



**County of Imperial**  
**Department of Public Works**  
155 S. 11th Street, El Centro, CA 92243  
Phone: (442) 265-1818  
Fax: (442) 265-1858



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**REQUEST FOR PROPOSALS**  
**Construction Management, Inspection Services and**  
**Labor Compliance Support Services**

**for**

**County of Imperial Behavioral Health Services (BHS) El Centro**  
**Outpatient Clinic “It Takes a Village” Interior Remodel, Exterior**  
**and Site Improvements and Roof Replacement located at 120**  
**N. 8th Street, El Centro, CA 92243**

**COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)**

**DUE DATE AND SUBMISSION REQUIREMENTS:**

All required documents and bids are to be submitted via email to  
[raulcarrasco@co.imperial.ca.us](mailto:raulcarrasco@co.imperial.ca.us) no later than 4:00 p.m. on Friday, May 9, 2025

**POINT OF CONTACT:**

Raul Carrasco, Sr. CIP Project Technician  
Imperial County Department of Public Works  
155 S. 11<sup>th</sup> Street  
El Centro, CA 92243

## 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).

**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>
Public Works Reforms (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>
Public Works Reforms (SB 854) - Important Information for Awarding Bodies	<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://www.dir.ca.gov/public-works/contractor-registration.html">https://www.dir.ca.gov/public-works/contractor-registration.html</a>
Director's General Prevailing Wage Determinations	<a href="https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>

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Exhibit A – Evaluation Form

Exhibit B – Sample Agreement for Services and Minimum Insurance Requirements

## I. NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that the County of Imperial Department of Public Works will receive up to, but not later than ***Friday, May 9, 2025***, sealed proposals for the award of the following project.

**County of Imperial Department of Public Works  
REQUEST FOR PROPOSALS  
CONSTRUCTION MANAGEMENT (CM), INSPECTION SERVICES AND LABOR  
COMPLIANCE SUPPORT SERVICES**

**Imperial County Behavioral Health Services (ICBHS) El Centro Outpatient Clinic “It Takes a Village” Interior Remodel, Exterior and Site Improvements and Roof Replacement located at 120 N. 8th Street, El Centro, CA 92243  
COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)**

The construction management and construction inspection services are needed for the tenant improvements by ICBHS consisting of interior, exterior, site improvements and the roof replacement of the existing building.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in "SCOPE OF WORK," of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings. The submitting firms must have the capacity to complete work within the time limit and construction schedule established by the County.

Each proposal must conform and be responsive to this Notice and all other documents comprising the pertinent Request for Proposal Documents. Copies of the Request for Proposal Documents are available at:

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

Questions regarding this Request for Proposal shall be received via email to Raul Carrasco, Sr. CIP Project Technician, at [raulcarrasco@co.imperial.ca.us](mailto:raulcarrasco@co.imperial.ca.us). No oral question or inquiry about this RFP shall be accepted.

The County reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the process. No proposal may be withdrawn for a period of ninety (90) days after the due date.

## II. PROJECT POSTING AND SCHEDULING

This RFP is being distributed over the internet and is being posted to the Imperial County Department of Public Works Projects Out to Bid website at <https://publicworks.imperialcounty.org/projects-out-to-bid/>

Due to the fact that anyone can download the RFP and the County has no method for tracking the distribution, the County is not able to maintain a list of potential consultants and/or proposers and cannot provide individual notification of amendments or addendums to this RFP.

The County will therefore post any addendums to the RFP on the above-mentioned website. All consultants shall refer to the website to verify all addendums that have been issued and that they have acknowledged all such addendums in their proposal.

### SCHEDULE OF EVENTS

	EVENT	Tentative Dates	Milestone
A.	Issue Request for Proposal	Wednesday, April 9, 2025	
B.	Last Day for Request(s) for Clarification (must be submitted in writing)	Thursday, April 24, 2025	
C.	Proposal Due	Friday, May 9, 2025	
D.	Consultant Interviews, if necessary	TBD	
E.	Consultant Preliminary Selection	May, 2025	
F.	County Awards Contract (Agreement)	June 2025 (Tentative)	
G.	Kick Off Meeting for Consultant	June 2025 (Tentative)	
H.	Construction Notice to Proceed	July 2025 (Tentative)	
I.	Facility Construction Completion and Closed Out	July 2026 (Tentative)	

## III. PURPOSE

The County of Imperial Department of Public Works (ICDPW) is requesting proposals for qualified and experienced consulting services for construction management and inspection services, inclusive of labor compliance services, for the below referenced project in Imperial County. The services are anticipated to be full-time for the duration of the construction work and close-out procedures. The proposal submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's RFP will be evaluated and scored/ranked according to criteria provided in "PROPOSAL EVALUATION."

## IV. PROJECT BACKGROUND

ICBHS has been providing services to children, youth, and their families in locations within close proximity to their residences to eliminate barriers to accessing mental health services.

Due to its centralized location, the El Centro Children's and Adolescent Outpatient Clinic located at 120 N. 8th Street has been providing services to residents from the cities of El Centro, Heber, Holtville, Imperial, and Seeley. The facility was originally a motel built in 1947 and was purchased by the County in 1974 to convert it into offices. This facility has been utilized by ICBHS since 1974 with minor changes and minor remodeling done to the structure. Over the years, repairs to the building have been made, but the facility continues to deteriorate and needs major structural repairs. Due to the high cost of repairs, ICBHS has focused on fixing problems that require immediate attention. ICBHS has not been able to maximize the use of the space as the facility continues to have some of the original kitchenettes, showers, and closets that are solely used for storage. The configuration of the building has prevented ICBHS from increasing clinical staff at this location limiting the mental health services provided to children and youth. On June 1, 2022, the California Department of Health Care Services (DHCS), through its contractor Advocates for Human Potential (AHP), Inc. issued a Request for Applications (RFA) for BHCIP Round 4: Children and Youth grant funds, pursuant to Welfare and Institutions Code Sections 5960-5960.45. BHCIP Round 4 grant funding focuses on infrastructure to support expansion of services and programs for children and youth.

- A. The El Centro Children's and Adolescent Outpatient Clinic currently houses 1.5 child psychiatrists, 1.5 nurses, 3 clinicians, and 4 mental health rehabilitation technicians (MHRTs) who provide direct Specialty Mental Health Services (SMHS) to children, youth, and the families of those who meet medical necessity and access criteria. Ninety-two percent (92%) of children and youth accessing services at the site are Medi-Cal beneficiaries, six percent (6%) are beneficiaries of private health insurance, and two percent (2%) are self-pay.
- B. The California Advancing and Innovating Medi-Cal reform, which aims at providing health care equity to unserved and underserved populations, has broadened the access and medical necessity criteria for SMHS, which has directly increased the number of children and youth eligible for SMHS. However, the site has struggled to meet patient demands for mental health services within the confines of the outdated facility and at times children and youth are referred to other ICBHS clinics to obtain needed services. The proposed rehabilitation aims at redesigning the physical space of the clinic to maximize unused space to expand service capacity and increase treatment options for children and youth accessing mental health services within the least restrictive setting.

## PROJECT STATISTICS

Funding Source:	State of California-Health and Human Services Agency, California Department of Health Care Services (DHCS) - Behavioral Health Continuum Infrastructure Program (BHCIP) - Round 4&5: Crisis and Behavioral Health Continuum.
APN:	053-095-002-000 (Building) and 053-095-003-000 (Parking Lot)
Construction and Design Estimate:	\$5,857,215.00

<b>Grant Funding Timeline:</b>	<b>Deadline 06/30/2027 (absolute date for overall completion of the project, inclusive of closeout procedures, recorded Notice of Completion and all payments associated with the project).</b>
<b>Architect of Record:</b>	YNG Architects, Inc. Contact: Yenny Ng Office Phone: (714) 426-2951 Address: 2530 Red Hill Avenue, Suite 215, Santa Ana, CA 92705
<b>Architect’s SOW Summary:</b>	ICBHS worked with YNG Architects and Imperial County Public Works (ICPD) to develop and approve the floor plan for this project. The project consists of rehabilitating the existing 10,250 sq. ft. of the El Centro Children's and Adolescent Outpatient Clinic located at 120 N. 8th Street, El Centro, CA.

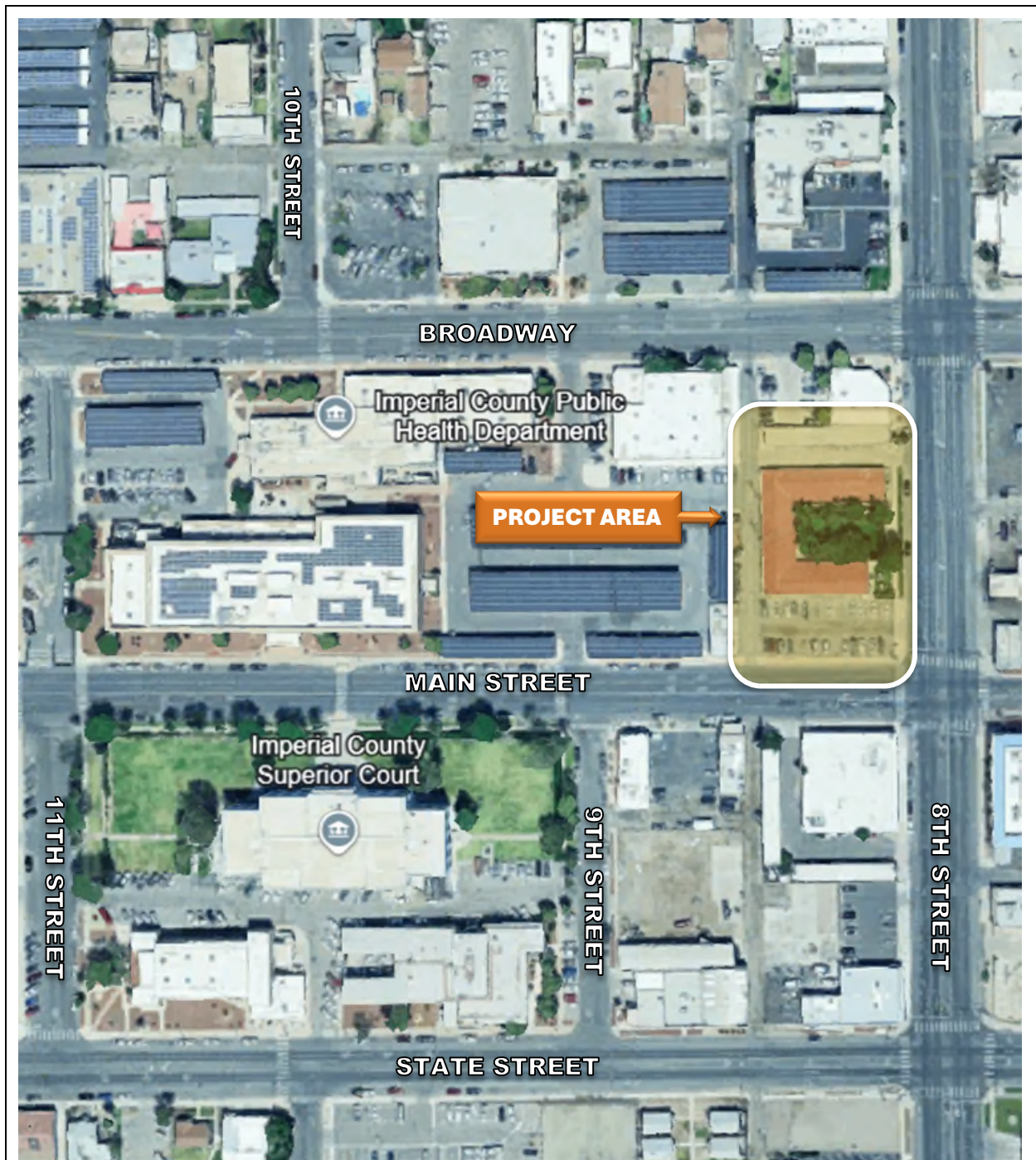
## V. PROJECT DESCRIPTION


- a. ICBHS worked with YNG Architects and Imperial County Public Works (ICDPw) to develop and approve the floor plan for this project. The project consists of rehabilitating the existing 10,250 sq. ft. of the El Centro Children's and Adolescent Outpatient Clinic located at 120 N. 8th Street, El Centro, CA, and repaving the 8,241 sq. ft. of the south parking lot.
- b. BHCIP grant funds will be used to maximize the current 10,250 sq. ft. of the clinic. Renovations will consist of the following, (but not limited to):
  - i. The creation of 11 dedicated clinical spaces which include 4 clinician offices, 2 psychiatric offices, 1 telemedicine office, 1 nurse's office, 1 group room, 1 case management area, and 1 interview room.
  - ii. The creation of a larger waiting area for clients and their parents by redesigning existing office spaces.
  - iii. The creation of an ADA compliant walkway for children and families with disabilities.
  - iv. The creation of a large telemedicine room that will house state of the art equipment so telehealth providers can thoroughly assess children and youth.
  - v. The creation of a group room that will be used to provide group therapy and parenting groups.
  - vi. All of the single paned windows from 1947 will be replaced with double paned energy efficient windows.
  - vii. The HVAC and electrical system will be modernized to ensure the energy efficiency of the clinic.
  - viii. The entire roof will be replaced.

- c. Additionally, grant funds will also be utilized to repave the 8,241 sq. ft. south parking lot. The purposed construction will consist of the following:
  - i. Relocating the handicap parking spaces closer to the clinic to ensure proper accommodation and access.
  - ii. Repainting parking lines to make the most of the available space that is available for clients and the general public.
  
- d. BHCIP grant funding will also cover the cost of the following expenditures associated with the rehabilitation and reconstruction of the El Centro Children's and Adolescent Outpatient Clinic:
  - i. Professional Architecture Service
  - ii. Change of Order Allocation - Formal Bid
  - iii. Construction Management and Inspection Services
  - iv. Labor Compliance Services
  - v. Project Management Services
  - vi. Testing Site Inspection
  - vii. Building Permits and Advertisement
  - viii. Construction Cost
  - ix. General Liability Insurance
  - x. Information and Technical Services (ITS) IDF Networking Install

The augmented capacity from the rehabilitation and remodel will mitigate the rising trends in service utilization by children and youth, which was exacerbated by the disruptions in routines and social isolation caused by the Covid-19 pandemic. The investment in the El Centro Children's and Adolescent Outpatient Clinic, which is the most populated city of the county, will benefit children and youth seeking mental health services and will increase behavioral health equity for this population as they will have access to high-quality and affordable mental health services.





	<p>IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT          EL CENTRO, CA</p>	<p>REQUEST FOR PROPOSALS (“RFP”)          Construction Management, Inspection Services and Labor Compliance Support Services for County of Imperial Behavioral Health Services (BHS) El Centro Outpatient Clinic “It Takes a Village” Interior Remodel, Exterior and Site Improvements and Roof Replacement located at 120 N. 8th Street, El Centro, CA 92243          COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)</p>
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LOCATION MAP

## VI. SCOPE OF WORK

The scope of work is to provide the necessary Construction Management Services to the County Public Works Department in accordance with all provisions within this RFP. These services will be needed during the course of the construction work from date of award of the construction project and notice to proceed to contractor, through construction (inclusive of pre-construction) and until notice of completion of construction. Consultant shall provide a dedicated full-time person, or persons as needed to provide Construction Management Services for this specific project which is funded with state funds. The Construction Manager (CM) shall be a California licensed architect, registered engineer or licensed general contractor.

“Construction project management” means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects. Gov Code § 4525(e)

4529.5. Any individual or firm proposing to provide construction project management services pursuant to this chapter shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project. Gov Code § 4529.5.

The CM will schedule, notice and conduct a preconstruction meeting, coordinating with the County, project designer, affected utility companies, the contractor, and other parties or agencies involved in the construction. The CM 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 CM 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 CM, the County, and Contractor at the ICDPW office. The CM will provide a weekly written summary to the ICDPW Director, which includes project progress, weekly plan, and pending issues. The CM 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. The CM will prepare and forward agendas and memoranda for all project related meetings.

The Consultant will be responsible for the initial coordination with the Contractor regarding pay applications and change order requests. The 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 contractors and verify and deliver them to the ICDPW for approval. Consultant

shall administer the project in accordance with the provisions in the Project Manual.

The CM shall coordinate and cooperate with the Architect of record regarding the above-mentioned items and shall manage the submittal process between the Architect, Contractor, and County.

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

It is important that the project be inspected on a full-time basis when the Contractor is present at the site. Consultant shall possess a thorough understanding of the plans, specifications, and addendums. In addition, it is important that the Consultant review and have a thorough understanding of the approved Submittal Documents, Project Budget, Grant requirements, code requirements, jurisdiction requirement, Project Schedule, and any other requirements to oversee a construction project. Consultant is to report to the County of Imperial representative on a daily basis. Consultant 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 is to monitor overall project safety pursuant to CalOSHA and OSHA. Consultant is to act as the primary point of contact and coordination between the County of Imperial, the Contractor and other parties involved in the construction. 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. The Consultant will also notify appropriate public safety agencies regarding construction related impacts, if needed; and will meet with public safety agencies as needed.

Construction management for this project shall be accomplished in accordance with the project improvement plans, specifications and technical conditions. Daily inspection reports, project files, construction records and procedures, safety provisions, labor compliance provisions, contract change orders, material sampling and testing, response to Requests for Information and similar items shall be accomplished in accordance with the plans, specifications, and contract documents.

Consultant will complete the Labor Standards Compliance Monitoring in accordance with California Labor Codes. Consultant's Labor Standards Compliance Officer (LCO) will conduct Payroll Reviews of the Contractors and Subcontractors participating in 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 representative. 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 complete.

### **Construction Manager**

The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

Unless personally present on premises where work is being done, Contractor shall keep on the work, during its progress, a competent superintendent satisfactory to COUNTY.

The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

The Construction Manager will be provide full-service Program Management Services for the proposed Design Build Program to include:

### **Pre-Construction and Construction Management:**

- A. Provide Construction Management oversight services during construction including but not limited to submittal review, scheduling, budgeting, including review payment requests and change orders, meeting coordination, maintenance of project documents, and oversight of Contractor work in coordination with a CQA consultant.
  
- B. Attend meetings between the County and the Design Build Team during all phases of the project, including programming, schematic design, design development, cost estimating, subcontractor and other bidding & formulation of guaranteed maximum price, construction documents, construction, and post construction. PM/CM to review deliverables at all stages and make recommendations to the County regarding the acceptability, applicability, feasibility, and constructability. PM/CM shall consider the site constraints, building systems, building materials, code compliance, alternate methods, economics, materials and labor availability and schedules.

- C. Oversee the Design Build Team’s design services to ensure compatibility with governing agency requirements, to coordinate code compliance and ensure compliance with the project schedule.
- D. Assist in Issuance of Notices of Award, coordinate Design Build Design and Construction contract execution, and issuance of Notice to Proceed.
- E. Maintenance of construction schedule and status reporting. Prepare monthly progress reports that include a comprehensive description of the prior month's main accomplishments and current construction activities. Representative photographs shall be included within the progress report as appropriate to the phase of the project.
- F. A summary report shall also be generated that can be shared with members of the Governing Authority, and also posted to the Project's web site.
- G. Review and evaluate Design Build Team’s work plans, schedules, budgets, and cash flow projections. Lead the evaluation of value engineering proposals submitted by the Design Build Team.
- H. PM/CM is to inspect, monitor and document the activities of contractors, subcontractors, and suppliers to ensure compliance with the requirements of contract documents. Key activities may require full-time oversight by qualified construction management staff.
- I. Create the document-control filing system for the Project during the Construction Phase.
- J. Submittal logging and review.
- K. Schedule and participate in preconstruction and regular meetings with contractors and County staff regarding construction issues, progress reporting, interpretation of plans and specifications, and contractor performance.
- L. Oversee construction activities and provide management and oversight services to ensure that contractors' work is performed in accordance with construction plans and specifications and is consistent with the intent of the design. Interface with the Design Build Team to facilitate resolution of technical issues, processing of design changes to suit conditions encountered in the field. Maintain construction site daily records. Review all contractor reports and records, including shift reports, daily material placement reports, daily progress reports, and job safety reports.
- M. Review pay requests submitted by the contractor and issue pay certificates to the County.
- N. Identify, prepare, log, monitor and negotiate all contractor or County initiated

claims, changes, extra work, and change orders. Prepare independent cost estimates, change order justification, and recommend action on all change order requests. Prepare necessary change orders for all construction contracts.

O. It is noted that as this will be a Design Build process and the expectation is there will be little or no changes once the Guaranteed Maximum Price is set.

P. CM shall implement procedures for the systematic and timely completion, start-up and testing, acceptance and transfer of all facilities constructed, as well as the closeout of the contract.

Q. Prepare detailed project punch lists toward closeout of the project.

R. Take the lead in negotiating and closing out the Design Build contract. Verify that all project payments have been made to the contractors and that all required releases have been obtained.

S. Prepare final change orders as required. Finalize and certify that the project record drawings are complete and accurate including stamp and original signature of a Professional Engineer licensed in California. Organize, bind, and submit all project documents to the County.

T. Prepare and submit final Construction Summary Reports for the contract. The report shall be well organized and serve as a future historic document on the Project. Hard bound copies shall be prepared for distribution to the County.

U. Provide other specialty services as required during construction such as, witness and evaluation of electrical instrumentation, controls, water quality, noise and air quality monitoring services, geotechnical, structural, civil design, and other technical specialties.

V. PM/CM is responsible for document control and is expected to maintain a log of all correspondence submitted by the construction contractor and the responses applicable to that correspondence. Manage the receipt, logging, control, tracking and timely processing of all technical documents, shop drawings, submittals, manuals, and samples received as part of the construction. Review shop drawings and submittals, including the evaluation of construction schedules, and where applicable analyze and submit reports to the County/design engineer for review.

W. Review and provide written responses to contractor Requests for Information (RFI's). As this will be a Design Build Process, there should be little or no RFI issues.

X. Maintain up-to-date, secured, marked-up prints of construction drawings showing all field changes and as-built conditions. Maintain an up-to-date, secured, conformed copy of all construction contracts, including all approved modifications and changes.



### **Deliverables**

The PM/CM Consultant shall make project documentation available to BH at any time during the project. At the conclusion of the project, the PM/CM Consultant shall provide BH with all project documentation including, but not limited to:

1. Correspondence;
2. Submittals;
3. Requests for Information;
4. Pay requests;
5. Design change notifications;
6. As-built drawings and specifications;
7. CQA test and inspection results;
8. Deficiency notices;
9. Change orders;
10. Meeting minutes; and
11. Daily field reports.

The PM/CM Consultant shall compile the construction documents in a final Construction Summary Report. Five hard copies and five compact discs containing the report shall be submitted to BH no more than 30 days following closure construction completion.

### **Qualifications and Experience**

The Construction Management Consultant shall have demonstrated experience in the following:

1. Experience with construction contract administration and management, knowledge of related California public works contract codes and contract laws.
2. Experience in negotiation and claim analysis preparation.
3. Experience in enforcing requirements of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, fulfilling its reporting requirements, and representing owner in overseeing the implementation of the project Storm Water Pollution Protection Plan (SWPPP) by the contractor. A Qualified SWPPP Practitioner (QSP) is required in the Construction Management team.
4. Experience in claim defense for public agencies.

## **VII. DELIVERABLES**

Throughout the construction of the project, the Consultant will maintain orderly project files for each project, including, but not limited to, Daily Inspection Reports, Submittal Reviews, and similar project documentation. Upon project completion, the following shall be supplied to the County:

- Final electronic PDF copy of any and all documentation created for the project.
- Two (2) bound copies for each project containing the final reports, 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 title:

**County of Imperial Behavioral Health (BH) Services El Centro Outpatient Clinic “It Takes a Village” Interior Remodel, Exterior and Site Improvements and Roof Replacement located at 120 N. 8th Street, El Centro, CA 92243  
COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)**

Documents will serve as a record of the projects. 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. Additionally, a copy of the record of the project is to be provided in Portable Document Format (PDF) on a USB thumb drive.

The detailed Project Summary Report will document the condition of the project prior to rehabilitation and the improvements to the project after project completion. 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. Photographs that document the status of the project prior to construction, during construction and after construction shall be included.

The construction work is scheduled for a maximum of **278** working days to consider in onsite daily inspections.

Bidding documents (Project Manual) and plans and specifications for the construction work referred to for the project is available on the public works website at: <https://publicworks.imperialcounty.org/projects-out-to-bid/>.

## **VIII. RESPONSIBILITIES OF COUNTY**

The County will direct the development of the project(s), provide management oversight, and conduct administrative arrangements only. The Consultant will be responsible for all activities and meetings associated with the Construction Management including meeting minutes and record keeping.

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

The County will retain 5% of each invoice until project completion. The County deems the project(s) complete when a Notice of Completion is recorded by the County Clerk/Recorder for the constitution acceptance by the County.

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

## **IX. PROPOSAL CONTENT AND INFORMATION**

Proposal should be typed, organized and concise, yet comprehensive.

General Requirements.

1. Letter of Interest: Provide a cover letter expressing your interest in the project. Include name, address, phone number, and email address of the primary contact, identifying the capacity of this person. Provide a statement that the offer is valid for at least a ninety (90) day period.
2. Statement of Qualifications: Describe the company's qualifications and experience related to multi-modal transportation planning. Each consultant, including subconsultants, shall provide proof of active registration with the California Department of Industrial Relations (DIR) by providing DIR numbers.
3. Understanding of the project: Express in detail consultants understanding of project and County's needs.
4. 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. A minimum of three (3) years' experience is required.
5. References: Provide at least three (3) references, with contact information, for other similar work performed.
6. Legal entity: Describe the legal entity with which the County would contract including the structure of the anticipated partnership agreement(s) and ownership interests in the project. Include length of time in business, and number of employees.
7. Project Management: Identify the members of the project team, including the project manager, key consultants, and sub-consultants; include their names and positions, their qualifications, list of similar projects in which they assumed substantial roles, and responsibilities related to the assignment. It is expected that individuals identified as the project team will be actively involved throughout the project.

The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

8. Analysis of Effort/Methodology: Prospective consultants shall describe the overall approach to the project, specific techniques that will be used, and the specific administrative and operational management expertise that will be employed. A proposed schedule shall be included. The project schedule must be clearly stated with intermittent milestones.

9. **Approach:** Provide a narrative that explains your approach to realizing the specifications stated in the enclosed RFP. Include a description of the approach for the project, including, but not limited to:
  - a. Overall approach and recommendation for the comprehensive plan;
  - b. Detailed scope of work that incorporates the guidance provided in this RFP.
  - c. Schedule
  
10. **Capacity:** A statement that the firm(s) has sufficient staff resources and capability to perform the work contained within this RFP within the specified timeframe.
  
11. **Taxpayers Identification Number:** Each consultant whether an individual, proprietor, partnership or a non-profit corporation or organization must obtain, complete, and include, with the proposal submitted, an Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

## **X. COST AND FEES**

*NOTE: Cost Proposals must be submitted with the proposal in a separate PDF file, appropriately labeled with project title and submitting firm identification.*

The cost proposal shall take into account the following:

1. Develop costs and fees for the services requested. A not to exceed fee based on anticipated fully burdened hourly rates for the actual construction management for the appropriate construction contract duration, or less depending on Consultant's anticipated schedule.
  
2. Additionally, consider the scope of work involving preconstruction review of requests for information (RFIs), material submittals, project documentation, including before and after construction such as finalizing forms, certifications, and tabulation of material testing and prepare a lump sum fixed fee breakdown based on anticipated staff and hours. Costs should be organized for full-time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. As much as possible, a fixed fee lump sum breakdown by phase of the construction based on billable hours is desirable for preconstruction and post construction.
  
3. Breakdown shall include preconstruction services, construction services, and post construction services. Assume field construction services will last the number of consecutive calendar days in each appropriate construction contract as mentioned. Provide a clear breakdown of the costs by phase including staff or by item, by hour. No subcontractors shall be utilized without prior authorization by the County.
  
4. Consultant shall provide a "Lump Sum" proposal, broken down into the various

components of the Scope of Work (tasks listed below). No further charges may be incurred unless authorized by the County in writing. The successful consulting firm will be selected based on the understanding of the scope of work.

## **XI. 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 A. In addition to ICDPW Staff, the evaluation panel may include representatives from the 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. **No proposal may be withdrawn for a period of ninety (90) days after the due date.**

## **XII. CONSULTING AGREEMENT AND INSURANCE REQUIREMENTS**

*A sample agreement and minimum insurance requirements attached for review as Exhibit B.*

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.

Prior to submittal, for board approval, of the agreement with the County, the successful firm must provide evidence of insurance coverage as noted in the sample contract and insurance requirements. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract and insurance exhibit are based on projected county estimates. Insurance amounts may be adjusted once the final cost and fees proposal is reviewed.

Any contract resulting from this RFP will be financed with funds available to the County from State funds and other applicable funds.

### **XIII. PROPOSAL SUBMITTAL**

Responses shall be submitted via email to Raul Carrasco, SR. CIP Project Technician at [raulcarrasco@co.imperial.ca.us](mailto:raulcarrasco@co.imperial.ca.us) no later than 4:00 p.m. on Friday, May 9, 2025. Proposals must be clearly titled: **REQUEST FOR PROPOSALS Construction Management (CM) Services and Program Management (PM) Support Services for Behavioral Health (BH) Services El Centro Outpatient Clinic “It Takes a Village” Interior Remodel, Exterior and Site Improvements and Roof Replacement located at 120 N. 8th Street, El Centro, CA 92243; COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)**

**Note: Late proposals WILL NOT be considered.**

### **XIV. CLOSING ITEMS**

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

# EXHIBIT “A”



**PROPOSAL EVALUATION FORM**  
**REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT (CM)**  
**AND PROGRAM MANAGEMENT (PM) SUPPORT SERVICES FOR**  
**THE**  
**COUNTY OF IMPERIAL BEHAVIORAL HEALTH (BH) SERVICES**  
**OUTPATIENT CLINIC “IT TAKES A VILLAGE” INTERIOR REMODEL,**  
**EXTERIOR AND SITE IMPROVEMENTS AND ROOF REPLACEMENT**  
**COUNTY PROJECT NO. SR6841BH (BHCIP-B4-237)**

DATE: \_\_\_\_\_

AGENCY/DEPARTMENT: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

**RATING POINTS:**

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

Criteria	Weight Factor	X	Rating	=	Weighted Ranking
<b>Project Management</b>	<b>0.2</b>				
Organization & quality of staffing based on recent experience.	0.05	X		=	
Capacity of the firm and demonstrated ability to locally commit designated team members for the duration of the project.	0.1	X		=	
Understanding of project requirements and documentation and communication tools necessary to administer project.	0.05	X		=	
<b>Technical</b>	<b>0.75</b>				
Responsiveness and understanding of Project Background, Project Description and Scope of Work.	0.2	X		=	
Demonstrated expertise in construction management and contract management.	0.25				
Demonstrated expertise in program management necessary to coordinate multiple disciplines and stakeholders.	0.05	X		=	
Experience with related California public works contract codes and contract laws	0.2	X		=	
Experience with similar federal, state, and local government projects including adherence to prevailing wage regulations	0.05	X		=	
<b>Other</b>	<b>0.05</b>				
References.	0.05	X		=	
<b>TOTAL:</b>					

Comments:

**EXHIBIT “B”**

1 **AGREEMENT FOR SERVICES**

2 **SAMPLE**

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

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide  
10 updates to the (“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 the  
15 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 CONSULTANT  
17 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, [RFP] dated [RFP Date]. The Request  
24 for Proposal is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

25 **2.2.** “Proposal” shall mean CONSULTANT’s document entitled, [Proposal] and submitted to  
26 COUNTY’s Department of Public Works. The Proposal is attached hereto as **Exhibit “B”**  
27 and incorporated herein this by reference.

28 **3. CONTRACT COORDINATION.**



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

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

10 **4.     DESCRIPTION OF WORK.**

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

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

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

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

24           **5.3.** CONSULTANT shall:

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

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

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

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

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

**6. REPRESENTATIONS BY CONSULTANT.**

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

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

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

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

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

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

1 true and correct.

2 **6.7.** CONSULTANT understands and agrees not to discuss this Agreement or work performed  
3 pursuant to this Agreement with anyone not a party to this Agreement without the prior  
4 permission of COUNTY. CONSULTANT further agrees to immediately advise  
5 COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with  
6 respect to work performed pursuant to this Agreement.

7 **6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due  
8 diligence review of its files and advise COUNTY of any conflict or potential conflict  
9 CONSULTANT may have with respect to the work requested.

10 **6.9.** CONSULTANT understands and agrees that in the course of performance of this  
11 Agreement CONSULTANT may be provided with information or data considered by the  
12 owner or the COUNTY to be confidential. COUNTY shall clearly identify such  
13 information and/or data as confidential. CONSULTANT shall take all necessary steps  
14 necessary to maintain such confidentiality including but not limited to restricting the  
15 dissemination of all material received to those required to have such data in order for  
16 CONSULTANT to perform under this Agreement.

17 **6.10.** CONSULTANT represents that the personnel dedicated to this project as identified in  
18 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.  
19 CONSULTANT will not substitute other personnel or engage any contractors to work on  
20 any tasks identified herein without prior written notice to COUNTY.

21 **6.11.** CONSULTANT understands that COUNTY considers the representations made herein  
22 to be material and would not enter into this Agreement with CONSULTANT if such  
23 representations were not made.

24 **7. TERM OF AGREEMENT.**

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

28 **8. COMPENSATION.**

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

4           **8.1.1.** [Cost Proposal]

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

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

13 **9.    PAYMENT.**

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

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

23 **10.   METHOD OF PAYMENT.**

24               CONSULTANT shall at any time prior to the fifteenth (15<sup>th</sup>) day of any month, submit to COUNTY  
25 a written claim for compensation for services performed. The claim shall be in a format approved by  
26 COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by  
27 COUNTY's Contract Manager or his/her designee. CONSULTANT may expect to receive payment within  
28 a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after

1 the claim is submitted.

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

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

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

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

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

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

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

26 **13. SUSPENSION OF AGREEMENT.**

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

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

3 **14. TERMINATION.**

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

12 **15. INSPECTION.**

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

18 ///

19 **16. OWNERSHIP OF MATERIALS.**

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

25 **17. INTEREST OF CONSULTANT.**

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

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

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

5 **18. INDEMNIFICATION.**

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

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

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

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

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

6 **18.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,  
7 regulation, standard, ordinance or statute caused by the negligent or reckless  
8 action or inaction, or willful misconduct of CONSULTANT or anyone directly or  
9 indirectly employed by CONSULTANT or anyone for whose acts  
10 CONSULTANT may be liable, including but not limited to:

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

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

21 **18.2.4.** Infringement of any patent rights which may be brought against COUNTY arising  
22 out of CONSULTANT's work;

23 **18.2.5.** Any violation or infraction by CONSULTANT of any law, order, citation, rule,  
24 regulation, standard, ordinance or statute in any way relating to the occupational  
25 health or safety of employees; and

26 **18.2.6.** Any breach by CONSULTANT of the terms, requirements or covenants of this  
27 Agreement.

28 **18.3.** These indemnification provisions shall extend to Claims occurring after this Agreement



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

2 **19. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

1 CONSULTANT.

2 **19.7.** CONSULTANT is, and at all times during the term of this Agreement, shall represent  
3 and conduct itself as an independent contractor, not as an employee of COUNTY.

4 **19.8.** CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
5 or obligate COUNTY in any way without the written consent of COUNTY.

6 **20. INSURANCE.**

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

13 **20.2. Special Insurance Requirements.** All insurance required shall:

14 **20.2.1.** Be procured from California admitted insurers (licensed to do business in  
15 California) with a current rating by Best’s Key Rating Guide, acceptable to  
16 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser  
17 ratings must be approved in writing by COUNTY.

18 **20.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance  
19 maintained by COUNTY shall be in excess of CONSULTANT’s insurance  
20 coverage and shall not contribute to it.

21 **20.2.3.** Name The Imperial County Department of Public Works and the County of  
22 Imperial and their officers, employees, and volunteers as additional insured on all  
23 policies, except Workers’ Compensation insurance and Errors & Omissions  
24 insurance, and provide that COUNTY may recover for any loss suffered by  
25 COUNTY due to CONSULTANT’s negligence.

26 **20.2.4.** State that it is primary insurance and regards COUNTY as an additional insured  
27 and contains a cross-liability or severability of interest clause.

28 **20.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty

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

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

10 **20.3.** Additional Insurance Requirements.

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

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

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

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

1  
2 **20.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any  
3 insurance policy required by this Agreement, CONSULTANT shall, if requested by  
4 COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums have  
5 been paid together with a duplicate copy of the policy or a certificate evidencing the  
6 policy and executed by the insurance company issuing the policy or its authorized agent.

7 **20.5. Certificates of Insurance.** CONSULTANT agrees to provide COUNTY with the following  
8 insurance documents on or before the effective date of this Agreement:

9 **20.5.1.** Complete copies of certificates of insurance for all required coverages including  
10 additional insured endorsements shall be attached hereto as **Exhibit “C”** and  
11 incorporated herein.

12 **20.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

13 County of Imperial  
14 Risk Management Department  
15 Re: County Project No. [Project Number]  
16 940 Main Street, Suite 101  
17 El Centro, CA 92243

17 ///  
18 ///  
19 ///  
20 ///

19 County of Imperial  
20 Department of Public Works  
21 Re: County Project No.[Project Number]  
22 155 South 11th Street  
23 El Centro, CA 92243

23 **20.6. Additional Insurance.** Nothing in this, or any other provision of this Agreement, shall be  
24 construed to preclude CONSULTANT from obtaining and maintaining any additional  
25 insurance policies in addition to those required pursuant to this Agreement.

26 **21. PREVAILING WAGE.**

27 **21.1.** CONSULTANT acknowledges that any work that qualifies as a “public work” within the  
28 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-

consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

21.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at COUNTY's Department of Public Works and/or Clerk of the Board of Supervisors, and available to any interested party upon request. CONSULTANT shall post copies of the prevailing wage rate of per diem wages at the Project site.

21.3. CONSULTANT hereby acknowledges and stipulates to the following:

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

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

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

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

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

22. **WORKERS' COMPENSATION CERTIFICATION.**

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

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

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

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

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

10 **23. ASSIGNMENT.**

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

14 **24. NON-DISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 **26. NOTICES AND REPORTS.**

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

<b>COUNTY</b>	<b>CONSULTANT</b>
Director of Public Works	
Re: County Project No.[Project Number]	
155 South 11th Street	
El Centro, CA 92243	

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

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

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



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

3 **27. ENTIRE AGREEMENT.**

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

7 **28. MODIFICATION.**

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

10 **29. CAPTIONS.**

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

13 **30. PARTIAL INVALIDITY.**

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

17 ///

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

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

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

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

28 **32. WAIVER.**

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

4 **33. CHOICE OF LAW.**

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

8 **34. AUTHORITY.**

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

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

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

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

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

18 **35. COUNTERPARTS.**

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

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

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

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

1           **36.2.1.** This Agreement in its reduction to final written form is a result of extensive good  
2                                 faith negotiations between the Parties and/or their respective legal counsel; and

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

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

7 **37.   NON-APPROPRIATION.**

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

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

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

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

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

22           38.1. Pertinent Nondiscrimination Authorities:

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

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

1 and projects);

- 2 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits  
3 discrimination on the basis of sex);
- 4 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as  
5 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part  
6 27;
- 7 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),  
8 (prohibits discrimination on the basis of age);
- 9 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4  
10 7123), as amended, (prohibits discrimination based on race, creed, color, national  
11 origin, or sex);
- 12 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,  
13 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age  
14 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by  
15 expanding the definition of the terms “programs or activities” to include all the  
16 programs or activities of the Federal-aid recipients, subrecipients and contractors,  
17 whether such programs or activities are Federally funded or not);
- 18 (h) Titles II and III of the Americans with Disabilities Act, which prohibit  
19 discrimination on the basis of disability in the operation of public entities, public  
20 and private transportation systems, places of public accommodation, and certain  
21 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of  
22 Transportation regulations at 49 C.F.R. parts 37 and 38;
- 23 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §  
24 47123) (prohibits discrimination on the basis of race, color, national origin, and  
25 sex);
- 26 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in  
27 Minority Populations and Low-Income Populations, which ensures discrimination  
28 against minority populations by discouraging programs, policies, and activities

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

3 (k) Executive Order 13166, Improving Access to Services for persons with Limited  
4 English Proficiency, and resulting agency guidance, national origin  
5 discrimination includes discrimination because of limited English proficiency  
6 (LEP). To ensure compliance with Title VI, you must take reasonable steps to  
7 ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.  
8 at 74087 to 74100);

9 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you  
10 from discriminating because of sex in education programs or activities (20 U.S.C.  
11 1681 et seq).

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13  
14 [Signatures to Follow on Next Page]

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

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**County of Imperial**

**[Consultant]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael W. Kelly, Chairman  
Imperial County Board of Supervisors

[Signatory]

**ATTEST:**

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

**APPROVED AS TO FORM:**

Eric Havens,  
County Counsel

By: \_\_\_\_\_

Faye Winkler,  
Deputy County Counsel

## **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>\$1,000,000</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.