

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



## REQUEST FOR PROPOSALS

**RESIDENT ENGINEER (RE) AND CONSTRUCTION INSPECTION (CI) SERVICES  
FOR WIEST LAKE BOAT LAUNCHING FACILITY PROJECT  
5351 DIETRICH ROAD, BRAWLEY, CA 92227  
COUNTY PROJECT NUMBER SR6081 CED**

Requested by:

John A. Gay, PE  
Director of Public Works

**Deadline for Submissions: Friday, February 21, 2025, by 4:00 P.M**

Alfonso Varela, Administrative Analyst II  
Imperial County Department of Public Works  
155 S. 11<sup>th</sup> Street  
El Centro, CA 92243

**RFP Released February 03, 2025**

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

# SPECIAL NOTICE

---

## **Notification of Contractor Registration Requirements (where required)**

Pursuant to the requirements of California Labor Code section 1771.1, all contractors and subcontractors that wish to engage in public work through a public works contract must be registered with the Department of Industrial Relations (DIR).

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR, pursuant to Labor Code section 1725.5

**All contractors, including subcontractors, listed in the proposal must be registered with the DIR at the time proposals are due, and must submit proof of registration with the proposal. Any proposals received listing unregistered contractors and/or subcontractors will be deemed non-responsive.**

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

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

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

## SOURCES OF INFORMATION

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

## Table of Contents

I. BACKGROUND .....	3
II. SCOPE OF WORK.....	3
Construction Work Detail.....	7
III. SCHEDULE OF EVENTS .....	8
IV. RESPONSIBILITIES OF COUNTY.....	8
V. PROPOSAL CONTENT AND INFORMATION.....	8
VI. PROPOSAL EVALUATION .....	9
VII. CONSULTING AGREEMENT .....	10
VIII.REGULATIONS.....	10
Special Provisions for California State Parks Boating and Waterways.....	10
General Terms and Conditions .....	11
Equal Opportunity.....	16
IX. PROPOSAL SUBMITTAL .....	16
X. RFP QUESTIONS AND CONTACTS.....	17
EXHIBITS	
Exhibit A - RFP Intake Form	
Exhibit B - Minimum Insurance Requirements	
Exhibit C - Evaluation Form	
Exhibit D - Sample Agreement for Services	

## I. BACKGROUND

The County of Imperial Department of Public Works (County) is requesting proposals from civil engineering firms to provide Resident Engineer (RE) and Construction Inspection (CI) services for the Wiest Lake Boat Launching Facility Project (County Project No. SR6081CED). Wiest Lake Boat Launching Facility Project is financed by the California Department of Boating and Waterways (DBW) through its Boat Launching Facilities Program and is subject to the rules and regulations of Section 72.5 of the Harbors and Navigation Code (HNC).

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

Consultants and Subconsultants on this project must comply with the applicable provisions of the California Labor Code, including those governing Public Works projects, the California Department of Industrial Relations (DIR) Wage Determinations, and relevant California regulations related to Nondiscrimination, Equal Employment Opportunity (EEO), and Affirmative Action, including the California Fair Employment and Housing Act (FEHA).

Qualified entities are invited to submit written proposals for project consideration in accordance with this request. These services will be conducted under a contract with the County of Imperial, hereinafter referred to as "County" and the consultant entity, hereinafter referred to as "Consultant". The contracts will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

## II. SCOPE OF WORK

The scope of work is to provide the necessary Resident Engineer (RE) and Construction Inspection (CI) Services to the County Public Works Department for the Wiest Lake Boat Launching Facility Project (County Project No. SR6081CED), located at 5351 Dietrich Road, Brawley, CA 92227. These services will be needed during the construction work, from the date of award of the construction project and notice to proceed to the contractor, through construction, and until the Notice of Completion of Construction is recorded by the County of Imperial Clerk/Recorder for the construction acceptance by the County.

The project is funded by a grant from the California Department of Parks and Recreation, Division of Boating and Waterways through the Harbors and Watercraft Revolving Fund (Grant Agreement C2370901). The consultant shall provide a dedicated full-time person, or persons as needed to provide Resident Engineer and Construction Inspection Services for this specific project. The RE shall be a California licensed Civil Engineer. Please be advised that geotechnical services will be provided by the County under a separate procurement.

The RE will schedule and conduct a preconstruction meeting for the project, coordinating with the County, project designer, utility companies, the contractor, and other parties or agencies involved in the

construction. The RE will prepare an agenda to be reviewed and approved by the County. The meeting will address job site safety, labor compliance, permit requirements and critical items of work. The RE will attend and conduct the meeting and prepare detailed meeting minutes, which will be provided to the County and the Contractor within 48 hours of the meeting.

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

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

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

Bidding Documents (Notice to Contractors) and plans and specifications for the construction work referred to for this project are available on the Public Works website that can be found at:

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

The consultant shall provide the necessary construction management and construction inspection services for the project from the date of award of construction through the end of construction and notice of completion. The services are anticipated to be full-time for the duration of the 80 Working days construction period, which is scheduled to begin in June 2025 and end in December 2025. Additional project-related duties, such as bid document review, bid result reviews, preconstruction meetings, storm water pollution prevention compliance, and project closure documentation will also be required. The consultant is expected to be proactive in the prosecution of their duties. This clarification does not suggest that any items specifically not mentioned are precluded from the scope of work.

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

in accordance with the project improvement plans, specifications and contract documents. Consultant is to monitor overall project safety.

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

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

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

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

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

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

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

Upon project completion, Consultant will also prepare a detailed project summary report documenting the condition of the project prior to rehabilitation and the improvements to the project after project completion. Photographs of the work site prior to commencement of work, during construction, and after

completion of construction are to be included in the record of the project. The project summary report will also include the initial project budget, change orders and final project budget and include major project milestones and events. The project summary shall include a brief detailing of the dates of bid release, bid opening, dates of issue of Notice to Proceed to Contractor and Consultant, number of working days and a brief detailing of the project.

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

## Construction Work Detail

The County proposed to improve the Wiest Lake Boat Launching Facility Project (County Project No. SR6081CED), located at 5351 Dietrich Road, Brawley, CA 92227. The scope of works includes, but is not limited to the following:

Demolition and replacement of two existing lakeshore shade structures (ramadas), Installation of slope protection, Resurfacing and striping of the existing parking area, Construction of a new ADA-compliant boater restroom, Installation of an 8 foot wide by 50 foot long steel frame boarding float with concrete decking that will be attached to the boat. launching ramp abutment and supported by three guide piles, Installation of new accessible pathways, security lighting, and project signage.

The project's construction must also conform with the latest edition of the "Standard Specifications for Public Works Construction, Greenbook" and the most recent version of the "Department of Boating and Waterways' Layouts, Design and Construction Handbook for Small Craft Boat Launching Facilities." The contractor will also be required to prepare a concrete test panel prior to the placement of any concrete for boat launching ramps, to ensure proficiency in creating a satisfactory V-grooved Surface. The selected consultant will also be responsible for lead abatement.

The work will be substantially completed within eighty (80) working days.

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

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

### III. SCHEDULE OF EVENTS

EVENT	DATE
Issue Request for Proposal	Monday, February 03, 2025
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	Monday, February 17, 2025
Proposal Due	Friday, February 21, 2025
Consultant Selection	March 2025
Agreement for Services Notice to Proceed	April/May 2025

### IV. RESPONSIBILITIES OF COUNTY

The County will direct the development of the project(s), provide management oversight, and conduct administrative arrangements only. The County will provide any other available documents and records to Consultant as required. Consultant will be responsible for all activities and meetings associated with the project including meeting minutes and record keeping.

The County will pay an agreed upon amount normally within 30 days after receipt of invoice(s). Invoice(s) shall be submitted with a detailed accounting of staff hours attributed to specific tasks. Separate invoices shall be submitted for specific project billings, with clear notation of the County Project Number. County will retain 5% of each invoice for services and will release final retention upon project completion. .

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

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

### V. PROPOSAL CONTENT AND INFORMATION

*At a minimum, proposals should include:*

1. RFP Intake Form and Letter of Interest: Complete Provide a cover letter expressing your interest in the project. Include name, address, phone number, and email address of the primary contact; identifying the capacity of this person. Consultants are required to complete and submit RFP Intake Form provided in Exhibit A with proposals
2. Statement of Qualifications (including proof of state and federal registrations): Describe the company's qualifications and experience related to multi-modal transportation planning. Each consultant shall be registered with the California Department of Industrial Relations upon submission of a proposal. Each consultant, whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".



3. Experience with similar project(s): Provide a list of at least three (3) or more similar projects that the firm and staff, proposed for assignment, have successfully completed.
4. References: Provide at least three (3) references, with contact information, for which work of similar scope and scale have been provided within the last three (3) years, inclusive of name, address, contact information, dates services were performed and values of contracts
5. Legal entity: describe the legal entity with which the County would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees.
6. Project Management: Identify the members of the project team, including the project manager, key consultants, and sub-consultants; include their names and positions, their qualifications, list of similar projects in which they assumed substantial roles, and responsibilities related to the assignment. It is expected that individuals identified as the project team will be actively involved throughout the project.
7. Analysis of Effort/Methodology: Prospective consultants shall describe the overall approach to the project, specific techniques that will be used, and the specific administrative and operational management expertise that will be employed. A proposed schedule shall be included. The project schedule must be clearly stated with intermittent milestones.
8. Capacity: a statement that the firm(s) has sufficient staff resources and capability to perform the work contained within this RFP within the specified timeframe.
9. Cost Proposal/Worksheet Includes fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses. If applicable, include fee structure for additional work/services outside the scope of work. Cost proposal must include statement that offer is valid for at least a ninety (90) day period.
  - All costs/fees proposed must accompany proposal within a separate sealed envelope clearly labeled with the name of the firm submitting and the title of the RFP.

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

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

## VI. PROPOSAL EVALUATION

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

Proposals received shall be reviewed according to the criteria and weighting shown in Exhibit D. In addition to County Staff, the evaluation panel may include representatives from project stakeholders. A recommendation to

award contract will be presented to the Imperial County Board of Supervisors for approval to enter into an agreement.

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

## VII. CONSULTING AGREEMENT

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

## VIII. REGULATIONS

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

### Special Provisions for California State Parks Boating and Waterways

#### 1. Construction of the Project:

- a) Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
- b) The Department of Parks and Recreation Division of Boating and Waterways and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area.
- c) Construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement.
- d) Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative.
- e) No placement or v-grooving of concrete for boat launching ramps on the Projects shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department of Parks and Recreation, Division of Boating and Waterways (DBW) representative

must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a DBW representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by DBW. Contractor may incorporate test panel into other concrete work (i.e. trash closure, etc.).

- f) Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department of Parks and Recreation, Division of Boating and Waterways (DBW) to furnish in favor of the Grantee and DBW, as their interests may appear, bonds or other security interests as allowed pursuant to the Public Contract Code sections 10263 and 22300 in the minimum amounts indicated:
  - a) Faithful Performance – One Hundred Percent (100%) of the total contract bid price
  - b) Labor and Materials – One Hundred Percent (100%) of the total contract bid price

2. Liability and Fire Insurance

- a) The Grantee shall continuously insure the Project Area through one of the following alternatives:

**ALTERNATIVE I -**

Bodily Injury or Death	\$1,000,000 each person
	\$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project

Or –

**ALTERNATIVE II -**

- b) The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the amounts specified in **ALTERNATIVE I**.

- c) Any policy or policies shall contain the following endorsement:

The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department of Parks and Recreation, Division of Boating and Waterways (DBW) in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to DBW.

3. Liability

- a) The Grantee agrees to indemnify, defend and save harmless, the Department of Parks and Recreation, Division of Boating and Waterways, its officers, agents, and employees from any all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

## General Terms and Conditions

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage

of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## Equal Opportunity

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

1. The Contractor will comply with the provisions of the California Fair Employment and Housing Act (FEHA), as outlined in California Government Code 12900 through 12996, which prohibits discrimination in employment based on race, color, religion, sex, national origin, disability, sexual orientation, and other protected categories
2. The Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will take such actions as may be directed by the State of California’s Department of Fair Employment and Housing or any other relevant state agency to enforce these provisions, including sanctions for noncompliance. In the event the contractor becomes involved in litigation with a subcontractor or vendor related to such compliance, the Contractor may request the State of California to intervene in the litigation to protect the interests of the state.
5. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



6. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the required agency as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the agencies may prescribe.
7. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contracts subject to the provisions of the California Fair Employment and Housing Act (FEHA), or any similar state regulations, and in that event, to submit compliance reports regarding their affirmative action and nondiscrimination efforts prior to or as part of their bid or negotiation of a contract.
8. Whenever the Contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information regarding the labor union's or agency's practices and policies affecting compliance with applicable California employment and non-discrimination laws as required by the State of California or any relevant state agency. In the event the labor union or agency refuses to provide such information to the Contractor, the Contractor shall certify to the State of California as part of its compliance report, outlining the efforts made to obtain such information.
9. The Contractor shall submit, as part of their compliance report, a statement from any labor union or agency with which the Contractor or subcontractor deals, confirming that their practices and policies comply with California's non-discrimination laws, including the Fair Employment and Housing Act (FEHA). The statement should affirm that the union or agency will cooperate in the implementation of non-discriminatory recruitment, employment, and terms of employment for workers under the proposed contract. If the union or agency refuses to provide such a statement, the Contractor shall certify to the State of California, as part of the compliance report, outlining the efforts made to obtain the statement and any additional information required by the appropriate state agency.
10. The Contractor will cause the foregoing provisions to be included in all subcontracts for work covered by this Agreement, ensuring that such provisions are binding upon each subcontractor, provided that these provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials, as defined by California law.

## IX. PROPOSAL SUBMITTAL

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive of the proposal must be received in person or by mail to Imperial County Department of Public Works no later than close of business **(4:00pm) on Friday, February 21, 2025**. Proposal must be clearly titled:

**Wiest Lake Boat Launching Facility Resident Engineer and Construction Inspection Services – County Project Number 6081SR**

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

Alfonso Varela, Administrative Analyst II  
Imperial County Department of Public Works  
155 S. 11<sup>th</sup> Street  
El Centro, California 92243

**Note: Late proposals will not be considered.**

## X. RFP QUESTIONS AND CONTACTS

Questions concerning this RFP will be responded to collectively, and made available for interested consultants via the ICDPW website <http://www.co.imperial.ca.us/publicwork/default.htm> under “Projects out to Bid” as an addendum. *All inquiries must be submitted via email no later than close of business on Monday, February 17, 2025,* to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact Person: Alfonso Varela, Administrative Analyst II  
[alfonsovarela@co.imperial.ca.us](mailto:alfonsovarela@co.imperial.ca.us)

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

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

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

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

Exhibit A  
RFP Intake Form

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

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

RFP Title: Wiest Lake Boat Launching Facility Resident Engineer and Construction Inspection Services

Project Number: County Project Number 6081SR

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

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

Project Manager			
Name:		Title:	
Email:			

Proposed Team: (Prime Consultant and Subconsultants)

Name	DIR Registration Number		
<b><u>PRIME CONSULTANT</u></b>			

TO BE COMPLETED BY PUBLIC WORKS STAFF

DATE RECEIVED: \_\_\_\_\_  
RECEIVED BY: \_\_\_\_\_

## Exhibit B

### Minimum Insurance Requirements

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

## **INSURANCE COVERAGE AND LIMITS:**

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

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

## **ADDITIONAL ENDORSEMENT REQUIRED:**

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

## **Special Risks or Circumstances**

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

Exhibit C  
Evaluation Form



# PROPOSAL EVALUATION FORM

WIEST LAKE BOAT LAUNCHING FACILITY PROJECT  
 RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES  
 COUNTY PROJECT NUMBER 6081SR

---

RESPONDENT: \_\_\_\_\_  
 EVALUATOR: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 EVALUATOR SIGNATURE: \_\_\_\_\_

**RATING POINTS:**

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

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
<b>A. Relevant Experience (0.35)</b>					
<ul style="list-style-type: none"> <li>• Responsiveness &amp; understanding of work to be done (ie. Scope of work)</li> </ul>	(0.25)		_____		_____
<ul style="list-style-type: none"> <li>• Familiarity with project funding and funding requirements</li> </ul>	(0.10)		_____		_____
<b>B. Project Management (0.25)</b>					
<ul style="list-style-type: none"> <li>• Consultants ability to provide respective services on schedule.</li> </ul>	(0.15)		_____		_____
<ul style="list-style-type: none"> <li>• Demonstrates organizational skills, and ability to meet client program requirements and goals.</li> </ul>	(0.10)		_____		_____
<b>C. References (0.05)</b>					
			_____		_____
<b>D. Understanding (0.20)</b>					
<ul style="list-style-type: none"> <li>• Proposal specific to RFP scope of work. Any additional items suggested beyond scope can be included but referenced separately.</li> </ul>	(0.20)		_____		_____
<b>E. Cost Proposal (0.15)</b>					
Cost for services is fair and in alignment with Independent Cost Estimate	(0.15)		_____		_____
Subtotal Score					_____
F. Previous Experience and performance working With County of Imperial Department of Public Works					_____
					(0 to -5)
<b>Total Score</b>					_____

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

**Comments:**



## Exhibit D

### Sample Agreement for Services

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

1 **AGREEMENT FOR SERVICES**

2 **«Consultant\_Business\_Name»**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective the  
4 \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Imperial, a political subdivision of  
5 the State of California, by and through its Department of Public Works (“COUNTY”) and  
6 **«Consultant\_Business\_Name»**, a **«Consultant\_Business\_Type»** licensed to do business within the state  
7 of California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide  
10 **«Contract\_Services»** for **«Project\_Name»**; County Project No. **«Project\_Number»** (“Project”); and

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

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

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

18 **1. INCORPORATION OF RECITALS.**

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

21 **2. DEFINITIONS.**

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

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

1 **3. CONTRACT COORDINATION.**

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

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

11 **4. DESCRIPTION OF WORK.**

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

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

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

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

25 **5.3.** CONSULTANT shall:

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

1           **5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws,  
2                                 ordinances, regulations, orders and decrees which may affect those engaged or  
3                                 employed under this Agreement;

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

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

11     **6.        REPRESENTATIONS BY CONSULTANT.**

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

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

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

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

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

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

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

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

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

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

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

25      **7.     TERM OF AGREEMENT.**

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

1 **8. COMPENSATION.**

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

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

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

13 **9. PAYMENT.**

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

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

23 **10. METHOD OF PAYMENT.**

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

1 thirty (30) days after the claim is submitted.

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

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

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

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

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

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

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

26 **13. SUSPENSION OF AGREEMENT.**

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

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

3 **14. TERMINATION.**

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

12 **15. INSPECTION.**

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

18 **16. OWNERSHIP OF MATERIALS.**

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

24 **17. INTEREST OF CONSULTANT.**

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

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



1 contractor or person having such an interest shall be employed.

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

4 **18. INDEMNIFICATION.**

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

14 **18.2.** CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and  
15 hold COUNTY harmless from all Claims, including but not limited to:

16 **18.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,  
17 sickness or disease or death to persons including but not limited to COUNTY's  
18 representatives, officers, directors, designees, employees, agents, successors and  
19 assigns, subcontractors and other third parties and/or damage to property of  
20 anyone (including loss of use thereof) arising out of CONSULTANT's negligent  
21 performance of, or willful misconduct surrounding, any of the terms contained  
22 in this Agreement, or anyone directly or indirectly employed by  
23 CONSULTANT or anyone for whose acts CONSULTANT may be liable;

24 **18.2.2.** Liability arising from injuries to CONSULTANT and/or any of  
25 CONSULTANT's employees or agents arising out of CONSULTANT's  
26 negligent performance of, or willful misconduct surrounding, any of the terms  
27 contained in this Agreement, or anyone directly or indirectly employed by  
28 CONSULTANT or anyone for whose acts CONSULTANT may be liable;

1           **18.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,  
2           regulation, standard, ordinance or statute caused by the negligent action or  
3           inaction, or willful misconduct of CONSULTANT or anyone directly or  
4           indirectly employed by CONSULTANT or anyone for whose acts  
5           CONSULTANT may be liable, including but not limited to:

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

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

16          **18.2.4.** Infringement of any patent rights which may be brought against COUNTY  
17          arising out of CONSULTANT's work;

18          **18.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,  
19          regulation, standard, ordinance or statute in any way relating to the occupational  
20          health or safety of employees; and

21          **18.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this  
22          Agreement.

23          **18.3.** These indemnification provisions shall extend to Claims occurring after this Agreement  
24          is terminated, as well as while it is in force.

25          **19.    INDEPENDENT CONTRACTOR.**

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

- 1           **19.1.** CONSULTANT is not an employee or agent of COUNTY and is only responsible for  
2           the requirements and results specified by this Agreement or any other agreement.
- 3           **19.2.** CONSULTANT shall be responsible to COUNTY only for the requirements and results  
4           specified by this Agreement and except as specifically provided in this Agreement, shall  
5           not be subject to COUNTY's control with respect to the physical actions or activities of  
6           CONSULTANT in fulfillment of the requirements of this Agreement.
- 7           **19.3.** CONSULTANT is not, and shall not be, entitled to receive from, or through, COUNTY,  
8           and COUNTY shall not provide, or be obligated to provide, CONSULTANT with  
9           Workers' Compensation coverage or any other type of employment or worker insurance  
10          or benefit coverage required or provided by any Federal, State or local law or regulation  
11          for, or normally afforded to, an employee of COUNTY.
- 12          **19.4.** CONSULTANT shall not be entitled to have COUNTY withhold or pay, and COUNTY  
13          shall not withhold or pay, on behalf of CONSULTANT, any tax or money relating to  
14          the Social Security Old Age Pension Program, Social Security Disability Program, or  
15          any other type of pension, annuity, or disability program required or provided by any  
16          federal, State or local law or regulation.
- 17          **19.5.** CONSULTANT shall not be entitled to participate in, nor receive any benefit from, or  
18          make any claim against any COUNTY fringe program, including, but not limited to,  
19          COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan,  
20          or any other type of benefit program, plan, or coverage designated for, provided to, or  
21          offered to COUNTY's employees.
- 22          **19.6.** COUNTY shall not withhold or pay, on behalf of CONSULTANT, any Federal, State,  
23          or local tax, including, but not limited to, any personal income tax, owed by  
24          CONSULTANT.
- 25          **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent  
26          and conduct itself as an independent contractor, not as an employee of COUNTY.
- 27          **19.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of,  
28          bind or obligate COUNTY in any way without the written consent of COUNTY.

1 **20. INSURANCE.**

2 **20.1.** CONSULTANT hereby agrees at its own cost and expense to procure and maintain,  
3 during the entire term of this Agreement and any extended term therefore, insurance in  
4 a sum acceptable to COUNTY and adequate to cover potential liabilities arising in  
5 connection with the performance of this Agreement and in any event not less than the  
6 minimum limit set forth in the “Minimum Insurance Amounts” attachment to RFP  
7 (**Exhibit “A”**) which are incorporated as if set forth fully herein.

8 **20.2. Special Insurance Requirements.** All insurance required shall:

9 **20.2.1.** Be procured from California admitted insurers (licensed to do business in  
10 California) with a current rating by Best’s Key Rating Guide, acceptable to  
11 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser  
12 ratings must be approved in writing by COUNTY.

13 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance  
14 maintained by COUNTY shall be in excess of CONSULTANT’s insurance  
15 coverage and shall not contribute to it.

16 **20.2.3.** Name The Imperial County Department of Public Works and the County of  
17 Imperial and their officers, employees, and volunteers as additional insured on  
18 all policies, except Workers’ Compensation insurance and Errors & Omissions  
19 insurance, and provide that COUNTY may recover for any loss suffered by  
20 COUNTY due to CONSULTANT’s negligence.

21 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional insured  
22 and contains a cross-liability or severability of interest clause.

23 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty  
24 (30) days written notice has been given to COUNTY. CONSULTANT may not  
25 terminate such coverage until it provides COUNTY with proof that equal or  
26 better insurance has been secured and is in place. Cancellation or change  
27 without prior written consent of COUNTY shall, at the option of COUNTY, be  
28 grounds for termination of this Agreement.

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

5           **20.3. Additional Insurance Requirements.**

6           **20.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is  
7           also to be notified if any aggregate insurance limit is exceeded.

8           **20.3.2.** The comprehensive or commercial general liability shall contain a provision of  
9           endorsements stating that such insurance:

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

25           **20.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any  
26           insurance policy required by this Agreement, CONSULTANT shall, if requested by  
27           COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums  
28           have been paid together with a duplicate copy of the policy or a certificate evidencing

1 the policy and executed by the insurance company issuing the policy or its authorized  
2 agent.

3 **20.5. Certificates of Insurance.** CONSULTANT agrees to provide COUNTY with the  
4 following insurance documents on or before the effective date of this Agreement:

5 **20.5.1.** Complete copies of certificates of insurance for all required coverages including  
6 additional insured endorsements shall be attached hereto as **Exhibit “C”** and  
7 incorporated herein.

8 **20.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

9 County of Imperial  
10 Risk Management Department  
11 RE: County Project No. «Project\_Number»  
12 940 Main Street, Suite 101  
13 El Centro, CA 92243

14 County of Imperial  
15 Department of Public Works  
16 RE: County Project No. «Project\_Number»  
17 155 South 11th Street  
18 El Centro, CA 92243

19 **20.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall  
20 be construed to preclude CONSULTANT from obtaining and maintaining any  
21 additional insurance policies in addition to those required pursuant to this Agreement.

22 **21. PREVAILING WAGE.**

23 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within  
24 the meaning of California Labor Code section 1720 shall cause CONSULTANT, and its  
25 sub-consultants, to comply with the provisions of California Labor Code sections 1775  
26 et seq.

27 **21.2.** When applicable, copies of the prevailing rate of per diem wages shall be on file at  
28 COUNTY’s Department of Public Works and available to CONSULTANT and any  
other interested party upon request. CONSULTANT shall post copies of the prevailing  
wage rate of per diem wages at the Project site.

1           **21.3.** CONSULTANT hereby acknowledges and stipulates to the following:

2           **21.3.1.** CONSULTANT has reviewed and agrees to comply with the provisions of  
3                           Labor Code section 1776 regarding retention and inspection of payroll records  
4                           and noncompliance penalties; and

5           **21.3.2.** CONSULTANT has reviewed and agrees to comply with the provisions of  
6                           Labor Code section 1777.5 regarding employment of registered apprentices; and

7           **21.3.3.** CONSULTANT has reviewed and agrees to comply with the provisions of  
8                           Labor Code section 1810 regarding the legal day's work; and

9           **21.3.4.** CONSULTANT has reviewed and agrees to comply with the provisions of  
10                          Labor Code section 1813 regarding forfeiture for violations of the maximum  
11                          hours per day and per week provisions contained in the same chapter.

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

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

21           **22.1.** Prior to the commencement of work, CONSULTANT shall sign and file with  
22                          COUNTY the following certification: "I am aware of the provisions of California Labor  
23                          Code §§3700 et seq. which require every employer to be insured against liability for  
24                          workers' compensation or to undertake self-insurance in accordance with the provisions  
25                          of that code, and I will comply with such provisions before commencing the  
26                          performance of the work of this contract."

27           **22.2.** This certification is included in this Agreement and signature of the Agreement shall  
28                          constitute signing and filing of the certificate.

1           **22.3.** CONSULTANT understands and agrees that any and all employees, regardless of hire  
2           date, shall be covered by Workers' Compensation pursuant to statutory requirements  
3           prior to beginning work on the Project.

4           **22.4.** If CONSULTANT has no employees, initial here: \_\_\_\_\_.

5   **23.   ASSIGNMENT.**

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

9   **24.   NON-DISCRIMINATION.**

10          **24.1.** During the performance of this Agreement, CONSULTANT 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          CONSULTANT 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          **24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race, color,  
19          national origin, or sex in the performance of this Agreement. CONSULTANT shall  
20          carry out applicable requirements of 49 CFR 26 in the award and administration of  
21          DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a  
22          material breach of this Agreement, which may result in the termination of this  
23          Agreement, or such other remedy as COUNTY deems appropriate.

24          **24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair  
25          Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable  
26          regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et  
27          seq.).

28          **24.4.** The applicable regulations of the Fair Employment and Housing Commission



1 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of  
2 Title 2 of the California Code of Regulations, are incorporated into this Agreement by  
3 reference and made a part hereof as if set forth in full.

4 **24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794  
5 (a)) are incorporated into this Agreement by reference and made a part hereof as if set  
6 forth in full.

7 **24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations  
8 under this clause to labor organizations with which they have a collective bargaining or  
9 other agreement.

10 **24.7.** CONSULTANT shall include the nondiscrimination and compliance provisions of this  
11 clause in all subcontracts to perform work under this Agreement.

12 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

13 **25.1.** CONSULTANT represents and warrants that is has fully read the applicable  
14 Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this Project and  
15 has fully and accurately completed any and all required DBE forms.

16 **25.2.** CONSULTANT represents and warrants that it will comply with all applicable DBE  
17 requirements for this Project.

18 **25.3.** CONSULTANT shall comply with the applicable DBE provisions attached hereto as  
19 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

20 **25.4.** If any state or federal funds are withheld from COUNTY or not reimbursed to  
21 COUNTY due to CONSULTANT’s failure to either comply with the DBE  
22 requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE  
23 goals as determined by COUNTY, Caltrans, the Federal Highway Administration,  
24 and/or any other state or federal agency contributing funds to the Project, then  
25 CONSULTANT shall fully reimburse COUNTY the amount of funding lost. COUNTY  
26 reserves the right to deduct any such loss in funding from the amount of compensation  
27 due to CONSULTANT under this Agreement.

28 **25.5.** In addition to the above, CONSULTANT’s failure to comply with DBE

1 requirements/goals shall subject it to such sanctions as are permitted by law, which may  
2 include, but shall not be limited to the following:

3 **25.5.1.** Termination of this Agreement;

4 **25.5.2.** Withholding monthly progress payments;

5 **25.5.3.** Compensatory, special, incidental, liquidated and other damages; and/or

6 **25.5.4.** Designation of CONSULTANT as “nonresponsible,” and disqualification from  
7 bidding on future public works projects advertised by COUNTY.

8 **26. NOTICES AND REPORTS.**

9 **26.1.** Any notice and reports under this Agreement shall be in writing and may be given by  
10 personal delivery or by mailing by certified mail, addressed as follows:

<p>11 <b>COUNTY</b>  12 Director of Public Works  13 RE: County Project No. «Project_Number»  14 «Project_Number»  15 155 South 11th Street  16 El Centro, CA 92243</p>	<p><b>CONSULTANT</b>  17 «Consultant_Business_Name»  18 RE: County Project No.  19 «Consultant_Street_Address»  20 «Consultant_City_State»</p>
---	--

21 County of Imperial  
22 Clerk of the Board of Supervisors  
23 RE: County Project No. «Project\_Number»  
24 940 W. Main Street, Suite 209  
25 El Centro, CA 92243

19 **26.2.** Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-  
20 two (72) hours after deposit in the United States mail or twenty-four (24) hours after  
21 deposit with an overnight carrier.

22 **26.3.** The addressees and addresses for purposes of this Section may be changed to any other  
23 addressee and address by giving written notice of such change. Unless and until written  
24 notice of change of addressee and/or address is delivered in the manner provided in this  
25 Section, the addressee and address set forth in this Agreement shall continue in effect  
26 for all purposes hereunder.

27 **27. ENTIRE AGREEMENT.**

28 This Agreement contains the entire Agreement between COUNTY and CONSULTANT

1 relating to the transactions contemplated hereby and supersedes all prior or contemporaneous  
2 agreements, understandings, provisions, negotiations, representations, or statements, either written or  
3 oral.

4 **28. MODIFICATION.**

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

7 **29. CAPTIONS.**

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

10 **30. PARTIAL INVALIDITY.**

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

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

15 **31.1.** As used in this Agreement and whenever required by the context thereof, each number,  
16 both singular and plural, shall include all numbers, and each gender shall include a  
17 gender.

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

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

25 **32. WAIVER.**

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

1 **33. CHOICE OF LAW.**

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

5 **34. AUTHORITY.**

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

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

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

13 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

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

16 **35. COUNTERPARTS.**

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

21 **36. REVIEW OF AGREEMENT TERMS.**

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

26 **36.2.** Each Party represents and warrants to and covenants with the other Party that:

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

1 and

2 **36.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this  
3 Agreement for execution by said Parties.

4 **36.3.** Any statute or rule of construction that ambiguities are to be resolved against the  
5 drafting party shall not be employed in the interpretation of this Agreement.

6 **37. NON-APPROPRIATION.**

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

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

15 **37.3.** If sufficient funds for the Project are not appropriated, this Agreement may be amended  
16 or terminated in order to reflect said reduction in funding.

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

19  
20 **County of Imperial**

**«Consultant\_Business\_Name»**

21  
22 By: \_\_\_\_\_  
23 Michael W. Kelley, Chairman  
24 Imperial County Board of Supervisors

By: \_\_\_\_\_  
«Consultant\_Name\_for\_Signature»

25 **ATTEST:**

26  
27 \_\_\_\_\_  
28 Blanca Acosta, Clerk of the Board,  
County of Imperial, State of California

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED AS TO FORM:**

Katherine Turner,  
County Counsel

By: \_\_\_\_\_  
«CC\_Attorney»,  
«CC\_Attorney\_Title»

SAMPLE

**EXHIBIT “A” – “REQUEST FOR PROPOSAL”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SAMPLE

**EXHIBIT “B” – “PROPOSAL”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SAMPLE



**EXHIBIT “C” – “CERTIFICATES OF INSURANCE”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SAMPLE

1 **EXHIBIT “D” – “DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION”**

2 A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business  
3 Enterprises in Department of Transportation Financial Assistance Programs.” Consultants who obtain  
4 DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide  
5 overall DBE goal.

6 B. The goal for DBE participation for this contract is \_\_\_\_\_%. If applicable, participation by  
7 DBE consultant or subconsultants shall be in accordance with information contained in the form  
8 entitled, “Consultant Proposal DBE Commitment” (Exhibit 10-O1, of the LAPM), or in the form  
9 entitled, “Consultant Contract DBE Information” (Exhibit 10-O2, of the LAPM), attached hereto and  
10 incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT  
11 must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not  
12 otherwise met.

13 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate  
14 in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or  
15 subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the  
16 performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part  
17 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to  
18 carry out these requirements is a material breach of this contract, which may result in the termination  
19 of this contract or such other remedy as LOCAL AGENCY deems appropriate.

20 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of  
21 this section.  
22

23 E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and  
24 only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for  
25 the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).  
26

27 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution  
28 of the work of the contract and is carrying out its responsibilities by actually performing, managing,

1 and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect  
2 to materials and supplies used on the contract, for negotiating price, determining quality and quantity,  
3 ordering the material, and installing (where applicable) and paying for the material itself. To  
4 determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry  
5 practices, whether the amount the firm is to be paid under the, contract is commensurate with the work  
6 it is actually performing, and other relevant factors.

7 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a  
8 transaction, contract, or project through which funds are passed in order to obtain the appearance of  
9 DBE participation. In determining whether a DBE is such an extra participant, examine similar  
10 transactions, particularly those in which DBEs do not participate.

11 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the  
12 total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work  
13 of the contract than would be expected on the basis of normal industry practice for the type of work  
14 involved, it will be presumed that it is not performing a CUF.

15 I. CONSULTANT shall maintain records of materials purchased or supplied from all  
16 subcontracts entered into with certified DBEs. The records shall show the name and business address  
17 of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of  
18 tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE  
19 prime consultants shall also show the date of work performed by their own forces along with the  
20 corresponding dollar value of the work.

21 J. If applicable, upon completion of the Contract, a summary of these records shall be prepared  
22 and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise  
23 (DBE) and First-Tier Subcontractors" CEM-2402F (Exhibit 17-F, of the LAPM), certified correct by  
24 CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract  
25 Administrator with the final invoice. Failure to provide the summary of DBE payments with the final  
26 invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from  
27 payment until the form is submitted. The amount will be returned to CONSULTANT when a  
28

1 satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier  
2 Subcontractors” form is submitted to the Contract Administrator.

3 K. If a DBE subconsultant is decertified during the life of the contract, the decertified  
4 subconsultant shall notify CONSULTANT in writing with the date of decertification. If a  
5 subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify  
6 CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL  
7 AGENCY’s Contract Administrator within 30 days.

SAMPLE

**INSURANCE COVERAGE AND LIMITS:**

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

<b><u>Insurance</u></b>	<b><u>Minimum Limit*</u></b>
Professional Liability (Errors and Omissions)	Insurance appropriate to the Contractor’s profession, with limit no less than <b>\$1,000,000</b> per occurrence or claim, <b>\$1,000,000</b> aggregate.
Workers Compensation, Coverage A	as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than <b>\$1,000,000</b> per accident for bodily injury or disease.
Employers Liability, Coverage B	\$1,000,000
Commercial General Liability (including Contractual Liability):	Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than <b>\$3,000,000</b> per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
Comprehensive Automobile Liability (owned, hired & non-owned vehicles) Bodily Injury & Property Damage	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than <b>\$1,000,000</b> per accident for bodily injury and property damage.

**ADDITIONAL ENDORSEMENT REQUIRED:**

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

**Special Risks or Circumstances**

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