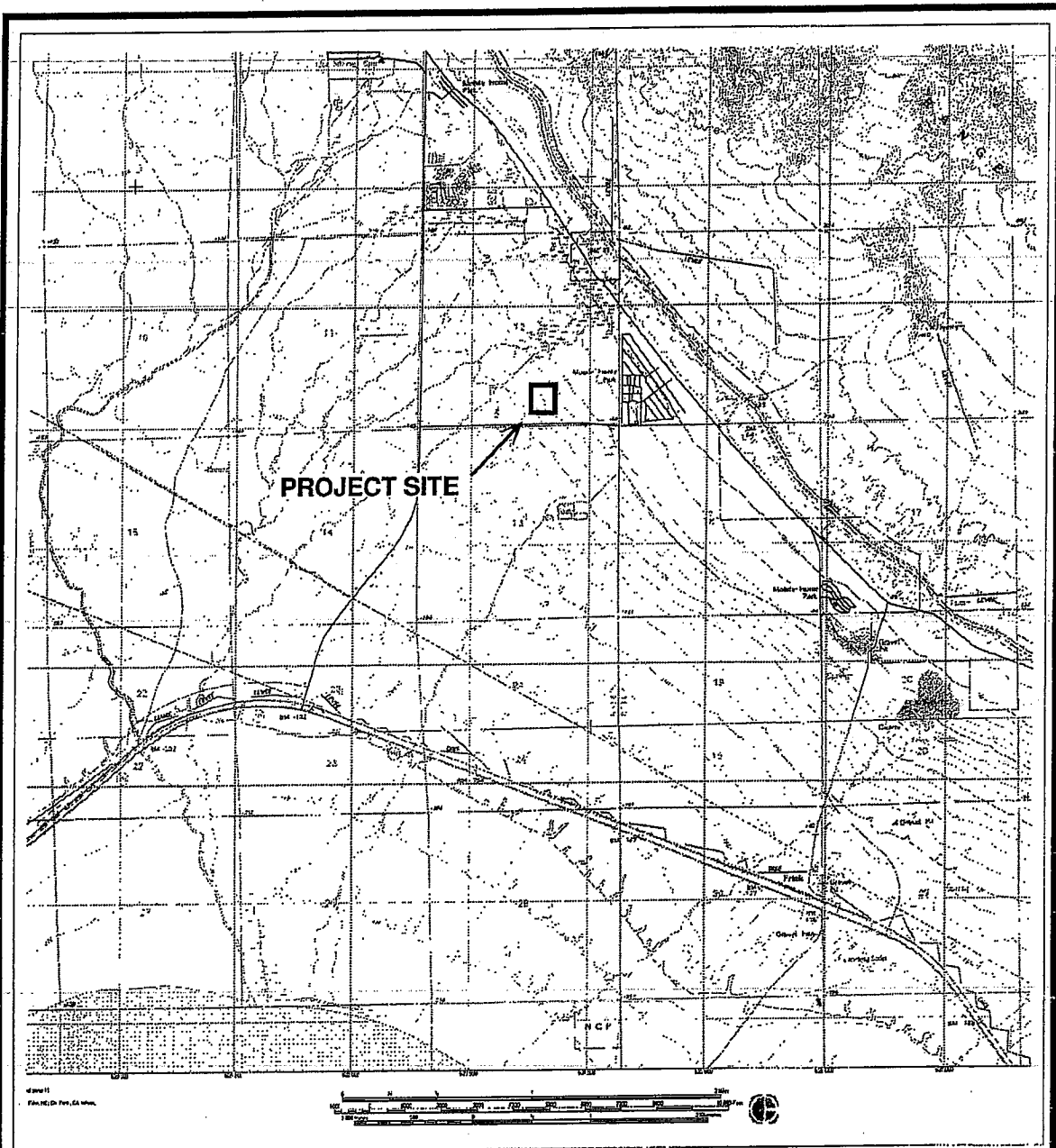


FIGURE 1

BAS
 (909) 860-7777
BRYAN A. STIRRAT & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 1300 VALLEY VISTA DRIVE DIAMOND BAR, CA 91765

HOLTVILLE SOLID WASTE SITE
LOCATION/VICINITY MAP

JOB NO.	9510-2A
DATE	5-12-95
DRAWN BY	D.L.L.
CHECKED BY	V.B.



REFERENCE: U.S.G.S. 7.5 Minute Topographic Series, Frink NW, CA, 1992.

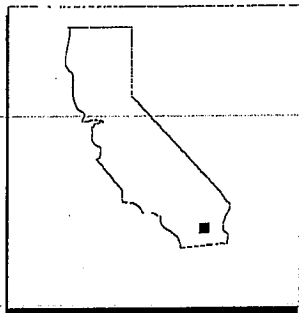


FIGURE 1

VICINITY MAP

SLOPE STABILITY ANALYSIS
HOT SPA SOLID WASTE SITE
HOT SPA, CALIFORNIA



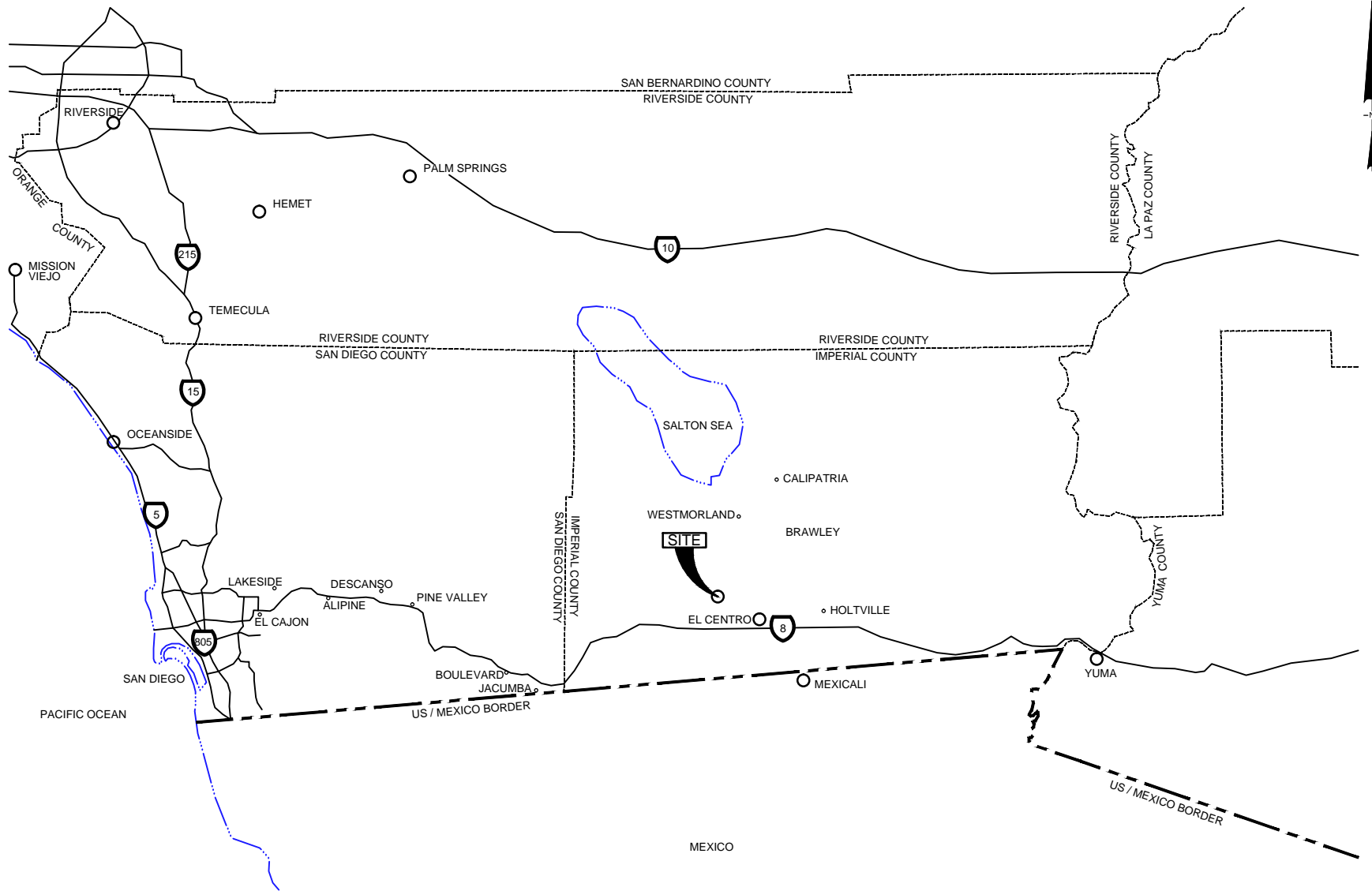
GeoLogic Associates
Geologists, Hydrogeologists, and Engineers

Draft
JGF

Date
1/2007

Project No.
2007-0008

P:\PRJ\SDCADD\CADD\SC0593 - IMPERIAL SOLID WASTE SITE\FIGURES\SC0593-F01.DWG - DRAWN BY:MCARLSON



VICINITY MAP IMPERIAL COUNTY SOLID WASTE SITE IMPERIAL COUNTY, CALIFORNIA		
	DATE: OCTOBER 2012	FIGURE 1
	PROJECT NO. SC0593	

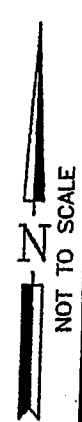
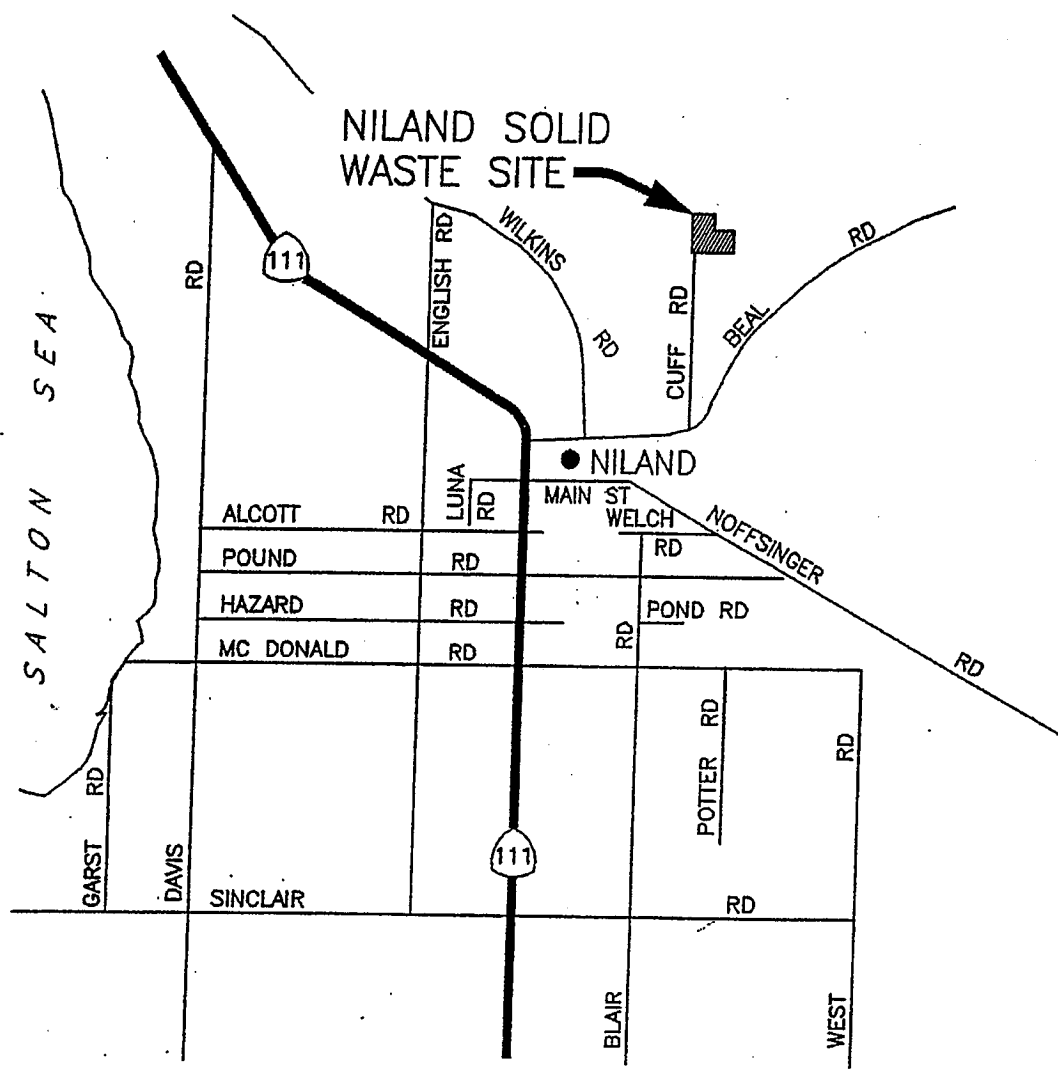


FIGURE 1

G:\DWG\IMPERIAL\NILAND\17117DB.DWG

BAS (909) 860-7777

BRYAN A. STIRRAT & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 1380 VALLEY VISTA DRIVE DIAMOND BAR, CA 91765

NILAND SOLID WASTE SITE

LOCATION/VICINITY MAP

JOB NO.	9586-1A
DATE	8-16-95
DRAWN BY	D.L.L.
CHECKED BY	V.B.

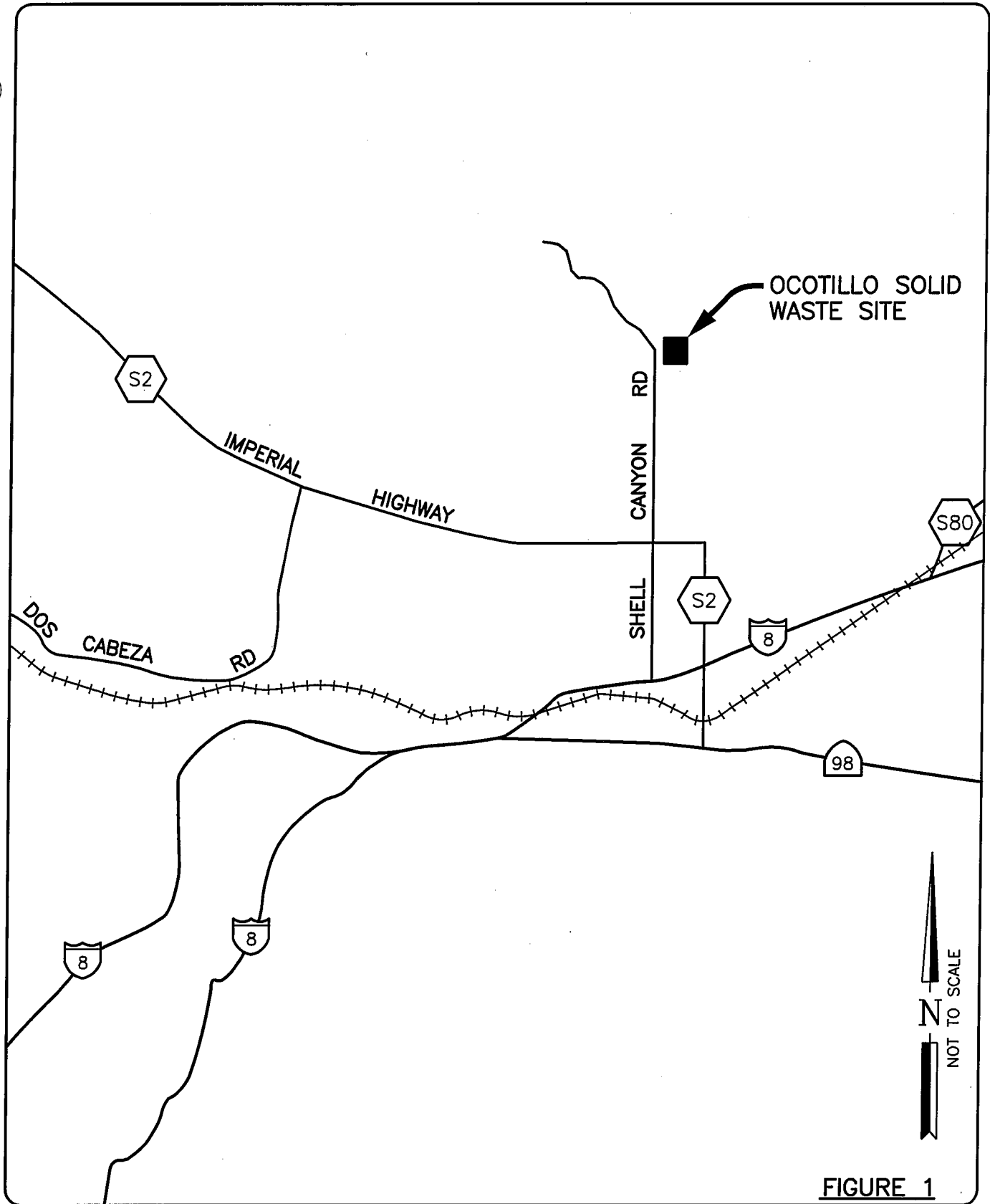


FIGURE 1

BAS (909) 860-7777

BRYAN A. STIRRAT & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 1360 VALLEY VISTA DRIVE DIAMOND BAR, CA 91765

OCOTILLO SOLID WASTE SITE

LOCATION/VICINITY MAP

JOB NO.	9586-3A
DATE	10-19-95
DRAWN BY	D.L.L.
CHECKED BY	L.O.

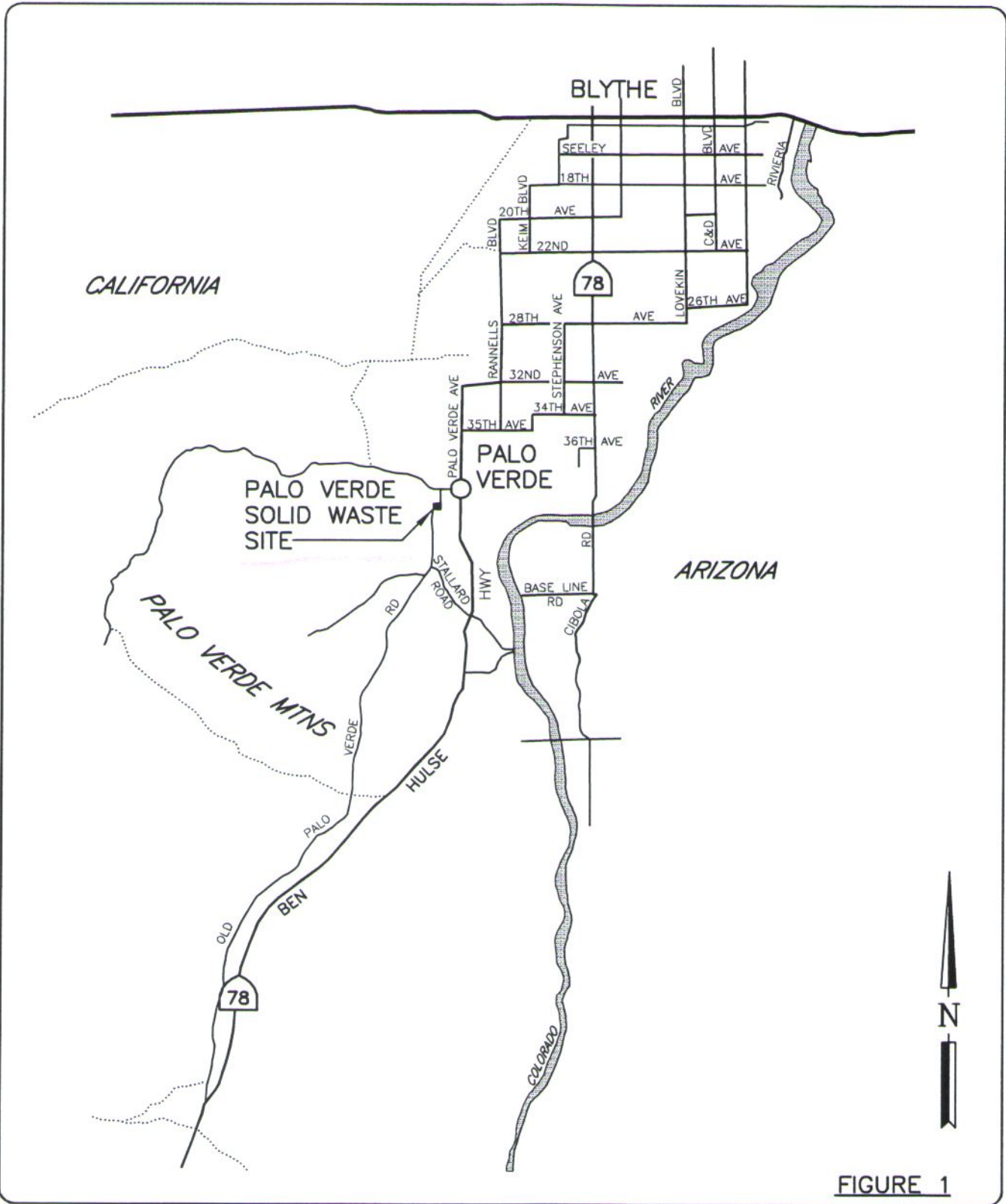


FIGURE 1

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(909) 860-7777

PALO VERDE SOLID WASTE SITE

BRYAN A. STIRRAT & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 1360 VALLEY VISTA DRIVE DIAMOND BAR, CA 91765

LOCATION/VICINITY MAP

JOB NO.	2000.004
DATE	8-2000
DRAWN BY	J.J.G.
CHECKED BY	L.O.

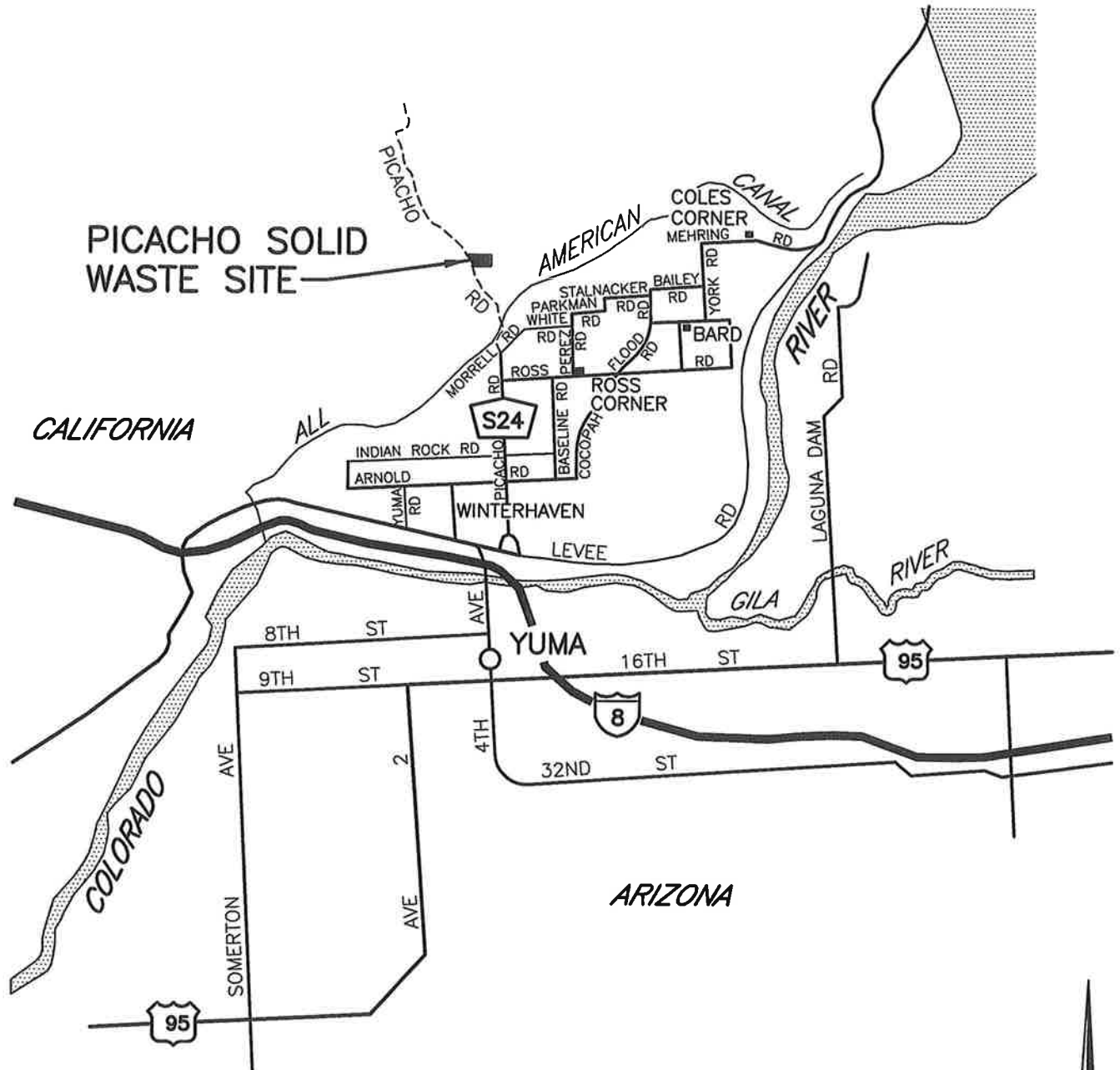


FIGURE 1

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(909) 860-7777

BRYAN A. STIRRAT & ASSOCIATES
 CIVIL AND ENVIRONMENTAL ENGINEERS
 1360 VALLEY VISTA DRIVE DIAMOND BAR, CA 91765

PICACHO CUT AND FILL SITE

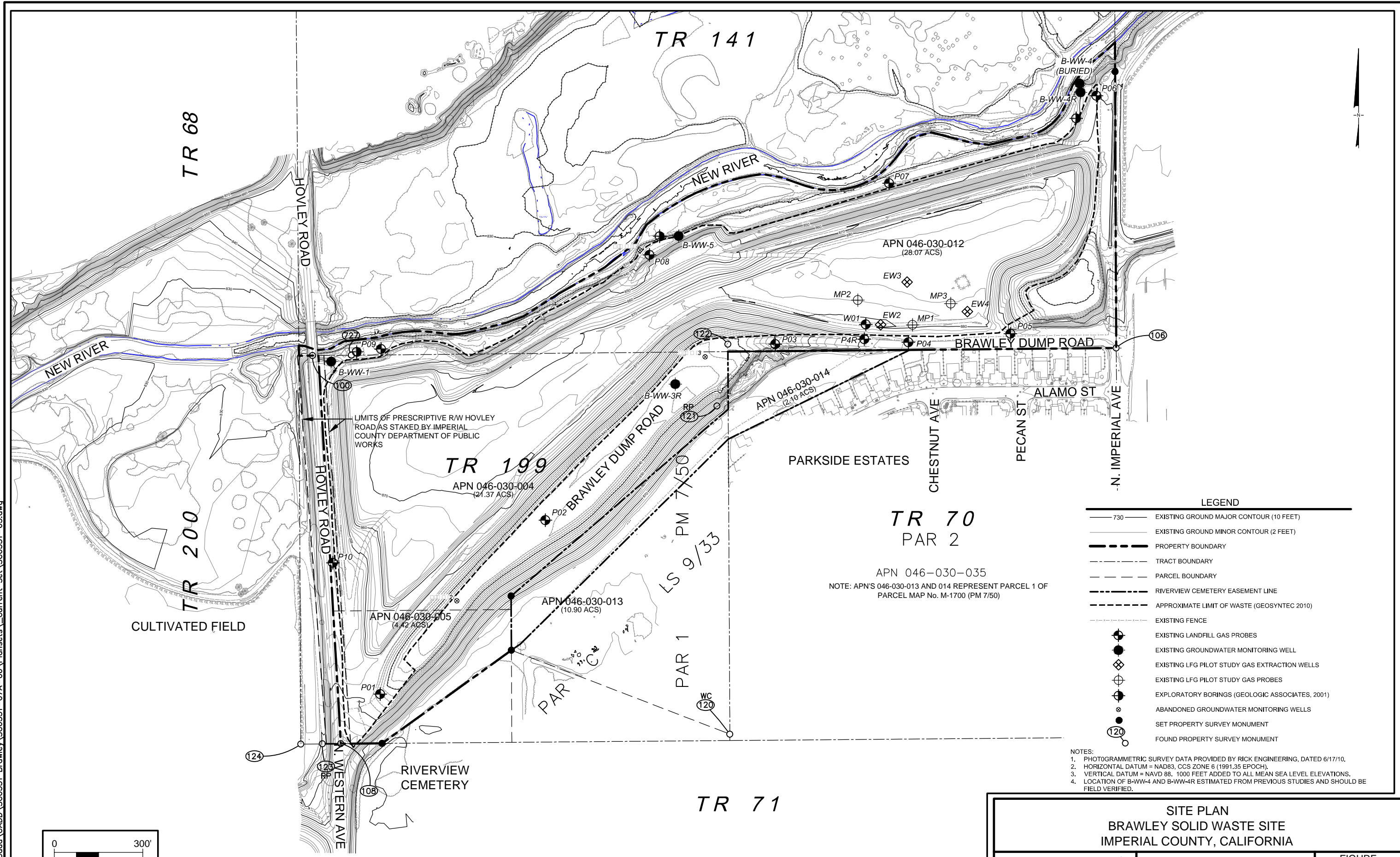
LOCATION & VICINITY MAP

JOB NO. 9510-4A
DATE 6-8-95
DRAWN BY D.L.L.
FILE NAME 17087DB

ATTACHMENT 4

SITE PLANS

P:\PRJ\SDCadd\CADD\SC0531 - Brawley\SC0531-07A-06\Plansets_Current_Set\SC0531-03.dwg



LEGEND

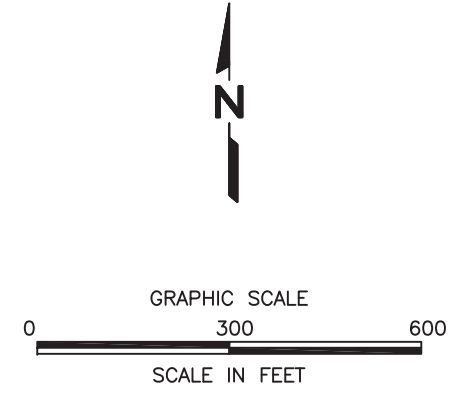
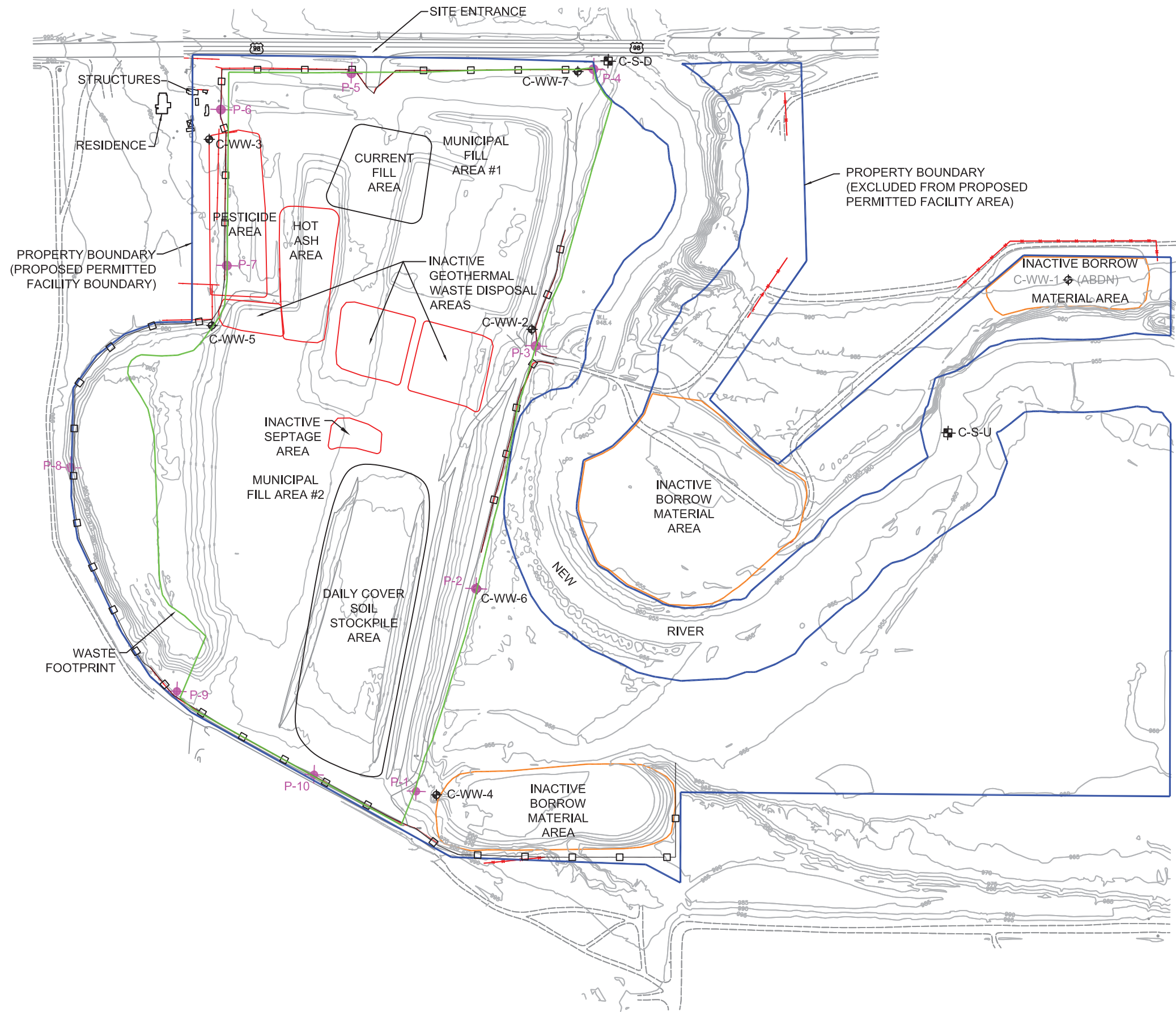
	EXISTING GROUND MAJOR CONTOUR (10 FEET)
	EXISTING GROUND MINOR CONTOUR (2 FEET)
	PROPERTY BOUNDARY
	TRACT BOUNDARY
	PARCEL BOUNDARY
	RIVERVIEW CEMETERY EASEMENT LINE
	APPROXIMATE LIMIT OF WASTE (GEOSYNTEC 2010)
	EXISTING FENCE
	EXISTING LANDFILL GAS PROBES
	EXISTING GROUNDWATER MONITORING WELL
	EXISTING LFG PILOT STUDY GAS EXTRACTION WELLS
	EXISTING LFG PILOT STUDY GAS PROBES
	EXPLORATORY BORINGS (GEOLOGIC ASSOCIATES, 2001)
	ABANDONED GROUNDWATER MONITORING WELLS
	SET PROPERTY SURVEY MONUMENT
	FOUND PROPERTY SURVEY MONUMENT

- NOTES:
1. PHOTOGRAMMETRIC SURVEY DATA PROVIDED BY RICK ENGINEERING, DATED 6/17/10.
 2. HORIZONTAL DATUM = NAD83, CCS ZONE 6 (1991.35 EPOCH).
 3. VERTICAL DATUM = NAVD 88. 1000 FEET ADDED TO ALL MEAN SEA LEVEL ELEVATIONS.
 4. LOCATION OF B-WW-4 AND B-WW-4R ESTIMATED FROM PREVIOUS STUDIES AND SHOULD BE FIELD VERIFIED.

SITE PLAN
BRAWLEY SOLID WASTE SITE
IMPERIAL COUNTY, CALIFORNIA

	DATE: NOVEMBER 2011	FIGURE 3
	PROJECT NO. SC0531	

J:\SW\JOBS\2009\01209323.00 Imperial County - Calexico SWS\Task 9 - JTD\Final SCS_2011\Calexico Drawings Revisions_032311\Sheet 3 - Exst Fac Topo CSWS 051711.dwg May 27, 2011 - 11:50am By: 2747_r



LEGEND:

- APPROXIMATE PROPERTY BOUNDARY
- 2010 WASTE LIMITS
- - - BORROW AREA BOUNDARY
- WASTE MANAGEMENT UNIT BOUNDARY
- EXISTING FENCING
- ◆ C-WW-1 GROUNDWATER MONITORING WELL
- ⊕ C-S-U SURFACE WATER MONITORING LOCATION UPSTREAM (U) OR DOWNSTREAM (D)
- ◆ P-5 LANDFILL GAS PROBE

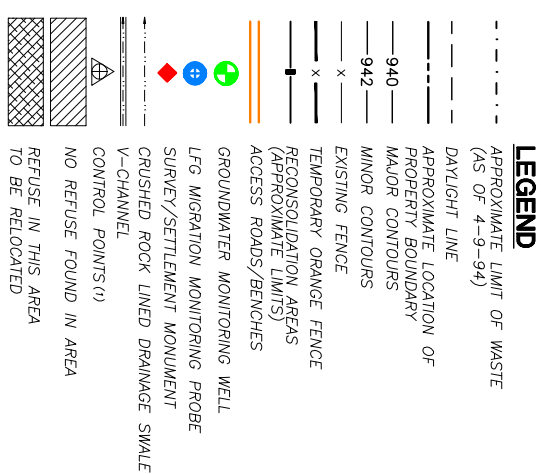
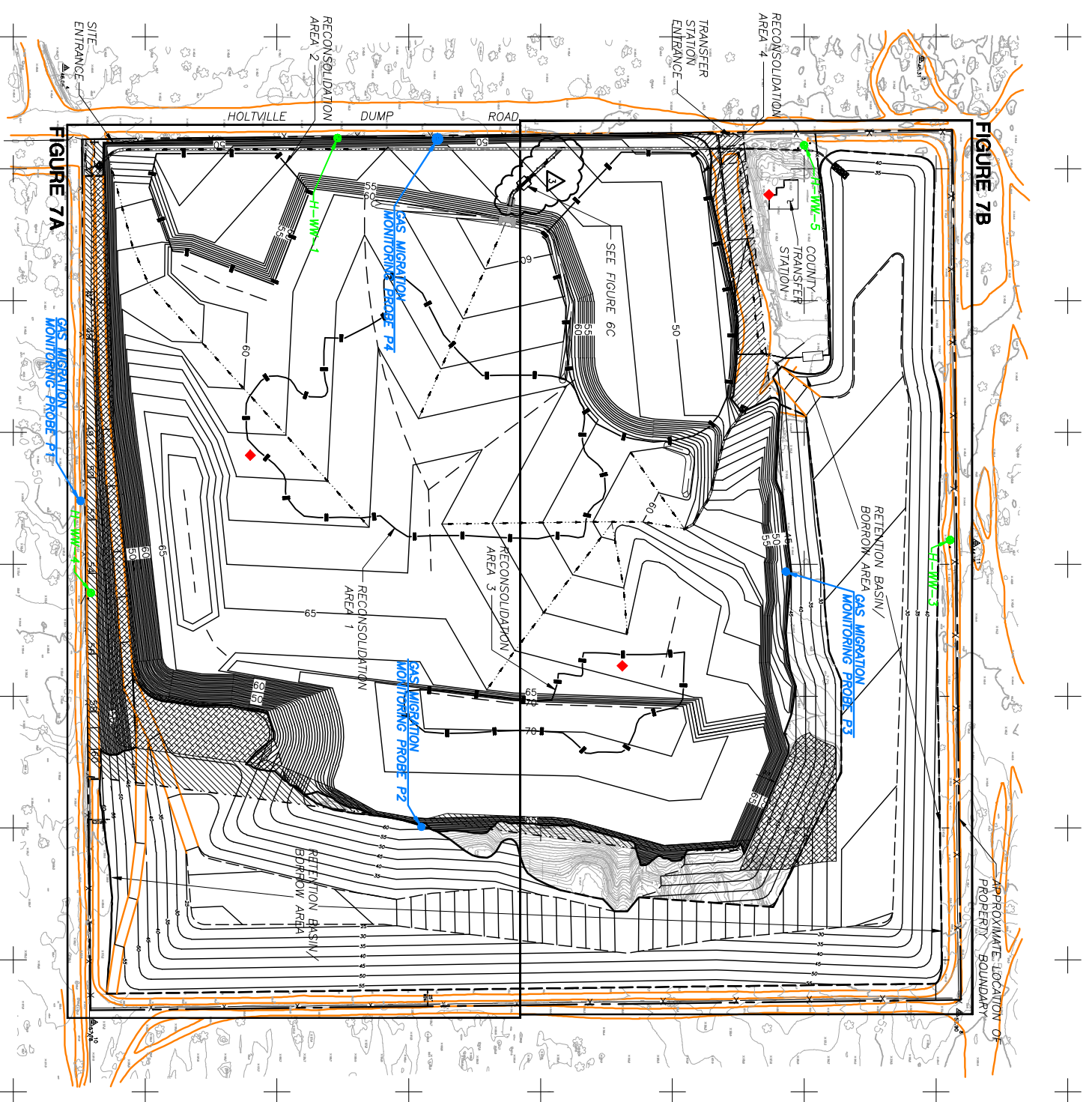
NOTE:
 WASTE MANAGEMENT BOUNDARIES FROM: COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS. GROUNDWATER WELL AND SURFACE SAMPLING LOCATIONS PROVIDED BY DONALD HERZOG & ASSOCIATES, DATED MAY 1991.

TOPOGRAPHIC MAP PROVIDED BY ANALYTICAL PHOTOGRAMMETRIC SURVEYS, INC. RIVERSIDE, CA. DATED SEPTEMBER 10, 2008. AND COOPER AERIAL SURVEY CO. APRIL 14, 1994.

DATE		2-DATE
REVISION		
NO.		
SHEET TITLE: EXISTING TOPOGRAPHY AND FACILITY LAYOUT		
PROJECT TITLE: CALEXICO SOLID WASTE SITE PRELIMINARY CLOSURE / POST CLOSURE MAINTENANCE PLAN AND JOINT TECHNICAL DOCUMENT		
CLIENT: COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS 116 SOUTH 11TH STREET EL CENTRO, CALIFORNIA 92243		
SCS ENGINEERS ENVIRONMENTAL CONSULTANTS 10500 FOURTH STREET, SUITE 150 RANCHO CUCUMONCA, CA 91730 PH. (909) 373-2508 FAX. (909) 373-2518 PROJ. NO. 02209323.00 DATE: 05-18-2011 DWN. BY: L. FUENTES CHK. BY: G. ARORA APP. BY: R. JOHNSON		
SCALE: 1" = 300'		
DRAWING NO.		
3 OF 11		

- COUNTY TRANSFER STATION OPERATIONS.**
1. CONTRACTOR SHALL INSTALL TEMPORARY ORANGE CONSTRUCTION FENCING AROUND TRANSFER AREA TO PREVENT PUBLIC ACCESS TO CONSTRUCTION AREAS.
 2. CONTRACTOR'S OPERATIONS SHALL NOT INTERFERE WITH TRANSFER STATION ACTIVITIES. TRANSFER STATION SHALL REMAIN IN OPERATION DURING POSTED HOURS.

- REFUSE RECONSOLIDATION AREA NOTES:**
1. CONTRACTOR SHALL START REFUSE RECONSOLIDATION AT RECONSOLIDATION AREA NO. 1. ONCE FINAL COVER SUBGRADE CONTOURS ARE MET, THE RECONSOLIDATED REFUSE SHALL BE COVERED WITH 12" INTERIM COVER SOIL.
 2. RECONSOLIDATION AREA NO. 2 DECK FINAL COVER CONTOURS SHALL BE ADJUSTED TO A UNIFORM (STRAIGHT) GRADE FROM V-DITCH EDGE TO TOP OF WEST FACING SLOPE. ONCE FINAL COVER SUBGRADE IS REACHED, THE RECONSOLIDATED REFUSE SHALL BE COVERED WITH 12" INTERIM COVER SOIL.
 3. ANY REMAINING WASTE OR CONTAMINATED SOIL SHALL BE RECONSOLIDATED IN RECONSOLIDATION AREA NO. 3. (ADJUST DECK CONTOURS AS NEEDED TO ACCOMPLISH BALANCE OF WASTE/CONTAMINATED SOIL)
 4. RECONSOLIDATION AREA NO. 4 DECK FINAL COVER CONTOURS SHALL BE ADJUSTED TO A UNIFORM (STRAIGHT) GRADE FROM V-DITCH EDGE TO TOP OF NORTH AND WEST FACING SLOPE. ONCE FINAL COVER SUBGRADE IS REACHED, THE RECONSOLIDATED REFUSE SHALL BE COVERED WITH 12" INTERIM COVER SOIL.
 5. CONTRACTOR SHALL PLACE FINAL COVER IN RECONSOLIDATION AREAS ONLY AFTER ALL REFUSE AND CONTAMINATED SOIL REMOVAL AND RECONSOLIDATION HAS BEEN COMPLETED.



PREPARED BY:
SWT Engineering
 Civil & Environmental
 800-C SOUTH ROCHESTER AVENUE
 ONTARIO, CALIFORNIA 91761

NO.	REVISION DESCRIPTION	DATE
1	V-DITCH TRANSITION--SEE SHEET 1 OF ADDENDUM NO. 1 (REPLACES SHEET 2)	5-10

DATE OF TOPOGRAPHY: APRIL 2009

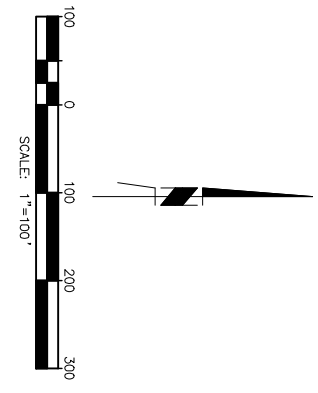
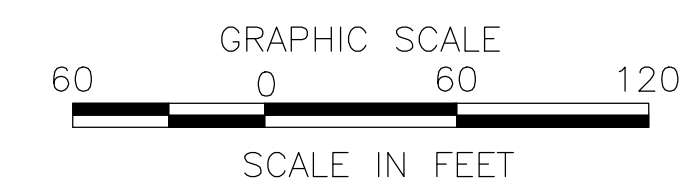


FIGURE 2
 COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS
 HOLVILLE SOLID WASTE FINAL CLOSURE
 SITE PLAN

Z:\PROJECTS\IMPERIAL (COUNTY)\MIB1004 HOLVILLE\CD\DWG\FORCWP DWG5\FIG2-HLT-FNL CLOSURE SITE PLAN

\\Engineers\2012\01212156.00 - Hot Spa SWS 5-Year Permit Review\Task 3 - Amend PCOMP\Figures\PCOMP-Fig 3 GA 6B 9A.dwg Feb 27, 2013 - 4:20am By: 3172amc



- LEGEND**
- 1:000 EXISTING CONTOURS
 - LIMIT OF REFUSE
 - EXISTING FENCING
 - P-5 LANDFILL GAS PROBE
 - C-WW-1 GROUNDWATER MONITORING WELL

NOTE: M.S.L. = 1,000'

EXISTING TOPOGRAPHIC PLAN IS FURNISHED BY RICK ENGINEERING. THE TOPOGRAPHY DATA IS BASED ON JUNE 7, 2012 AERIAL PHOTOGRAPHY.

NO.	REVISION	DATE

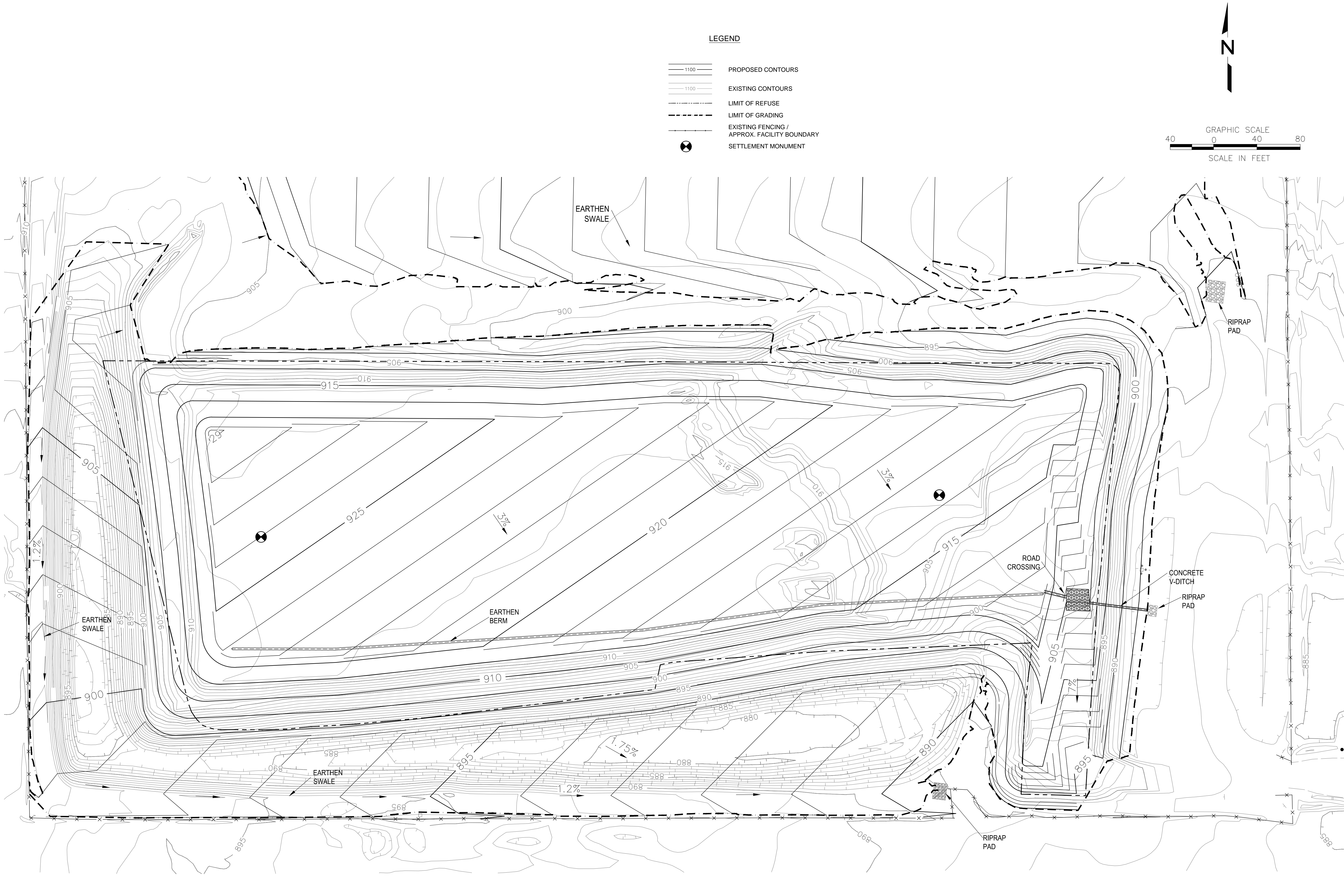
SHEET TITLE: SITE PLAN
 PROJECT TITLE: HOT SPA SOLID WASTE SITE PRELIMINARY CLOSURE / POST CLOSURE MAINTENANCE PLAN

CLIENT: IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS
 155 SOUTH 11TH STREET
 EL CENTRO, CALIFORNIA 92243

SCS ENGINEERS
 ENVIRONMENTAL CONSULTANTS
 9383 CHARLES SMITH AVENUE
 RANCHO CUCUMONGA, CA 91730
 PH: (909) 373-2508 FAX: (909) 373-2518
 PROJ. NO. 01212156.00
 DATE: JANUARY 29, 2013
 DRAWN BY: J. MCGIVERN
 CHECKED BY: A. ALBARICO
 APPR. BY: C. BARRETT

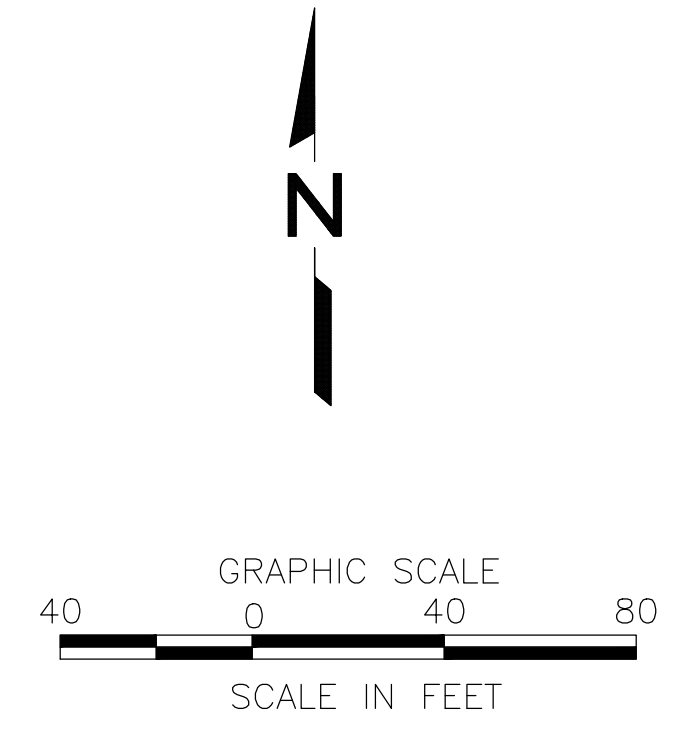
DATE: JANUARY 29, 2013
 SCALE: 1" = 60'
 FIGURE: 3

C:\Engineers\2012\01212156.00 - Hot Spa SW5 5-Year Permit_Review_Task 2 - Update_VTD\Figures_VTD-Fig 3_SAR_6AB_correct.dwg Feb. 13, 2013 -- 1:20pm By: 3172amc



LEGEND

	PROPOSED CONTOURS
	EXISTING CONTOURS
	LIMIT OF REFUSE
	LIMIT OF GRADING
	EXISTING FENCING / APPROX. FACILITY BOUNDARY
	SETTLEMENT MONUMENT

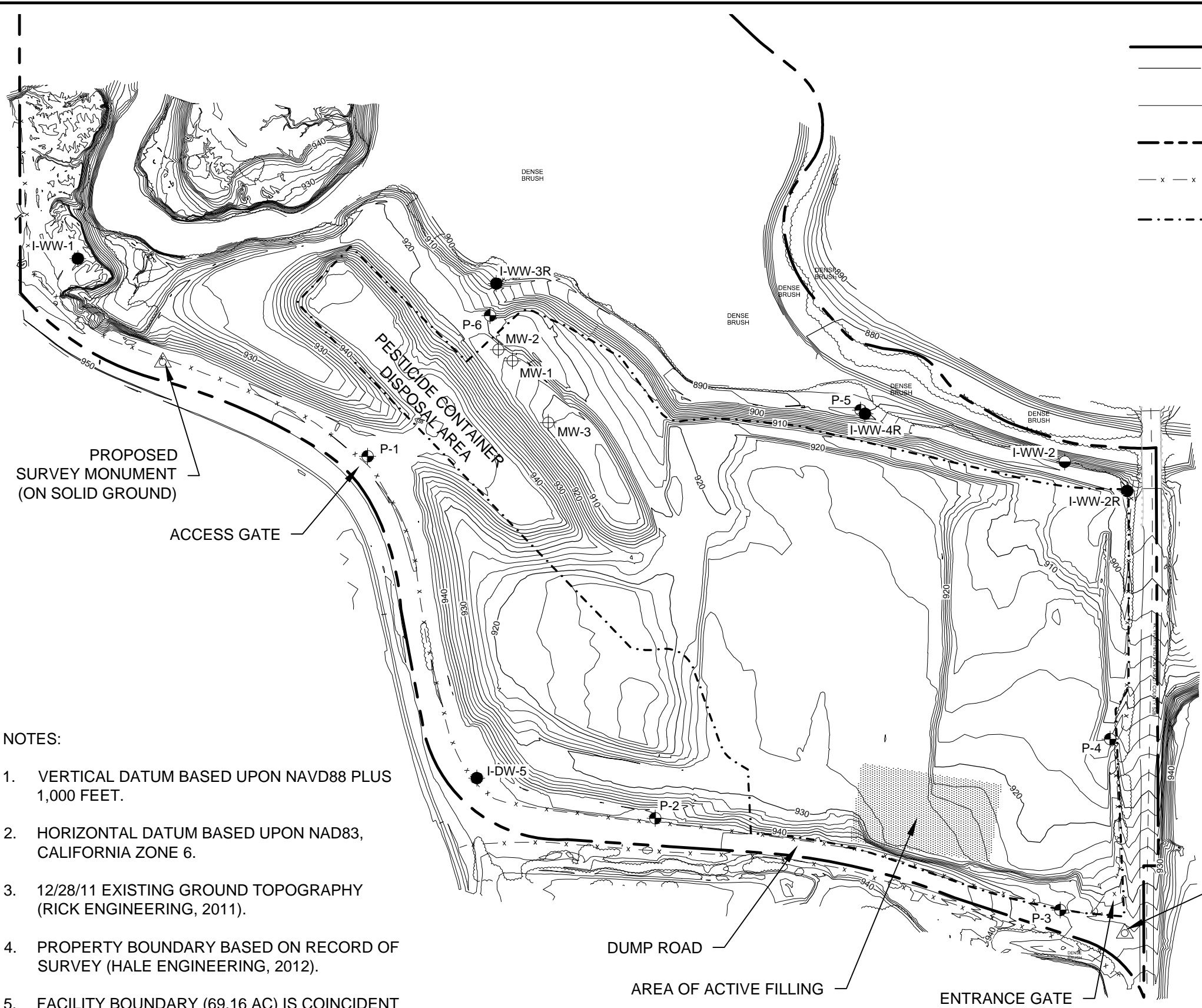


NOTE: M.S.L. = 1,000'

EXISTING TOPOGRAPHIC PLAN IS FURNISHED BY RICK ENGINEERING. THE TOPOGRAPHY DATA IS BASED ON JUNE 7, 2012 AERIAL PHOTOGRAPHY.

SCS ENGINEERS ENVIRONMENTAL CONSULTANTS <small>9383 CHARLES SMITH AVENUE RANCHO CUCAMONGA, CA 91730 PH: (909) 373-2508 FAX: (909) 373-2518 PROJ. NO. 01212156.00 DWN. BY: A. ALBARICO CHK. BY: C. BARRETT</small>	CLIENT: IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS 155 SOUTH 11TH STREET EL CENTRO, CALIFORNIA 92243	SHEET TITLE: FINAL GRADING AND DRAINAGE PLAN PROJECT TITLE: HOT SPA SOLID WASTE SITE JOINT TECHNICAL DOCUMENT	NO. REVISION	DATE
	DATE: FEBRUARY 13, 2013	SCALE: AS SHOWN	FIGURE: 5A	

P:\PRJ\SCAD\DD\CADD\SC0593 - IMPERIAL SOLID WASTE SITE\FIGURES\SC0593-F03.DWG - DRAWN BY:MCARLSON



LEGEND

- EXISTING GROUND MAJOR CONTOUR (10') (NOTES 1 AND 3)
- EXISTING GROUND MINOR CONTOUR (2') (NOTES 1 AND 3)
- PROPERTY BOUNDARY (NOTE 4)
- EXISTING FENCE
- LIMIT OF WASTE (NOTE 6)
- LANDFILL GAS MONITORING PROBE
- GROUNDWATER MONITORING WELL
- PIEZOMETER
- ABANDONED GROUNDWATER MONITORING WELL

PROPOSED SURVEY MONUMENT (ON SOLID GROUND)

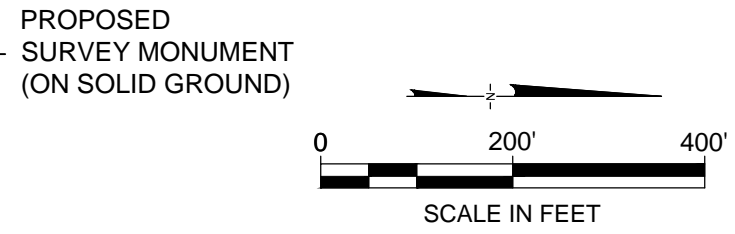
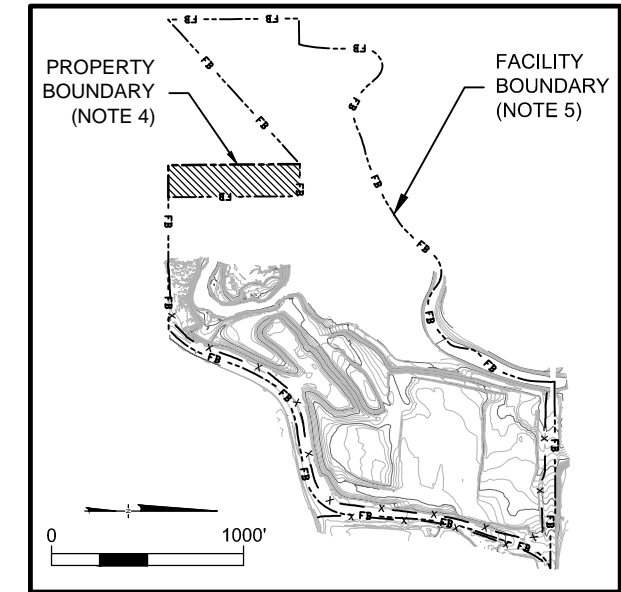
ACCESS GATE

- NOTES:
1. VERTICAL DATUM BASED UPON NAVD88 PLUS 1,000 FEET.
 2. HORIZONTAL DATUM BASED UPON NAD83, CALIFORNIA ZONE 6.
 3. 12/28/11 EXISTING GROUND TOPOGRAPHY (RICK ENGINEERING, 2011).
 4. PROPERTY BOUNDARY BASED ON RECORD OF SURVEY (HALE ENGINEERING, 2012).
 5. FACILITY BOUNDARY (69.16 AC) IS COINCIDENT WITH PROPERTY BOUNDARY (71.799 AC) EXCEPT WITHIN THE HATCHED AREA PRESENTED AT RIGHT.
 6. APPROXIMATE LIMIT OF WASTE DETERMINED FROM REFERENCE DRAWING TITLED "SITE PLAN" (BAS, 2006).

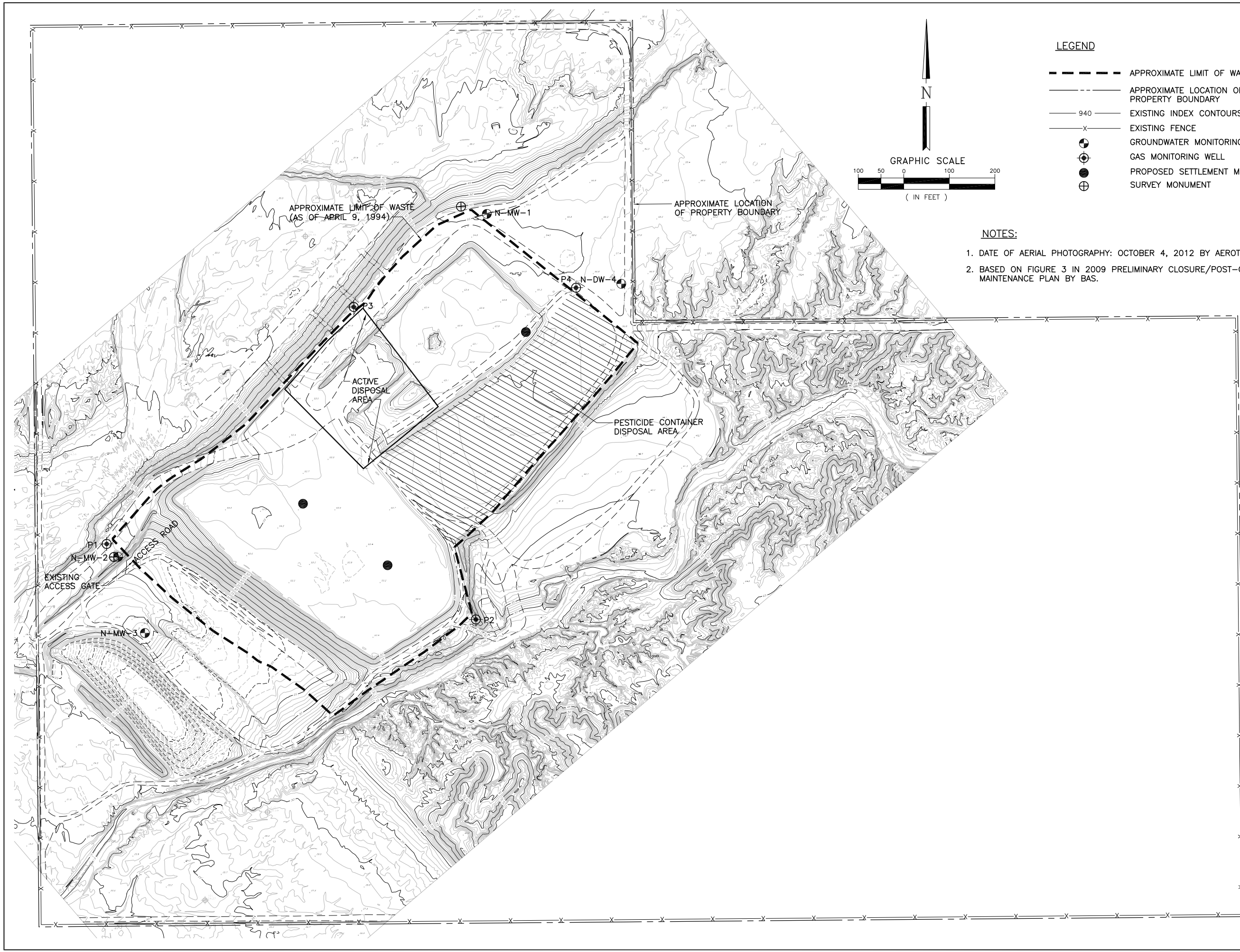
DUMP ROAD

AREA OF ACTIVE FILLING

ENTRANCE GATE



SITE PLAN IMPERIAL SOLID WASTE SITE IMPERIAL COUNTY, CALIFORNIA		
	DATE: OCTOBER 2012	FIGURE 3
	PROJECT NO. SC0593	



LEGEND

	APPROXIMATE LIMIT OF WASTE
	APPROXIMATE LOCATION OF PROPERTY BOUNDARY
	940 EXISTING INDEX CONTOURS
	EXISTING FENCE
	GROUNDWATER MONITORING WELL
	GAS MONITORING WELL
	PROPOSED SETTLEMENT MONUMENT
	SURVEY MONUMENT

- NOTES:**
- DATE OF AERIAL PHOTOGRAPHY: OCTOBER 4, 2012 BY AEROTECH MAPPING.
 - BASED ON FIGURE 3 IN 2009 PRELIMINARY CLOSURE/POST-CLOSURE MAINTENANCE PLAN BY BAS.

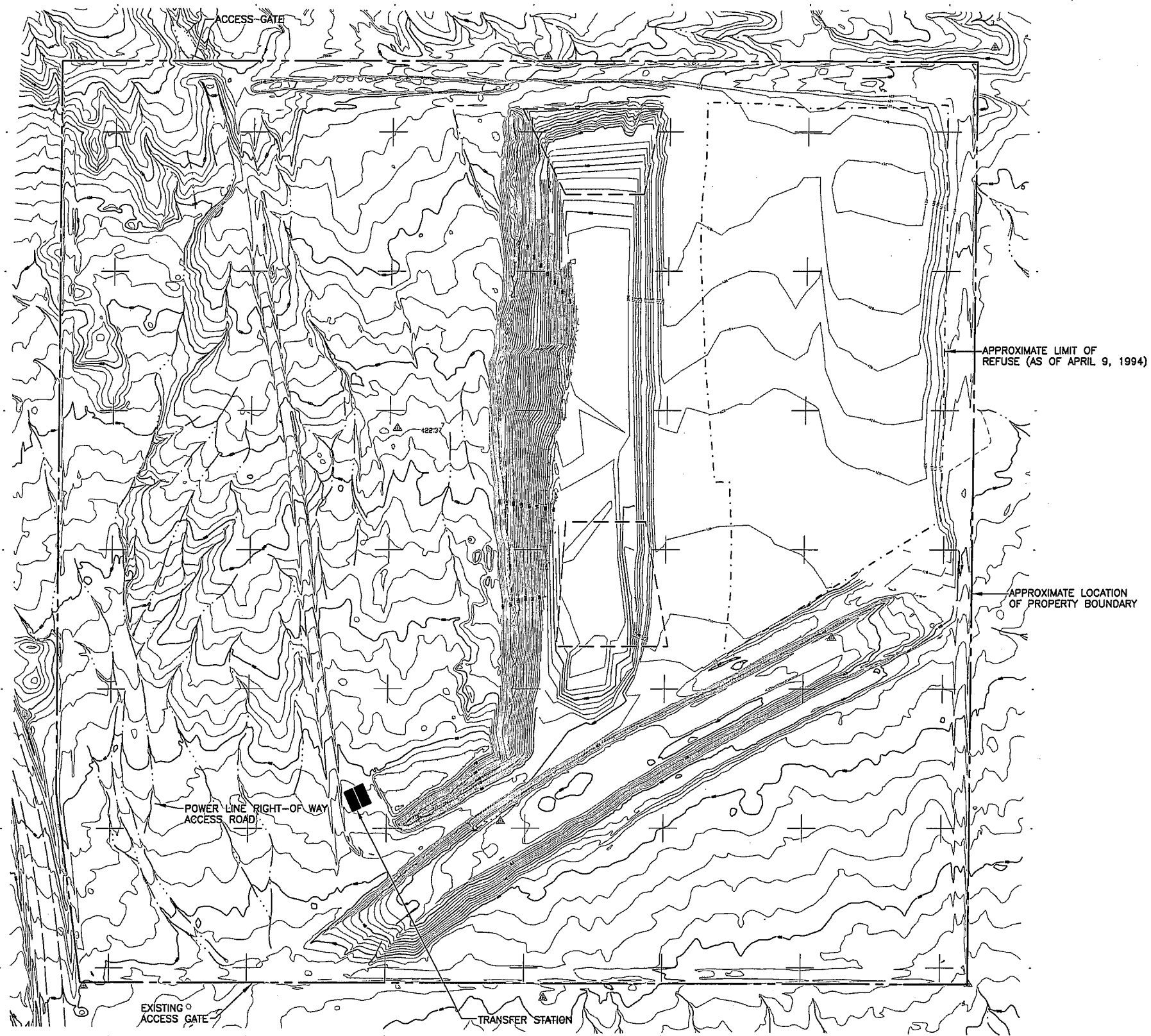
Preliminary Closure/Post-Closure Maintenance Plan
SITE PLAN

Date
FEB 2013

Figure 3

COUNTY OF IMPERIAL
 Department of Public Works
 155 SOUTH 11TH STREET, EL CENTRO, CA 92243





- NOTE:**
1. CURRENT TOPOGRAPHIC MAP WAS PREPARED FROM AN AERIAL SURVEY TAKEN (DECEMBER 6, 2006).
 2. A REPORT, DATED OCTOBER 10, 2006, FROM GEOLOGIC ASSOCIATES WAS SUBMITTED BY THE OPERATOR TO THE LEA CERTIFYING THAT ALL WASTE HAS BEEN REMOVED FROM THE AREA WEST OF THE PERMITTED DISPOSAL AREA AND HAS BEEN RELOCATED TO WITHIN THE ESTABLISHED LIMIT OF REFUSE.

- LEGEND**
- - - - - APPROXIMATE LIMIT OF REFUSE (AS OF 4-9-94)
 - — — — APPROXIMATE LOCATION OF PROPERTY BOUNDARY
 - 940 — EXISTING INDEX CONTOURS
 - - - - - APPROXIMATE LIMITS OF REFUSE OUTSIDE OF SUBTITLE D (4/9/94) FOOTPRINT THAT HAS BEEN CLEAN-CLOSED INTO THE SUBTITLE D FOOTPRINT

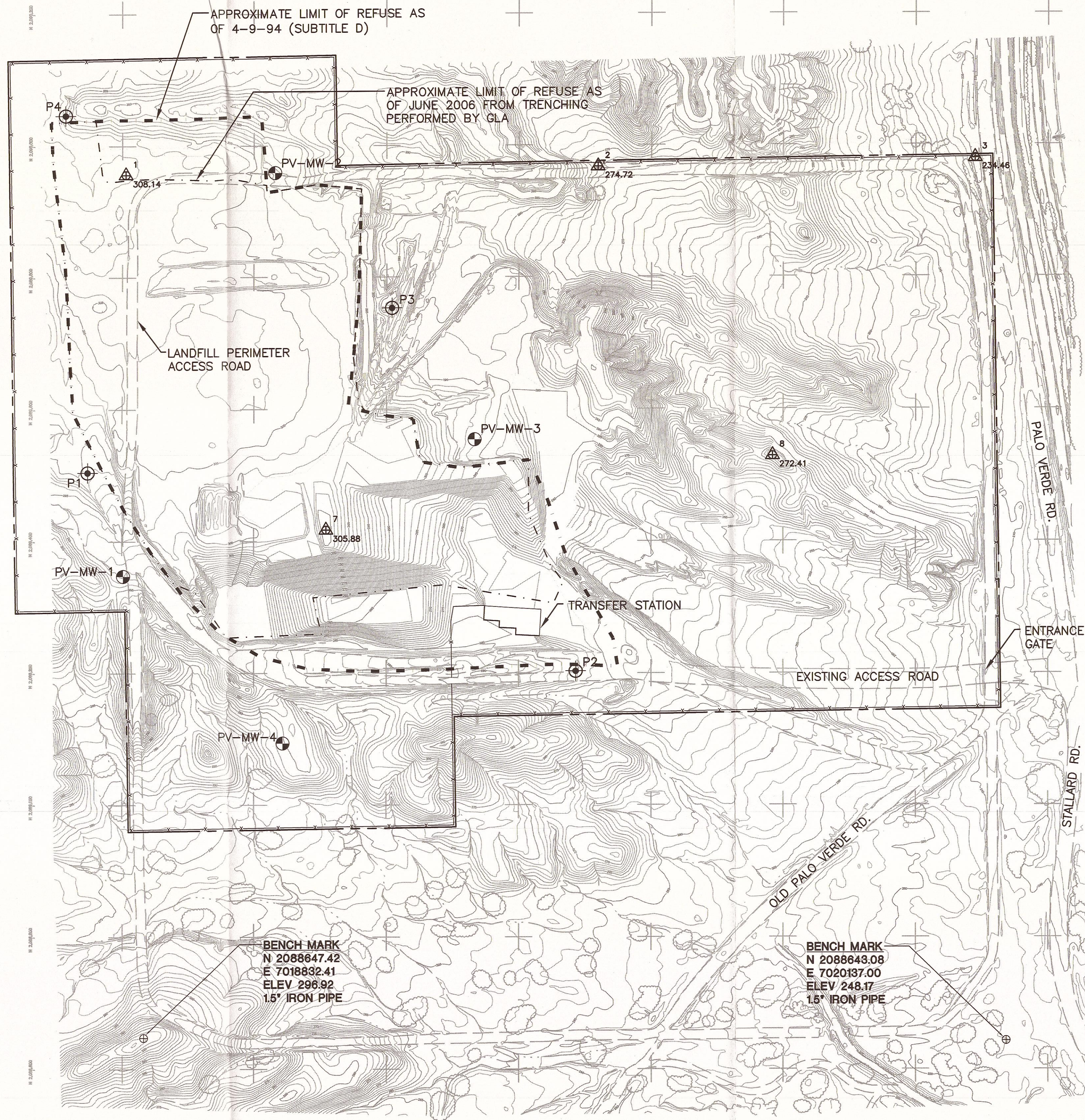
FIGURE 2

<p>Ocotillo Solid Waste Site</p> <p>SITE PLAN</p>	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sym</th> <th>Descrip</th> <th>Date</th> <th>Appd</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sym	Descrip	Date	Appd												
Sym	Descrip	Date	Appd														
<p>DESIGNER'S SEAL</p> <p>BRYAN A. STIRRETT No. 22631 Exp. 12-31-09 REGISTERED PROFESSIONAL ENGINEER CIVIL</p>																	
<p>ENGINEERING FIRM</p> <p>BAS BRYAN A. STIRRETT & ASSOCIATES CIVIL AND ENVIRONMENTAL ENGINEERS 1300 VALLEY VISTA DRIVE RANCHO BUREAU, CA 91765 (909) 880-7777</p>																	
<p>PROJECT INFORMATION</p> <p>Design: M.L.L. Drawn: S.M.A. File #: 2006-01 Chkd: M.L.L. Appd: Date: 05-20-08</p>																	
<p>CLIENT INFORMATION</p> <p>COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS 155 SOUTH 11TH ST EL CENTRO, CALIFORNIA, 92243-2853 Phone: (760) 482-4482</p>																	

GENERAL NOTES

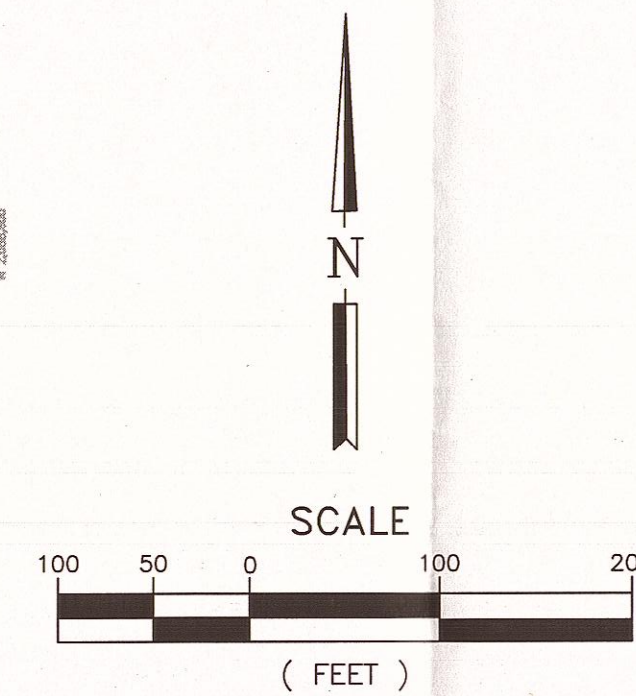
1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN IN THESE DRAWINGS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND ANY APPLICABLE CONTRACT SPECIFICATIONS.
2. CONTRACTOR SHALL PROVIDE ALL UTILITIES (WATER, ELECTRICAL, AND TELEPHONE SERVICE) REQUIRED TO SUCCESSFULLY COMPLETE ANY AND ALL CONSTRUCTION ACTIVITIES.
3. ALL EXISTING FENCES, MONITORING WELLS, PIPELINES, GAS LINES, AND PROBES, SHALL BE PROTECTED FROM DAMAGE OR BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. ALL EXISTING AND PROPOSED DIMENSIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO STARTING WORK.
5. TOPOGRAPHY WAS DEVELOPED BY DIGITAL PHOTOGRAMMETRIC METHODS (2002). GRID TICKS ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83). CALIFORNIA COORDINATE SYSTEM ZONE VI NAD 83 IS TO BE USED FOR ALL SURVEY WORK. HORIZONTAL AND VERTICAL CONTROL POINTS ARE SHOWN ON THE TITLE SHEET.
6. ALL ELEVATIONS ARE IN FEET AND DECIMAL THEREOF, BASED ON USC AND GS DATUM.
7. CONTRACTOR SHALL COORDINATE WITH COUNTY OF IMPERIAL PUBLIC WORK DEPARTMENT ON ALL CONSTRUCTION ACTIVITIES.
8. ALL ELEVATIONS ARE REFERENCED TO THE HORIZONTAL/VERTICAL CONTROL (HVC) POINTS SHOWN ON THE EXISTING SITE PLAN. COPIES OF HORIZONTAL VERTICAL CONTROL INFORMATION MAY BE OBTAINED FROM COUNTY OF IMPERIAL PUBLIC WORK DEPARTMENT.
9. CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN IN PLACE FROM DAMAGE. ANY DAMAGE DONE BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION, AT THE CONTRACTOR'S SOLE EXPENSE WITHOUT ADDITIONAL COMPENSATION.
10. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY AS REQUIRED BY THE CONTRACT DOCUMENTS.
11. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH THE PROJECT SPECIFICATIONS. THE PALO VERDE CONSTRUCTION QUALITY ASSURANCE (CQA) PLAN, GLA (NOV. 2005) AND THE RECOMMENDATIONS AS STATED IN THE PALO VERDE ALTERNATIVE COVER EVALUATION (GLA JAN. 2003), AND ALL SUBSEQUENT ADDENDA.

12. THE CONTRACTOR SHALL KEEP A COPY OF THE HEALTH AND SAFETY PLAN ON-SITE. ALL CONTRACTOR PERSONNEL AND SUBCONTRACTORS ARE REQUIRED TO READ AND ADHERE TO THE PROVISIONS AS SET FORTH IN THE HEALTH AND SAFETY PLAN AT ALL TIMES.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE EXACT DETERMINATION AS TO THE LOCATION OF ALL EXISTING UTILITIES. FORTY-EIGHT (48) HOURS PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 1-800-422-4133 AND SHALL PROVIDE THE CONSTRUCTION MANAGER WITH VERIFICATION NUMBERS ISSUED.
14. FINAL COMPACTION REPORTS WILL BE REQUIRED FOR ALL FILLS GREATER THAN ONE FOOT.
15. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH THE REGULATIONS OF CAL-OSHA.
16. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
17. PROTECT ALL UTILITIES, POLES, SIGNS, AND EXISTING IMPROVEMENTS IN PLACE UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED ON THESE PLANS. WHERE RELOCATION OF THESE UTILITIES ARE REQUIRED, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION AS NECESSARY AND AS APPROVED BY THE ENGINEER.
18. **DESIGN INTENT STATEMENT:** THE CONSTRUCTION OF THE LANDFILL COVER SYSTEM SHALL APPROXIMATE THE LINE AND GRADES INDICATED ON THE DRAWINGS, AND WILL CONSIST OF A MINIMUM 3-FOOT THICK (VERTICAL DIMENSION) MONOLITHIC SOIL FINAL COVER (CONSISTING OF 2-FOOT OF SELECT SOIL MATERIAL OVER A 1-FOOT (MINIMUM) THICK EXISTING OR PROPOSED INTERIM COVER). WHEN COMPLETED, THE FINAL LANDFILL SURFACE SHALL BE GRADED SUCH THAT NO SLOPE AREA EXCEEDS A 3:1 HORIZONTAL TO VERTICAL SLOPE RATIO, NOR SHALL ANY DECK AREA HAVE A GRADIENT LESS THAN 2% SHEET FLOW (UNLESS SHOWN OTHERWISE ON PLAN). DUE TO POTENTIAL SETTLEMENT AND LANDFILL MAINTENANCE OPERATIONS, MODIFICATIONS OF LINES AND GRADES ARE ANTICIPATED TO MEET FIELD CONDITIONS.



LEGEND

- PROPOSED INDEX CONTOURS
- PROPOSED INTERMEDIATE CONTOURS
- EXISTING CONTOURS
- CUT/FILL LINE
- EXISTING ROAD
- FENCE
- APPROXIMATE LIMIT OF REFUSE AS OF JUNE 2006 FROM TRENCHING PERFORMED BY GLA
- APPROXIMATE LIMIT OF REFUSE AS OF 4-9-94 (SUBTITLE D)
- PROPERTY LINE
- EXISTING CONTROL POINT/SURVEY MONUMENT
- GROUNDWATER MONITORING WELL
- PROPOSED LANDFILL GAS (LFG) MONITORING PROBE



DATE OF TOPOGRAPHY: APRIL 03, 2002
(SUPPLEMENTAL TOPOGRAPHY OF THE SOUTHERLY PORTION OF THE SITE AND TRANSFER STATION: JULY, 2008)

G:\DWG\IMPERIAL\PALO 2008 CLOSURE PLAN\26303DB.DWG

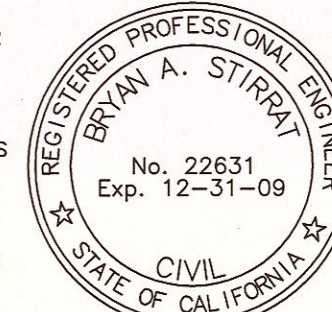


COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS
155 SOUTH 11TH ST, EL CENTRO, CALIFORNIA, 92243-2853
Phone: (760) 482-4462
Fax: (760)352-1272



BRYAN A. STIRRAT & ASSOCIATES
CONSULTING CIVIL & ENVIRONMENTAL ENGINEERS
1360 VALLEY VISTA DRIVE
DIAMOND BAR, CALIFORNIA 91765
(909) 860-7777
WWW.BAS.COM

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE COUNTY OF IMPERIAL IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS AN ENGINEER OF WORK OR MY RESPONSIBILITIES FOR THE PROJECT DESIGN.



PALO VERDE SOLID WASTE SITE FINAL CLOSURE PLAN

EXISTING SITE PLAN

DESIGNED BY : C.M.	JOB NUMBER: 2007-0065
DRAWN BY : J.S.	DATE : 06-2009 FILE NO.:26303DB
CHECKED BY : R.B.W./S.Y.N./R.H.	DATE : 06-2009
APPROVED BY : B.A.S.	DATE : 06-2009

ATTACHMENT 5
SAMPLE AGREEMENT
AND INSURANCE
REQUIREMENTS

1 **AGREEMENT FOR CONSTRUCTION SERVICES**

2 <<Business Name>>

3 THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into
4 effective the ____ day of _____, 2024, by and between the COUNTY OF IMPERIAL, a political
5 subdivision of the State of California, through its Department of Public Works (“COUNTY”)
6 and<<Business Name>>, a «Consultant_Business_Type» licensed to do business within the state of
7 California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 professional construction services for <<Project Description>>(“Project”); and

11 **WHEREAS**, COUNTY wishes to engage CONTRACTOR for performance of such services as are
12 provided for herein and CONTRACTOR is willing to accept such engagement.

13 **NOW, THEREFORE**, COUNTY and CONTRACTOR have and hereby agree to the following:

14 **1. DEFINITIONS.**

15 **1.1.** “Invitation for Bid” shall mean the document entitled, “«Name_of_RFP»,” dated
16 «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and
17 Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as
18 **Exhibit “A”** and incorporated herein as though fully set forth.

19 **1.2.** “Proposal” shall mean CONTRACTOR’s document entitled “«Name_of_Proposal»,”
20 dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is
21 attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

22 **1.3.** “Plans and Specifications” shall mean the plans and specifications approved by the
23 Director of Public Works, or his/her designee, for Project Number «Project_Number».
24 While COUNTY is responsible for the completeness and accuracy of the Plans and
25 Specifications for the Project, CONTRACTOR is required to review the Plans and
26 Specifications and promptly report any errors or omissions to COUNTY.

27 **2. CONTRACT COORDINATION.**

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

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

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

9 **3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**

10 **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,
11 scheduling, coordination and contract administration necessary to construct and complete
12 the Project in a good, expeditious, workman-like and substantial manner under the terms of
13 and in full and complete compliance with this Agreement ("Work").

14 **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,
15 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this
16 Agreement.

17 **3.3.** All described work shall be constructed, installed, placed and performed in conformance
18 with the Plans and Specifications and all Special Provisions contained therein and as directed
19 by COUNTY's engineer.

20 **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the
21 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take
22 precedence over both.

23 **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full
24 performance of the obligations assumed by CONTRACTOR hereunder; including but not
25 limited to any additional work or change orders agreed upon pursuant to written
26 authorization as described in Section 5. Proposed additional work or change order requests,
27 when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-
28 2," etc.).

1 **4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

2 **4.1. Four Feet (4') Below the Surface.** In the event the Project involves digging trenches or
3 other excavations that extend deeper than four feet (4') below the surface,
4 CONTRACTOR shall:

5 **4.1.1.** Promptly, and before the following conditions are disturbed, notify COUNTY, in
6 writing, of any:

7 (a) Material that CONTRACTOR believes may be material that is hazardous
8 waste, as defined in Health & Safety Code §25117, that is required to be
9 removed to a Class I, Class II or Class III disposal site in accordance with
10 provisions of existing law;

11 (b) Subsurface or latent physical conditions at the site differing from those
12 indicated by information about the site made available to bidders prior to
13 the deadline for submitting bids; and

14 (c) Unknown physical conditions at the site of any unusual nature, different
15 materially from those ordinarily encountered and generally recognized as
16 inherent in work of the character provided for in the Agreement.

17 **4.1.2.** In response to any written notice generated pursuant to Subparagraph 4.1.1,
18 COUNTY shall promptly investigate the conditions, and if it finds that the
19 conditions do materially so differ, or do involve hazardous waste, and cause a
20 decrease or increase in CONTRACTOR's cost of, or the time required for,
21 performance of any part of the Work, COUNTY shall issue a change order under
22 the procedures described in this Agreement.

23 **4.1.3.** In the event that a dispute arises between COUNTY and CONTRACTOR whether
24 the conditions materially differ, or involve hazardous waste, or cause a decrease
25 or increase in CONTRACTOR's cost of, or time required for, performance of any
26 part of the Work, CONTRACTOR shall not be excused from any scheduled
27 completion date provided for by this Agreement, but shall proceed with all Work
28 to be performed under this Agreement. CONTRACTOR shall retain any and all

1 rights provided either by contract or by law which pertain to the resolution of
2 disputes and protests between the Parties.

3 **4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000)**
4 **and Five Feet (5’) Below the Surface.** For projects involving both an estimated expenditure
5 in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five
6 feet (5’) or more in depth, CONTRACTOR shall submit a detailed plan showing the
7 design of shoring, bracing, sloping or other provisions to be made for worker protection
8 from the hazard of caving ground during the excavation of such trench. The plan must
9 be accepted by COUNTY (or by a registered civil or structural engineer, employed by
10 COUNTY, to whom authority to accept has been delegated) in advance of excavation. If
11 such plan varies from the shoring system standards, the plan shall be prepared by a
12 registered civil or structural engineer. Nothing in this Paragraph shall allow
13 CONTRACTOR to use a shoring, sloping, or protective system less effective than that
14 required by California Construction Safety Orders. Further, nothing in this Paragraph
15 shall be construed to impose tort liability on COUNTY or any of its employees.

16 **4.3. Utilities Relocation.** In the event that CONTRACTOR, in the scope of work, encounters
17 utilities not shown on COUNTY’S plans, COUNTY shall compensate CONTRACTOR
18 for utilities relocation work. COUNTY shall also waive liquidated damages for any delay
19 that occurs as a result of said encounter and/or relocation of utilities.

20 **5. CHANGE ORDERS.**

21 **5.1. Change Orders.** CONTRACTOR shall make no changes to the Work to be performed
22 pursuant to this Agreement, including but not limited to additions, deletions, modifications
23 or substitutions, nor shall CONTRACTOR perform any extra work (collectively, “Change
24 Order Work”) without the prior written consent of COUNTY. If CONTRACTOR
25 encounters conditions it considers different from those described in **Exhibit “A”** to this
26 Agreement, CONTRACTOR may request a change order in conformance with COUNTY’S
27 standard procedure (“Change Order”). If COUNTY approves the request, CONTRACTOR
28 will execute a Change Order and CONTRACTOR’S execution of the Change Order shall

1 confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall
2 perform such changes in the Work as directed by COUNTY in any Change Order prepared
3 by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a
4 Change Order shall not be limited in any way. The Change Order shall be in writing and
5 shall include:

6 **5.1.1.** Any and all supporting documents and drawings depicting the source and location
7 of the desired change, and explain in detail the field conditions and reasons for the
8 requested change;

9 **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result
10 of changes in the Work based on a lump sum or time and material basis, as may be
11 directed by COUNTY; and

12 **5.1.3.** Any request for adjustments to time for completion of the Project.

13 **5.2.** Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any
14 compensation for work, labor, materials or changes of any kind, regardless of whether
15 ordered by COUNTY or any of its representatives, unless a Change Order has been
16 submitted in writing and approved prior to the commencement of any Change Order Work
17 as described above. If the changes are required by any inspecting governmental agencies or
18 utility companies, or are otherwise required to comply with any codes, laws, rules or
19 regulations, including those set forth in this Agreement, then CONTRACTOR shall not be
20 entitled to any increases in the compensation set forth in this Agreement or other
21 compensation as a result of the changes.

22 **5.3.** Disputed Change Order Work. Any dispute concerning the performance of such Change
23 Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY
24 shall not affect CONTRACTOR's obligation to perform such Change Order Work.
25 CONTRACTOR agrees that it shall timely complete all Change Order Work even if there
26 shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the
27 Change Order Work. CONTRACTOR shall have the right to be compensated for any
28 undisputed Change Order Work amounts as determined to be undisputed in COUNTY's

1 sole discretion.

2 **5.4.** Authorized Representative. No Change Order shall be valid or binding against COUNTY
3 unless such Change Order has been executed by COUNTY's designated representative, who
4 is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the
5 designated representative is changed.

6 **5.5.** Limits. When applicable, the authority to execute a Change Order on this Project shall not
7 exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142
8 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five
9 percent (25%) of the amount set forth in this Agreement and based on a need for additional
10 quantities due to an increase in the unit quantities required to complete the project in excess
11 of the COUNTY's Engineer's estimate of unit quantities as set forth in the Invitation to Bid,
12 CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139
13 and section 4 of the Standard Specifications, State of California, Business, Transportation
14 and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans
15 Standard Specifications") referred to in **Exhibit "A"** and incorporated herein by reference.

16 **6. REPRESENTATIONS BY CONTRACTOR.**

17 **6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the
18 construction specified in the description of work. CONTRACTOR has represented itself to
19 be expert in these fields and understands that COUNTY is relying upon such representation.

20 **6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required
21 licenses and authorities to do business in the State of California and perform all aspects
22 of this Agreement.

23 **6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any
24 other services, or materials, in connection therewith until CONTRACTOR has received
25 written authorization from the Director of Public Works, or his/her designee ("Notice to
26 Proceed") to do so.

27 **6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on
28 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement

1 and bind CONTRACTOR to the performance of all duties and obligations assumed by
2 CONTRACTOR herein.

3 **6.5.** CONTRACTOR represents and warrants that any employee, contractor, subcontractor and
4 agent who will be performing any of the duties and obligations of CONTRACTOR herein
5 possess all required licenses and authorities, as well as the experience and training, to
6 perform such tasks.

7 **6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal are
8 true and correct.

9 **6.7.** CONTRACTOR understands that COUNTY considers the representations made herein
10 to be material and would not enter into this Agreement with CONTRACTOR if such
11 representations were not made.

12 **6.8.** Retention and Access of Books and Records. CONTRACTOR represents and warrants
13 that it shall maintain books, records, documents, reports and other materials developed
14 under this Agreement as follows:

15 **6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers,
16 books, files, correspondence and other records of all kinds which at any time shall
17 come into its possession or under its control relating only to services performed
18 by CONTRACTOR under this Agreement for a minimum period of five (5) years,
19 or for any longer period required by law, from the date said papers came into the
20 possession of CONTRACTOR pursuant to this Agreement.

21 **6.8.2.** Any records or documents required to be maintained by CONTRACTOR
22 pursuant to this Agreement shall be made available to COUNTY for inspection or
23 audit, at any time during CONTRACTOR's regular business hours provided
24 COUNTY provides CONTRACTOR with seven (7) days advanced written or oral
25 notice. Copies of such documents shall, at no cost to COUNTY, be provided to
26 COUNTY for inspection at CONTRACTOR's address indicated for receipt of
27 notices under this Agreement.

28 **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR

1 pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of
2 termination of this Agreement.

3 **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor will
4 it be engaged by and owes no duty of performance to any other person or entity
5 that would constitute a conflict. For breach or violation of this warranty,
6 COUNTY shall amongst other remedies at law, have the right to terminate this
7 Agreement without liability, or at its sole discretion, to deduct from the
8 Agreement price or consideration, or otherwise recover the full amount of such
9 fee, commission, percentage brokerage fee, gift or contingent fee paid or received
10 from another entity or person.

11 **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full
12 compliance with all applicable Federal, State and local statues, rules, regulations and
13 policies and procedures, regardless of whether they are expressly set forth in this
14 Agreement. It is understood that in the event COUNTY is investigated or audited by any
15 State or Federal governmental agency, or any other recognized investigative/auditing
16 entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful
17 request for information.

18 **7. TERM OF AGREEMENT.**

19 This Agreement shall commence on the date first written above and shall remain in effect until
20 the services provided as outlined in Section 3, ("SCOPE OF WORK TO BE PERFORMED BY
21 CONTRACTOR"), have been completed, unless otherwise terminated as provided for in this Agreement.

22 **8. COMPENSATION.**

23 The total compensation payable under this Agreement shall be in accordance with the item prices
24 incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services
25 related to the performance of this Agreement, attached hereto as **Exhibit "B"** and incorporated herein
26 as though fully set forth. The total compensation payable under this Agreement shall not exceed
27 <<Compensation Amount>>

28 **9. PAYMENT AND RETENTION OF FUNDS.**

1 COUNTY shall pay CONTRACTOR for completed and approved services upon presentation
2 and approval of its itemized billing, subject to the following.

3 **9.1. Retention.**

4 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall
5 generally retain five percent (5%) of the total compensation payable under this
6 Agreement until the Work to be performed has been completed in accordance with
7 this Agreement, as determined by COUNTY, and payment in full of all of
8 CONTRACTOR's subcontractors has been certified.

9 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors
10 has approved a finding, during a properly noticed and normally scheduled public
11 hearing conducted either prior to or concurrent with authorizing this Project to go
12 out to bid, that the Project is substantially complex and therefore requires a higher
13 retention amount than 5%. Should the retention amount exceed 5% for this Project,
14 then the actual retention amount will be listed in the Plans and Specifications, along
15 with the findings justifying the increased retention amount.

16 **9.2. Substitution of Retention.**

17 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by
18 COUNTY to ensure performance under this Agreement. At the request and
19 expense of CONTRACTOR, securities equivalent to the amount retained shall be
20 deposited with the COUNTY, or with a state or federally chartered bank in this state
21 as the escrow agent, who shall then return the securities to CONTRACTOR once
22 the Work to be performed has been completed in accordance with this Agreement,
23 as determined by COUNTY, and payment in full of all of CONTRACTOR's
24 subcontractors has been certified.

25 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of
26 retentions earned directly to the escrow agent at the expense of CONTRACTOR.
27 CONTRACTOR, at its sole cost and expense, may direct the investment of the
28 payments into securities, and CONTRACTOR shall receive the interest earned on

1 the investments upon the same terms provided for in this Section for securities
2 deposited by CONTRACTOR. Once the Work to be performed has been
3 completed in accordance with this Agreement, as determined by COUNTY, and
4 payment in full of all of CONTRACTOR's subcontractors has been certified,
5 CONTRACTOR shall receive from the escrow agent all securities, interest, and
6 payments received by the escrow agent from COUNTY, pursuant to the terms of
7 this Section.

8 **9.2.3.** Securities eligible for investment under this Section shall include those listed in Cal.
9 Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing
10 demand deposit accounts, standby letters of credit, or any other security mutually
11 agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the
12 beneficial owner of any securities substituted for retained funds and shall receive
13 any interest thereon.

14 **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement
15 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

16 **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is
17 prohibited where funding for the Project, in whole or in part, will be provided by
18 the Farmers Home Administration of the United States Department of Agriculture
19 pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921
20 et seq.), or where otherwise disallowed by federal law.

21 **10. METHOD OF PAYMENT.**

22 **10.1.** CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit
23 to COUNTY's Director of Public Works or his/her designee, a complete and accurate
24 written claim for compensation for services performed. The claim shall be in a format
25 approved by COUNTY. COUNTY shall make no payment prior to the claims being
26 approved in writing by the Director of Public Works or his/her designee.

27 **10.2.** After determining that the claim is a proper payment request, the Director of Public
28 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed

1 and properly submitted claims approved for payment within ten (10) days following the
2 date the claim was submitted to his/her Department.

3 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and
4 in any event in the normal course of business within thirty (30) days after the undisputed
5 and properly submitted claim is submitted.

6 **10.4.** Any claim determined to be an improper payment request shall be returned to
7 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with
8 a written explanation as to why the claim is an improper request for payment.

9 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code
10 §20104.50, CONTRACTOR must properly fill out all written claims for compensation for
11 services performed.

12 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010
13 in the event payment is not made within thirty (30) days of an undisputed properly submitted
14 request.

15 **11. INDEMNIFICATION.**

16 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
17 protect and hold COUNTY and its representatives, officers, directors, designees,
18 employees, agents, successors and assigns harmless from any and all claims, expenses,
19 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law
20 or equity, of every kind and nature whatsoever arising out of or in connection with
21 CONTRACTOR's negligent acts and omissions or willful misconduct under this
22 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,
23 but does not include Claims that are finally determined to be the result of the sole
24 negligence or willful misconduct of COUNTY.

25 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
26 hold COUNTY harmless from all Claims, including but not limited to:

27 **11.2.1.** 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

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

7 **11.2.2.** Liability arising from injuries to CONTRACTOR and/or any of
8 CONTRACTOR's employees or agents arising out of CONTRACTOR's
9 negligent performance of, or willful misconduct surrounding, any of the terms
10 contained in this Agreement, or anyone directly or indirectly employed by
11 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

12 **11.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
13 regulation, standard, ordinance or statute caused by the negligent action or
14 inaction, or willful misconduct of CONTRACTOR or anyone directly or
15 indirectly employed by CONTRACTOR or anyone for whose acts
16 CONTRACTOR may be liable, including but not limited to:

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

22 (b) Any loss of funding, penalties, fees, or other costs resulting from
23 CONTRACTOR's failure to adhere to prevailing wage requirements, as
24 determined by COUNTY, the California Department of Industrial
25 Relations, or such other lawful entity in charge of monitoring prevailing
26 wage compliance;

27 **11.2.4.** Infringement of any patent rights which may be brought against COUNTY arising
28 out of CONTRACTOR's work;

1 **11.2.5.** Any violation or infraction by CONTRACTOR of any law, order, citation, rule,
2 regulation, standard, ordinance or statute in any way relating to the occupational
3 health or safety of employees; and

4 **11.2.6.** Any breach by CONTRACTOR of the terms, requirements or covenants of this
5 Agreement.

6 **11.3.** The indemnification provisions of this Agreement shall extend to Claims occurring after
7 this Agreement is terminated, as well as while it is in force.

8 **12. INDEPENDENT CONTRACTOR.**

9 **12.1.** In all situations and circumstances arising out of the terms and conditions of this
10 Agreement, CONTRACTOR is an independent contractor, and as an independent
11 contractor, the following shall apply:

12 **12.2.** CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the
13 requirements and results specified by this Agreement.

14 **12.3.** CONTRACTOR shall be responsible to COUNTY only for the requirements and results
15 specified by this Agreement and except as specifically provided in this Agreement, shall
16 not be subject to COUNTY’s control with respect to the physical actions or activities of
17 CONTRACTOR in fulfillment of the requirements of this Agreement.

18 **12.4.** CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY,
19 and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with
20 Worker’s Compensation coverage or any other type of employment or worker insurance
21 or benefit coverage required or provided by any Federal, State or local law or regulation
22 for, or normally afforded to, an employee of COUNTY.

23 **12.5.** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY
24 shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the
25 Social Security Old Age Pension Program, Social Security Disability Program, or any
26 other type of pension, annuity, or disability program required or provided by any Federal,
27 State or local law or regulation.

28 **12.6.** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or

1 make any claim against any COUNTY fringe benefit program, including, but not limited
2 to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance
3 plan, or any other type of benefit program, plan, or coverage designated for, provided to,
4 or offered to COUNTY's employee.

5 **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,
6 or local tax, including, but not limited to, any personal income tax, owed by
7 CONTRACTOR.

8 **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent and
9 conduct itself as, an independent contractor, not an employee of COUNTY.

10 **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
11 or obligate COUNTY in any way without the written consent of COUNTY.

12 **13. INSURANCE.**

13 **13.1.** CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,
14 during the entire term of this Agreement and any extended term therefore, insurance in a
15 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
16 connection with the performance of this Agreement and in any event not less than the
17 minimum limit set forth in the "Minimum Insurance Amounts" attachment to the Plans
18 and Specifications which are incorporated as if set forth fully herein.

19 **13.2. Special Insurance Requirements.** All insurance required shall:

20 **13.2.1.** Be procured from California admitted insurers (licensed to do business in
21 California) with a current rating by Best's Key Rating Guide, acceptable to
22 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
23 ratings must be approved in writing by COUNTY.

24 **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
25 maintained by COUNTY shall be in excess of CONTRACTOR's insurance
26 coverage and shall not contribute to it.

27 **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers'
28 Compensation, and provide that COUNTY may recover for any loss suffered by

COUNTY by reason of CONTRACTOR's negligence.

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

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

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

13.3. Additional Insurance Requirements.

13.3.1. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

13.3.2. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards";
- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which requires the exhaustion of other insurance prior to providing coverage;

- (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
- (f) Includes COUNTY as an additional insured; and
- (g) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

13.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to 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.

13.5. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein as though fully set forth.

13.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

14. **WORKERS’ COMPENSATION CERTIFICATION.**

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

14.2. This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

14.3. CONTRACTOR understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers’ Compensation pursuant to statutory requirements

1 prior to beginning work on the Project.

2 **14.4.** If CONTRACTOR has no employees, initial here: _____.

3 **15. WARRANTY.**

4 **15.1. One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of its
5 work and component parts and guarantees that all work shall be performed in a
6 professional and workman-like manner and be free from defects. CONTRACTOR
7 guarantees to timely correct all work performed by it under this Agreement which
8 COUNTY determines to be defective in design, material and/or workmanship within a
9 period of one (1) year from the date of the completion of the Work. The warranties set
10 forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and
11 case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly
12 agrees that all warranties made by CONTRACTOR, all obligations under this Agreement
13 and all remedies for breach of such warranties shall survive this Agreement in the event
14 it is terminated or expires for any reason prior to the running of the full warranty periods
15 listed above.

16 **15.2. Materials.** All materials furnished by CONTRACTOR shall be new, manufactured
17 during the current year, of first quality and carrying full manufacturer's warranty.
18 CONTRACTOR shall be responsible for any expiration of manufacturer or other
19 warranties of material or equipment being supplied for this Agreement. CONTRACTOR
20 guarantees that all warranties of material and equipment shall become effective when the
21 project is accepted by COUNTY's Board of Supervisors, not at time of installation by
22 CONTRACTOR.

23 **15.3. Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide such
24 information and maintenance recommendations to COUNTY at the inception of
25 CONTRACTOR's work to the extent such information is reasonably available.

26 **16. DEFAULT AND REMEDIES.**

27 **16.1. Default.** In the event that (i) CONTRACTOR files a petition requesting relief under any
28 bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit

1 of creditors or has a receiver appointed on account of its insolvency, or (ii)
2 CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly
3 skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails
4 to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt
5 payment to its subcontractors and suppliers for materials or labor supplied or permits any
6 lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR
7 disregards any laws or orders of any public or private authority having jurisdiction over
8 the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any
9 of the terms of this Agreement or breaches any provision of this Agreement, COUNTY
10 may give notice of such failure or breach to CONTRACTOR, identifying the failure or
11 breach of this Agreement. Should any such failure or breach continue for twenty-four
12 (24) hours after delivery of notice without a good faith effort on the part of
13 CONTRACTOR to commence all necessary corrective action, or should such a breach
14 continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time
15 such failure shall be deemed a default by CONTRACTOR under this Agreement and
16 COUNTY shall have all rights and remedies available at law or in equity, including the
17 right to terminate this Agreement. Without limiting its rights and remedies, COUNTY
18 may then proceed as follows:

19 **16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR
20 hereunder as to all of the Work required to be performed or furnished by
21 CONTRACTOR pursuant to this Agreement, COUNTY may require
22 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may
23 exist in the performance of CONTRACTOR's obligations hereunder within forty-
24 eight (48) hours after such default(s) has/have occurred including but not limited
25 to repairing, replacing and correcting material or Work determined by COUNTY
26 to be defective or not complying with the requirements of this Agreement. Should
27 CONTRACTOR fail to timely repair, replace and/or correct non-complying or
28 defective materials and workmanship or otherwise cure its default(s) hereunder,

1 and in the case of emergencies in which case COUNTY may act immediately if
2 CONTRACTOR is not available or is not responding, and without further notice,
3 COUNTY may make required repairs, replacements and other corrections or
4 otherwise remedy the default by CONTRACTOR pursuant to the subparagraph
5 below.

6 **16.1.2.** Without terminating this Agreement or the obligations of CONTRACTOR
7 hereunder as to all of the Work required to be performed or furnished by
8 CONTRACTOR pursuant to this Agreement, COUNTY may engage another
9 contractor to perform such portion of CONTRACTOR's Work required pursuant
10 to this Agreement or furnish any materials or other items required hereunder as
11 COUNTY in its sole discretion may deem necessary to avoid delay in the progress
12 of the Work, and in connection therewith, COUNTY may perform such Work or
13 any portion thereof itself or have the same performed by others and COUNTY
14 may procure all necessary materials, equipment or other items required for the
15 continued progress of such Work. The costs incurred by COUNTY as a result of
16 engaging another contractor shall be deducted from the compensation payable
17 pursuant to this Agreement and if COUNTY's costs exceed or may reasonably be
18 anticipated to exceed the balance of the compensation due to CONTRACTOR for
19 such work, such excess, or anticipated excess, shall be immediately due and owing
20 from CONTRACTOR to COUNTY and may be withheld from any funds due to
21 CONTRACTOR pursuant to this Agreement or any other agreement.

22 **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written notice
23 and COUNTY shall then have the option of completing the Work or any portion
24 thereof by exercise of its interest under the performance bond issued in favor by
25 CONTRACTOR, or having such Work in whole or in part be completed by others
26 for CONTRACTOR's account. A calculation shall take place at the conclusion
27 of the Project wherein to the degree the sum of COUNTY's costs and any amounts
28 paid to complete the Project exceed the compensation payable pursuant to this

1 Agreement, then any such excess shall be immediately due and owing from
2 CONTRACTOR to COUNTY.

3 **16.2. Damages.** CONTRACTOR shall be liable for all damages suffered by COUNTY by
4 reason of CONTRACTOR's default in any provision of this Agreement and the exercise
5 of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR
6 of such liability. CONTRACTOR shall have no right to receive any further payment after
7 a default has occurred until such time as the Work to be performed by CONTRACTOR
8 pursuant hereto has been completed and accepted by COUNTY and damages suffered by
9 COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of
10 exclusion, COUNTY's costs of completing the Work which exceeds the compensation
11 payable pursuant to this Agreement, other general, liquidated, special or consequential
12 damages, attorney fees and costs.

13 **16.3. Actions After Default.** Should COUNTY exercise any of its options, remedies or rights
14 granted pursuant to the terms of this Agreement in the event of a default by
15 CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use
16 any materials, supplies, tools or equipment on the work site which belong to
17 CONTRACTOR to complete the Work required to be completed by CONTRACTOR,
18 whether such work is completed by COUNTY or by others, and CONTRACTOR agrees
19 that it shall not remove such materials, supplies, tools and equipment from the work site
20 unless directed in writing by COUNTY to do so.

21 **16.4. Limit on Force Majeure Damages.** CONTRACTOR shall not be responsible for repairing
22 or restoring damage to work caused by an act of God in excess of five (5) percent of the
23 contract amount, provided that the work damaged is built in accordance with accepted
24 and applicable building standards and the plans and specifications of COUNTY. In the
25 event of such damage, COUNTY may, at its option, elect to terminate this Agreement.
26 For purposes of this Agreement, an "act of God" shall be defined as an earthquake in
27 excess of 3.5 on the Richter Scale and a tidal wave.

28 **16.5. Resolution of Claims.** COUNTY and CONTRACTOR agree to follow and comply with

1 the mediation, arbitration, claim, civil action procedure and trial de novo provisions set
2 forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.

3 **16.6. No Limitation of Rights.** The options and rights granted to COUNTY herein shall not be
4 deemed as limitations upon the other rights and remedies of COUNTY in the event of a
5 failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to
6 exercise the rights and remedies hereinabove specified and all other rights and remedies
7 which may be provided in this Agreement or by law or in equity, either cumulatively or
8 consecutively, and in such order as COUNTY in its sole discretion shall determine.

9 **17. NON-DISCRIMINATION.**

10 **17.1.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall
11 not unlawfully discriminate, harass or allow harassment against any employee or
12 applicant for employment because of sex, race, color, ancestry, religious creed, national
13 origin, physical disability (including HIV and AIDS), mental disability, medical
14 condition (cancer), age (over forty (40)), marital status and denial of family care leave.

15 **17.2.** CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of
16 their employees and applicants for employment are free from such discrimination and
17 harassment.

18 **17.3.** CONTRACTOR and its subcontractors shall comply with the provisions of the Fair
19 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
20 regulations promulgated thereunder (California Code of Regulations, Title 2, Section
21 7285 et seq.).

22 **17.4.** The applicable regulations of the Fair Employment and Housing Commission
23 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
24 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
25 reference and made a part hereof as if set forth in full.

26 **17.5.** The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
27 §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if
28 set forth in full.

1 **17.6.** CONTRACTOR and its subcontractors shall give written notice of their obligations under
2 this clause to labor organizations with which they have a collective bargaining or other
3 agreement.

4 **17.7.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this
5 clause in all subcontracts to perform Work under this Agreement.

6 **18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

7 **18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by
8 the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained
9 in the California Department of Transportation’s Standard Specifications.

10 **18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE
11 requirements pertaining to this Project and has fully and accurately completed any and
12 all required DBE forms.

13 **18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE
14 requirements for this Project.

15 **18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as
16 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

17 **18.5.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY
18 due to CONTRACTOR’s failure to either comply with the DBE requirements set forth in
19 the RFP and this Agreement, or to meet the mandatory DBE goals as determined by
20 COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or
21 federal agency contributing funds to the Project, then CONTRACTOR shall fully
22 reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct
23 any such loss in funding from the amount of compensation due to CONTRACTOR under
24 this Agreement.

25 **18.6.** In addition to the above, CONTRACTOR’s failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may
27 include, but shall not be limited to the following:

28 **18.6.1.** Termination of this Agreement;

1 **18.6.2.** Withholding monthly progress payments;

2 **18.6.3.** Denial of payment for any portion of the Project that was committed at the time
3 of the execution of this Agreement to be performed by a DBE subcontractor, but
4 was completed by CONTRACTOR or a substitute non-DBE subcontractor;

5 **18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or

6 **18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from
7 bidding on future public works projects advertised by COUNTY.

8 **19. PREVAILING WAGE.**

9 **19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project the
10 higher of either the rates determined by the Director of the California Department of
11 Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as
12 supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage
13 rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are
14 on file with the Department of Industrial Relations, Division of Apprenticeship Standards,
15 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of
16 Public Works, and are available to CONTRACTOR and any other interested party upon
17 request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at
18 the Project site.

19 **19.2.** CONTRACTOR is aware of Labor Code Sections 1720 et seq, and 1770 et seq., as well
20 as California Code of Regulations, Title 8 , Section 16000 et seq. (“Prevailing Wage
21 Law”), which require the payment of prevailing wage rates and the performance of other
22 requirements on certain “public works” projects, including work done for irrigation,
23 utility, reclamation, and improvement districts, and other districts of this type. The Work
24 on the Project involves “public works”, as defined by the Prevailing Wage Laws, and the
25 total compensation is \$1,000 (one thousand) dollars or more. Contractor therefore agrees
26 to fully comply with such Prevailing Wage Laws. To the extent required under the Civil
27 Code or any other provision of law, Contractor shall deliver bonds to secure the payment
28 of its workers and subcontractors, including the payment of wages to works performing

1 the work identified in Labor Code section 1720(a)(2).

2 **19.3.** CONTRACTOR is responsible for compliance with the provisions herein.

3 **19.4.** Mandatory Registration with the Department of Industrial Relations – NEW
4 REQUIREMENTS PURSUANT TO SB 854.

5 **19.4.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all
6 applicable fees as set forth in Labor Code section 1725.5.

7 **19.4.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed
8 on any bid proposal for a public works project (submitted on or after March 1,
9 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The
10 requirements of this section shall apply unless one of the limited exceptions
11 provided under Labor Code Section 1771.1(a) applies.

12 **19.4.3.** CONTRACTOR and its subcontractors acknowledge that they shall not be
13 awarded any contract for public work on a public works project (awarded on or
14 after April 1, 2015) unless registered with the DIR pursuant to Labor Code section
15 1725.5.

16 **19.4.4.** The Project described herein is subject to compliance monitoring and enforcement
17 with the DIR.

18 **19.4.5.** For further information concerning compliance with SB 854, please visit:
19 <http://www.dir.ca.gov/Public-Works/SB854.html>.

20 **19.5.** Cognizance of Violations by County.

21 **19.5.1.** CONTRACTOR understands and agrees that COUNTY shall take cognizance of
22 violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code
23 committed in the course of the execution of this Agreement, and shall promptly
24 report any suspected violations to the Labor Commissioner.

25 **19.5.2.** If CONTRACTOR determines as a result of its own investigation that there has
26 been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code
27 and withholds payment to CONTRACTOR, the procedures in California Labor
28 Code §1771.6 shall be followed.

1 **19.5.3.** CONTRACTOR may bring an action in a court of competent jurisdiction to
2 recover from COUNTY the difference between the wages actually paid to an
3 employee and the wages that were required to be paid to an employee pursuant to
4 Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties
5 required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California
6 Labor Code, and costs and attorney’s fees related to the action, if either of the
7 following is true:

- 8 **(a)** COUNTY previously affirmatively represented to CONTRACTOR in
9 writing, in the call for bids, or otherwise, that the Work was not a “public
10 work,” as defined in Chapter 1 of Part 7 of Division 2 of the California
11 Labor Code; or
- 12 **(b)** COUNTY received actual written notice from the Department of
13 Industrial Relations that the Work is a “public work,” as defined in
14 Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed
15 to disclose that information to CONTRACTOR before the bid opening or
16 award.

17 **19.6. Prevailing Wage Rates and Payroll Records.**

18 **19.6.1.** CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor
19 Code relating to the payment of prevailing wage and the maintenance of certified
20 payroll records and to make the certified payroll records available for inspection
21 at all reasonable hours at CONTRACTOR’s principal office. The responsibility
22 for compliance with these provisions is fixed with CONTRACTOR.
23 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY,
24 forfeit specific monetary fines for each worker paid less than the prevailing wage
25 rates as determined by the Labor Commissioner for the work or craft in which the
26 worker is employed for any Work done pursuant to this Agreement.

27 **19.6.2. *Prevailing Wage Compliance For those Projects subject to DIR Monitoring and***
28 ***Enforcement.*** CONTRACTOR has reviewed and agrees to comply with any

1 applicable provisions for those Projects subject to Department of Industrial
2 Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY
3 hereby notifies CONTRACTOR that CONTRACTOR is responsible for
4 complying with the requirements of Senate Bill 854 (SB854) regarding certified
5 payroll record reporting. Further information concerning the requirements of
6 SB854 is available on the DIR website located at: [http://www.dir.ca.gov/Public-
7 Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

8 **19.6.3.** CONTRACTOR shall be liable for penalties pursuant to this section when a
9 subcontractor on the Project fails to pay its workers the general prevailing rate of
10 per diem wages and any of the following conditions are met:

- 11 (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay
12 the specified prevailing rate of wages to those workers; or
- 13 (b) CONTRACTOR fails to comply with the following requirement: The
14 contract executed between CONTRACTOR and the subcontractor for the
15 performance of Work on the Project shall include a copy of the provisions
16 of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815;
17 and
- 18 (c) CONTRACTOR fails to comply with the following requirement:
19 CONTRACTOR shall monitor the payment of the specified general
20 prevailing rate of per diem wages by the subcontractor to the employees,
21 by periodic review of the certified payroll records of the subcontractor;
22 and
- 23 (d) Upon becoming aware of the failure of the subcontractor to pay his or her
24 workers the specified prevailing rate of wages, CONTRACTOR shall
25 diligently take corrective action to halt or rectify the failure, including, but
26 not limited to, retaining sufficient funds due the subcontractor for work
27 performed on the public works project; and
- 28 (e) Prior to making final payment to the subcontractor for Work performed

1 on the Project, CONTRACTOR shall obtain an affidavit signed under
2 penalty of perjury from the subcontractor that the subcontractor has paid
3 the specified general prevailing rate of per diem wages to his or her
4 employees on the Project and any amounts due pursuant to California
5 Labor Code §1813.

6 **19.7. Work Day and Work Week Requirements.** CONTRACTOR agrees to comply with
7 §§1810 through 1815 of the California Labor Code and, when applicable, sections 103
8 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq.,
9 as supplemented by the Department of Labor regulations, which provide that
10 CONTRACTOR's workers and its subcontractor's workers may not be required or
11 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)
12 hours in any one (1) calendar week. Further, work performed by employees of
13 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40)
14 hours during any one (1) week, shall be compensated for all hours worked in excess of
15 eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
16 The responsibility for compliance with these provisions is fixed with CONTRACTOR.
17 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit
18 specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to
19 comply with the provisions contained within this Paragraph.

20 **19.8. Apprenticeship Requirements.**

21 **19.8.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the
22 California Labor Code relating to the employment of apprentices and to provide
23 COUNTY with copies of any contract award information and verified statements
24 of the journeyman and apprentice hours performed pursuant to this Agreement as
25 required by §1777.5(e). The responsibility for compliance with these provisions
26 is fixed with CONTRACTOR for all apprenticeable occupations, where
27 journeymen in the craft are employed on the public work, in a ratio of not less
28 than one (1) apprentice for each five (5) journeymen (unless an exemption is

1 granted in accordance with §1777.5) and CONTRACTOR and its subcontractors
2 shall not discriminate among otherwise qualified employees as indentured
3 apprentices on any public work solely on the ground of race, religious creed, color,
4 national origin, ancestry, sex, or age, except as provided in California Labor Code
5 §3077. Only apprentices, as defined in California Labor Code §3077, who are in
6 training under apprenticeship standards and who have signed written apprentice
7 agreements will be employed on public works in apprenticeable occupations.
8 This section shall not be enforced if the not-to-exceed amount of this Agreement
9 set forth and/or incorporated in the “COMPENSATION” Section is less than
10 thirty thousand dollars (\$30,000).

11 **19.8.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5,
12 COUNTY shall, within five (5) days of the award, send a copy of the award to the
13 Division of Apprenticeship Standards. In addition, COUNTY shall notify the
14 Division of Apprenticeship Standards of a finding of any discrepancy regarding
15 the ratio of apprentices to journeymen within five (5) days of the finding.

16 **19.9. Labor Standards Compliance Requirements.**

17 **19.9.1.** It is CONTRACTOR’s responsibility to provide all labor compliance
18 documentation from its subcontractors completely and accurately in a timely
19 manner. CONTRACTOR is responsible to review promptly and then forward on
20 all required documentation to COUNTY per the time schedules in the Labor
21 Compliance Handout. Included with the Labor Compliance Handout, COUNTY
22 will provide training, documentation requirements, forms, etc., at the
23 preconstruction conference or at a time designated by COUNTY.

24 **19.9.2.** In the event, during the review process of labor compliance documentation from
25 COUNTY’s labor compliance monitor, inaccurate, missing or incomplete
26 information was provided, the labor compliance monitor will request from
27 CONTRACTOR the items, revisions and documentation needed. The cost of this
28 additional labor compliance enforcement shall be borne by CONTRACTOR.

1 **20. INELIGIBILITY.**

2 **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible
3 to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

4 **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects
5 pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be
6 prohibited from bidding on, being awarded an agreement for, or performing work as a
7 subcontractor on this Project, or any other public works project within the state of
8 California.

9 **21. SIGNAGE REQUIREMENTS.**

10 **21.1. Project Identity Signage.** CONTRACTOR is required to provide and install the required
11 project identity signage as detailed in the Plans and Specifications, in the size and at the
12 location indicated by the Director of Public Works or his/her designee, and to maintain
13 the signage in good condition for the duration of the Project. The signage may not be
14 removed until the Notice of Completion is recorded or by written direction of the Director
15 of Public Works or his/her designee.

16 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and
17 install the Federal and State required employee posters and the required material
18 pertaining to the required labor standards provisions are posted (including, but not limited
19 to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a
20 prominent and accessible place.

21 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to
22 provide and install the “Offer for Employment” signage as detailed in the Plans and
23 Specifications in the size and at the location indicated by the Director of Public Works or
24 his/her designee and to maintain the signage in good condition for the duration of the
25 Project. The signage may not be removed until the Notice of Completion is recorded or
26 by written direction of the Director of Public Works or his/her designee.

27 **22. CONFLICT OF INTEREST AND GRATUITIES.**

28 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest,

1 direct or indirect, which could conflict in any manner or degree with the performance of
2 services required to be performed under this Agreement. CONTRACTOR further agrees
3 that in the performance of this Agreement, no person having any such interest shall be
4 employed.

5 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for
6 carrying out the services under this Agreement and that such person or persons as may be
7 designated shall take any and all actions necessary to comply with COUNTY's Conflict
8 of Interest Code adopted pursuant to California Government Code §81000 to the extent
9 required thereunder.

10 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of
11 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any
12 agent or representative of CONTRACTOR, to any officer, employee or agent of
13 COUNTY with a view toward securing a contract or securing favorable treatment with
14 respect to the awarding or amending or the making of any determinations with respect to
15 the performance of this Agreement, COUNTY may, by written notice to
16 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this
17 Agreement and/or may pursue such other rights and remedies provided by law or under
18 this Agreement.

19 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled
20 to:

21 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event
22 of a breach of the Agreement by CONTRACTOR; and

23 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by law,
24 to exemplary damages in an amount (as determined by COUNTY) which shall be
25 not less than three (3) nor more than ten (10) times the costs incurred by
26 CONTRACTOR in providing any such gratuities to any such officer, employee
27 or agent.

28 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

1 When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban
2 Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible,
3 CONTRACTOR shall provide job training, employment and contracting opportunities for low- or very-
4 low income residents in connection with the Project. The responsibility for compliance with these
5 provisions is fixed with CONTRACTOR.

6 **24. COPELAND “ANTI-KICKBACK” ACT COMPLIANCE.**

7 When applicable, CONTRACTOR agrees to comply with the Copeland Act
8 (*18 USC §874* and *40 USC §276c; 29 C.F.R. Part 3*) which precludes CONTRACTOR and its
9 subcontractors from in any way inducing an employee to give up any part of the compensation to which
10 he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors
11 shall submit a weekly statement of the wages paid to each employee performing on covered work during
12 the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its
13 subcontractors induce an employee working on a covered contract to give up any part of the
14 compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar
15 (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and
16 agrees that willful falsification of the statement of compliance may subject the employer to civil or
17 criminal prosecution and may be cause for contract termination or debarment. The responsibility for
18 compliance with these provisions is fixed with CONTRACTOR.

19 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

20 When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938
21 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and
22 youth employment standards affecting full-time and part-time workers on the Project. The responsibility
23 for compliance with these provisions is fixed with CONTRACTOR.

24 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**
25 **RESPONSIBILITY MATTERS.**

26 When applicable, CONTRACTOR agrees to execute a certification regarding debarment,
27 suspension and other responsibility matters. The responsibility for compliance with this provision is
28 fixed with CONTRACTOR.

1 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**
2 **SPECIFICATIONS.**

3 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of
4 41 C.F.R. 60-4.2 relating to the “Equal Opportunity Clause” and the “Standard Federal Equal
5 Employment Specifications.” The responsibility for compliance with this provision is fixed with
6 CONTRACTOR.

7 **28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

8 When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or
9 regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution
10 Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and
11 Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. CONTRACTOR
12 understands and agrees that violations shall be reported to the Federal awarding agency and the Regional
13 Office of the Environmental Protection Agency. The responsibility for compliance with these provisions
14 is fixed with CONTRACTOR.

15 **29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.**

16 When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the
17 tier above that it will not and has not used Federal appropriated funds to pay any person or organization
18 for influencing or attempting to influence an officer or employee of any agency, a member of Congress,
19 officer or employee of Congress, or an employee of a member of Congress in connection with obtaining
20 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose
21 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
22 Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance
23 with this provision is fixed with CONTRACTOR.

24 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

25 CONTRACTOR shall verify name, date of birth and social security number, along with
26 immigration information for non-citizens in order to verify the identity and employment eligibility of
27 both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed
28 with CONTRACTOR.

1 **31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.**

2 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise
3 qualified person shall be excluded from participation or employment, denied program
4 benefits or be subjected to discrimination based on race, color, national origin, gender,
5 age or handicap, under any program or activity funded by this Agreement, as required by
6 Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community
7 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all
8 implementing regulations. The responsibility for compliance with these provisions is
9 fixed with CONTRACTOR.

10 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,
11 national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry
12 out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration
13 of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry
14 out these requirements is a material breach of this Agreement, which may result in the
15 termination of this Agreement, or such other remedy as COUNTY deems appropriate.
16 CONTRACTOR shall include the nondiscrimination and compliance provisions of this
17 Paragraph in all subcontracts to perform Work under this Agreement.

18 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

19 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into
20 any contract for construction work, or modification thereof, as defined in the regulations
21 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part
22 with funds obtained from the Federal Government or borrowed on the credit of the
23 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or
24 undertaken pursuant to any Federal program involving such grant, contract, loan,
25 insurance, or guarantee, the following equal opportunity clause. For the purposes of this
26 Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract”
27 shall refer to this Agreement:

28 *“During the performance of this contract, the Contractor agrees as follows:*

- 1 (1) *The contractor will not discriminate against any employee or applicant for*
2 *employment because of race, color, religion, sex, or national origin. The*
3 *contractor will take affirmative action to ensure that applicants are*
4 *employed, and that employees are treated during employment, without*
5 *regard to their race, color, religion, sex, or national origin. Such action*
6 *shall include, but not be limited to the following: Employment, upgrading,*
7 *demotion, or transfer, recruitment or recruitment advertising; layoff or*
8 *termination; rates of pay or other forms of compensation; and selection for*
9 *training, including apprenticeship. The contractor agrees to post in*
10 *conspicuous places, available to employees and applicants for employment,*
11 *notices to be provided by the contracting officer setting forth the provisions*
12 *of this nondiscrimination clause.*
- 13 (2) *The contractor will, in all solicitations or advertisements for employees*
14 *placed by or on behalf of the contractor, state that all qualified applicants*
15 *will receive consideration for employment without regard to race, color,*
16 *religion, sex, or national origin.*
- 17 (3) *The contractor will send to each labor union or representative of workers*
18 *with which he has a collective bargaining agreement or other contract or*
19 *understanding, a notice to be provided by the agency contracting officer,*
20 *advising the labor union or workers' representative of the contractor's*
21 *commitments under section 202 of Executive Order 11246 of September 24,*
22 *1965, and shall post copies of the notice in conspicuous places available to*
23 *employees and applicants for employment.*
- 24 (4) *The contractor will comply with all provisions of Executive Order 11246 of*
25 *September 24, 1965, and of the rules, regulations, and relevant orders of*
26 *the Secretary of Labor.*
- 27 (5) *The contractor will furnish all information and reports required by*
28 *Executive Order 11246 of September 24, 1965, and by the rules,*

1 regulations, and orders of the Secretary of Labor, or pursuant thereto, and
2 will permit access to his books, records, and accounts by the contracting
3 agency and the Secretary of Labor for purposes of investigation to ascertain
4 compliance with such rules, regulations, and orders.

5 (6) *In the event of the contractor's non-compliance with the nondiscrimination*
6 *clauses of this contract or with any of such rules, regulations, or orders,*
7 *this contract may be canceled, terminated or suspended in whole or in part*
8 *and the contractor may be declared ineligible for further Government*
9 *contracts in accordance with procedures authorized in Executive Order*
10 *11246 of September 24, 1965, and such other sanctions may be imposed*
11 *and remedies invoked as provided in Executive Order 11246 of September*
12 *24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as*
13 *otherwise provided by law.*

14 (7) *the contractor will include the provisions of paragraphs (1) through (7) in*
15 *every subcontract or purchase order unless exempted by rules, regulations,*
16 *or orders of the Secretary of Labor issued pursuant to section 204 of*
17 *Executive Order 11246 of September 24, 1965, so that such provisions will*
18 *be binding upon each subcontractor or vendor. The contractor will take*
19 *such action with respect to any subcontract or purchase order as may be*
20 *directed by the Secretary of Labor as a means of enforcing such provisions*
21 *including sanctions for noncompliance: Provided, however, that in the*
22 *event the contractor becomes involved in, or is threatened with, litigation*
23 *with a subcontractor or vendor as a result of such direction, the contractor*
24 *may request the United States to enter into such litigation to protect the*
25 *interests of the United States.”*

26 **32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity
27 clause with respect to its own employment practices when it participates in federally-
28 assisted construction work; provided that if CONTRACTOR so participating is a State or

1 local government, the above equal opportunity clause is not applicable to any agency,
2 instrumentality, or subdivision of such government which does not participate in work on
3 or under the Agreement.

4 **32.3.** CONTRACTOR agrees that it will assist and cooperate actively with the administering
5 agency and the Secretary of Labor in obtaining the compliance of Contractors and
6 subcontractors with the equal opportunity clause and the rules, regulations, and relevant
7 orders of the Secretary of Labor, that it will furnish the Department and HUD and the
8 Secretary of Labor such information as they may require for the supervision of such
9 compliance, and that it will otherwise assist the administering agency in the discharge of
10 the agency's primary responsibility for securing compliance.

11 **32.4.** CONTRACTOR further agrees that it will refrain from entering into any contract or
12 contract modification subject to Executive Order 11246 of September 24, 1965, with a
13 contractor debarred from, or who has not demonstrated eligibility for, government
14 contracts and federally-assisted construction contracts, pursuant to the Executive Order
15 and will carry out such sanctions and penalties for violation of the equal opportunity
16 clause as may be imposed upon contractors and subcontractors by the administering
17 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
18 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these
19 undertakings, COUNTY may take any or all of the following actions: Cancel, terminate,
20 or suspend in whole or in part this funding commitment (contract, loan, grant, insurance,
21 guarantee); refrain from extending any further assistance to the applicant under the
22 program with respect to which the failure or refund occurred until satisfactory assurance
23 of future compliance has been received from such Contractor; and refer the case to the
24 Department of Justice for appropriate legal proceedings.

25 **33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

26 CONTRACTOR shall comply with the following provisions regarding the assignment of claims
27 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term
28 "contractor" shall refer to CONTRACTOR, the term "awarding body" shall refer to COUNTY, and the

1 term “public works contract” shall refer to this Agreement:

2 *“In entering into a public works contract or a subcontract to supply goods, services, or*
3 *materials pursuant to a public works contract, the contractor or subcontractor offers and*
4 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*
5 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*
6 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*
7 *Business and Professions Code), arising from purchases of goods, services, or materials*
8 *pursuant to the public works contract or the subcontract. This assignment shall be made*
9 *and become effective at the time the awarding body tenders final payment to the contractor,*
10 *without further acknowledgment by the parties.”*

11 **34. NON-COLLUSION.**

12 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion
13 Affidavit that complies with Cal. Public Code §7106, included in **Exhibit “B”** and incorporated herein.

14 **35. NOTICES AND REPORTS.**

15 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by
16 personal delivery or by mailing by certified mail, addressed as follows:

17 COUNTY

18 Imperial County Department of Public Works
19 Attention: Director
20 155 South Eleventh Street
21 El Centro, CA 92243

17 CONTRACTOR

18 «Consultant_Business_Name»
19 «Consultant_Street_Address»
20 «Consultant_City_State»

21 with copies to:

22 Imperial County Executive Office
23 Attention: County Executive Officer
24 940 West Main Street, Suite 208
25 El Centro, CA 92243

26 and:

26 Imperial County Department of Human
27 Resources and Risk Management
28 Attention: Director
29 940 West Main Street, Suite 101
30 El Centro, CA 92243

1 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
2 mailing by certified mail at such other address as either Party may designate in a notice
3 to the other Party given in such manner. Any notice given by mail shall be considered
4 given when deposited in the United States Mail, postage prepaid, addressed as provided
5 herein.

6 **36. ENTIRE AGREEMENT.**

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

10 **37. ASSIGNMENT.**

11 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
12 CONTRACTOR without the prior written consent of COUNTY.

13 **38. MODIFICATION.**

14 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
15 unless the same is in writing and signed by the Party against whom the enforcement of such modification,
16 waiver, amendment, discharge, or change is or may be sought.

17 **39. CAPTIONS.**

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

20 **40. PARTIAL INVALIDITY.**

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

24 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

25 Words and expressions in the masculine gender include the feminine and neuter genders. Words
26 and expressions in the singular include the plural and words and expressions in the plural include the
27 singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a
28 part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,

1 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
2 other representative capacity or any other entity. All covenants herein contained on the part of
3 CONTRACTOR shall be joint and several if more than one person, firm or entity executes the
4 Agreement.

5 **42. WAIVER.**

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

9 **43. CHOICE OF LAW.**

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

13 **44. AUTHORITY.**

14 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and
15 warrants that:

16 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
17 CONTRACTOR;

18 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
19 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

20 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

21 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the
22 foregoing within thirty days of execution of this Agreement.

23 **45. COUNTERPARTS.**

24 This Agreement and any subsequent modifications may be executed in any number of
25 counterparts, each of which when executed shall be an original, and all of which together shall constitute
26 one and the same Agreement. No counterparts shall be effective until all Parties have executed a
27 counterpart hereof.

28 **46. TIMING.**

1 The Parties agree that time is of the essence in this Agreement.

2 **47. REVIEW OF AGREEMENT TERMS.**

3 **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
4 with respect to the advisability of making the representations, warranties, covenants and
5 agreements provided for herein, and with respect to the advisability of executing this
6 Agreement.

7 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

8 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive good
9 faith negotiations between the Parties and/or their respective legal counsel; and

10 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this
11 Agreement for execution by said Parties.

12 **47.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
13 party shall not be employed in the interpretation of this Agreement.

14 **48. APPENDIX E OF THE TITLE VI ASSURANCES.**

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

18 **48.1.** Pertinent Nondiscrimination Authorities:

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

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

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

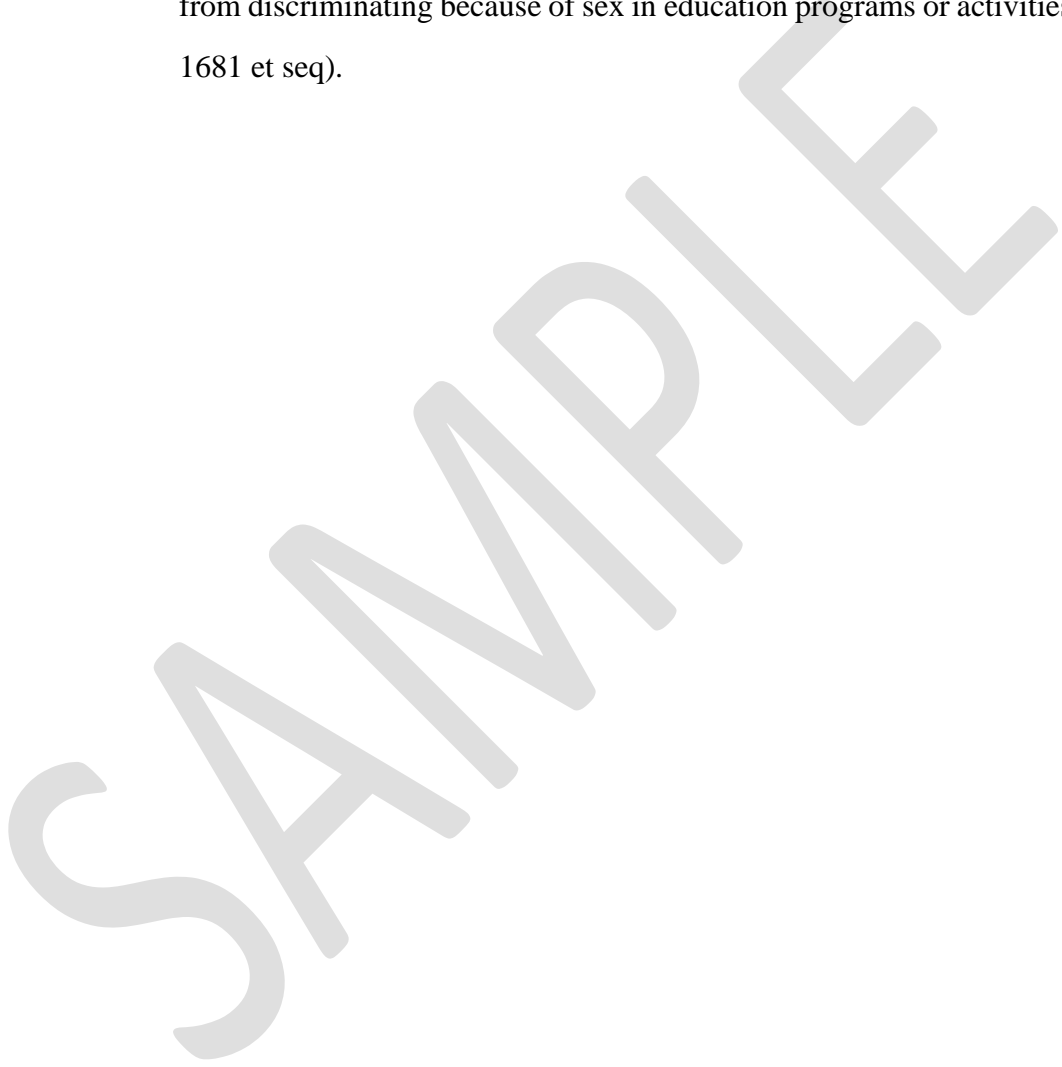
28 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as

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

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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);

- (1) 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).



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

3 **County of Imperial**

<<Business Entity Name>>

4
5 By: _____
6 Luis A. Plancarte, Chairman
7 Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

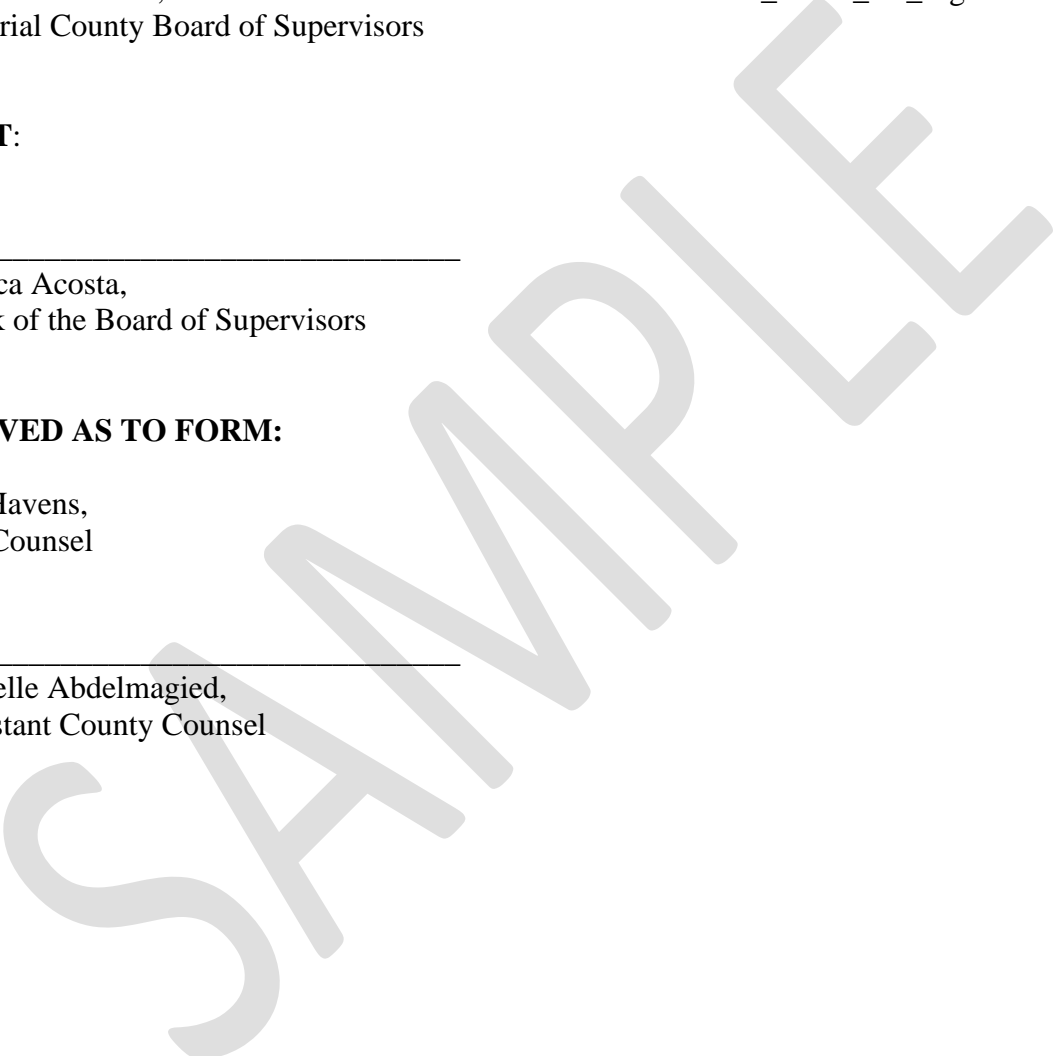
8 **ATTEST:**

9
10 By: _____
11 Blanca Acosta,
12 Clerk of the Board of Supervisors

13 **APPROVED AS TO FORM:**

14 Eric R. Havens,
15 County Counsel

16
17 By: _____
18 Mistelle Abdelmagied,
19 Assistant County Counsel



Insurance Requirements

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

MINIMUM INSURANCE AMOUNTS

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

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.

Insurance Certificates should name both:

-Imperial County Department of Public Works
-County of Imperial

ATTACHMENT 6

SAMPLE PROPOSAL EVALUATION FORM

County of Imperial

Department of Public Works



Proposal Evaluation Form

Date: _____

Evaluator: _____

Respondent: _____

Project: Solid Waste Groundwater Monitoring

Rating	Points
5	= Excellent
4	= Good
3	= Above Average
2	= Average
1	= Below Average
0	= Unsatisfactory

Evaluation Criteria	Weight Factor		Rating Points	Weighted Rating
A. Technical Approach	.50	X	=	_____
Responsiveness				
Methodology				
Experience				
B. Project Management	.25	X	=	_____
Qualifications, Expertise				
Organizational Support				
C. Proposed Cost	.20	X	=	_____
D. References	.05	X	=	_____
E. Total Score			=	<input type="text"/>

Evaluator's Comments (Continue on Reverse)