



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



REQUEST FOR PROPOSALS
Construction Management, Inspection Services and
Labor Compliance Support Services
for
County of Imperial Behavioral Health Services (BHS) El Centro
Mental Health Triage and Engagement Services Expansion
located at 202 N. 8th Street, El Centro, CA 92243

COUNTY PROJECT NO. SR6309BH (BHCIP-B4-236)

Release date May 12,2025

DUE DATE AND SUBMISSION REQUIREMENTS:

All required documents and bids are to be submitted via email to
raulcarrasco@co.imperial.ca.us and marcelocortes@co.imperial.ca.us no later than 4:00
p.m. on Friday, June 13, 2025

POINT OF CONTACT:

Raul Carrasco, Sr. CIP Project Technician
Imperial County Department of Public Works
155 S. 11th 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)	http://www.dir.ca.gov/Public-Works/PublicWorks.html
Public Works Reforms (SB 854) Fact Sheet	http://www.dir.ca.gov/Public-Works/PublicWorksSB854.html
Public Works Reforms (SB 854) - Important Information for Awarding Bodies	http://www.dir.ca.gov/Public-Works/SB854.html
Public Works Contractor (PWC) Registration	https://www.dir.ca.gov/public-works/contractor-registration.html
Director's General Prevailing Wage Determinations	https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm

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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, June 13, 2025, at 4:00 P.M. PST*** 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 Mental Health Triage
and Engagement Services Expansion located at 202 N. 8th Street, El Centro, CA 92243
COUNTY PROJECT NO. SR6309BH (BHCIP-B4-236)**

The construction management and construction inspection services are needed to renovate and increase the square footage of the first floor of the ICBHS 3-story building located at 202 N.8th Street, El Centro, CA. The first floor currently consists of 5,200 sq. ft. of dedicated office space, storage, and client rooms. The additional space will come from 1,542 sq. ft. of currently enclosed area serving as a carport, drop-off zone, storage paddock and existing parking lot area.

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, and Marcelo Cortes, Sr. Construction Projects Program Technician, at marcelocortes@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 Milestone Dates
A.	Issue Request for Proposal	Monday, May 12, 2025
B.	Last Day for Request(s) for Clarification (must be submitted in writing)	Wednesday, May 21, 2025, at 2:00 pm
C.	Addendum/Questions/ Clarifications Posted	Thursday, May 29, 2025, at 4:00 pm
D.	Proposal Due	Friday, June 13, 2025, at 4:00 pm
E.	Consultant Interviews, if necessary	TBD
F.	Consultant Preliminary Selection	June, 2025
G.	County Awards Contract (Agreement)	July 2025 (Tentative)
H.	Kick Off Meeting for Consultant	July 2025 (Tentative)
I.	Construction Notice to Proceed	August 2025 (Tentative)
J.	Facility Construction Completion and Closed Out	September 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

- A. ICBHS has occupied the building located at 202 N. 8th Street, El Centro since 2000. The first floor was originally dedicated for administrative offices and the west wing

housed the Crisis Desk to admit and hold individuals placed on an involuntary hold. Over the years, with the need to expand services, staff who provided administrative services were relocated to other sites and additional clinical services were placed at this location. Despite staff relocations, this facility, built over two decades ago, no longer meets the structural needs to serve our community. ICBHS has made several efforts to remodel the facility, but the necessary changes have not been made due to high-cost estimates. On June 1, 2022, the California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc. issued a Request for Applications (RFA) for the Behavioral Health Continuum Infrastructure Program Round 4: Children and Youth grant funds, pursuant to Welfare and Institutions Code Sections 5960 5960.45. The intent of this grant opportunity was to enhance infrastructure capacity. On June 31, 2022, ICBHS submitted a grant proposal for the remodel and rehabilitation of the Mental Health Triage Unit and on December 7, 2022, DHCS conditionally awarded Imperial County four million, eighty-five thousand, eight hundred sixteen dollars (\$4,085,816) for the proposed project.

- B. The MHTES facility currently houses two essential programs: the Mental Health Triage Unit (MHTU) and Casa Serena. The intent is to relocate the Crisis Care Mobile Unit to this site to enhance the ICBHS Crisis Continuum of Care. The MHTU is a Lanterman-Petris-Short Act (LPS) outpatient designated facility for individuals placed on a 5150 hold, with 7 beds for adults and 2 beds for children/youth. The second program is Casa Serena, which offers an alternative to involuntary holds for individuals experiencing a psychiatric emergency by providing respite and therapeutic rooms where clinical staff provides crisis interventions and assists individuals learn self-regulatory skills so they can cope and manage symptoms that led the individual's crisis. The third program is the Crisis Care Mobile Units (CCMU), which deploys mobile teams to community locations to provide crisis interventions and prevent placement of individuals in involuntary holds and hospitalizations, when appropriate. Based on expansion of these services and programs, there is a need to increase the physical capacity within the MHTU to improve the service area and to create separate spaces for adults and children/youth. Re-designing the first floor of this building will foster safety in a least restrictive setting for children, youth and pregnant/postpartum women through a personalized approach that will promote recovery for individual during crisis and postcrisis phases. The rehabilitation is designed to incorporate age-appropriate spaces such as the children/youth multi-purpose room, restroom/shower facilities, and common area for staff to provide crisis interventions. Additionally, the common area will serve to provide additional services such as group and individual sessions, socialization, and rehabilitative activities to improve post-crisis outcomes. This project will also augment physical space for Casa Serena, increasing service capacity for children and youth.

PROJECT STATISTICS

Funding Source:	State of California-Health and Human Services Agency, Department of Health Care Services (DHCIP) - Behavioral Health Continuum Infrastructure Program (BHCIP) - Round 4: Children and Youth
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APN:	053-026-013-000
Construction and Design Estimate:	\$3,140,892.00
Grant Funding Timeline:	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).
Architect of Record:	Sanders, Inc. Architecture/Engineering Contact: Jesus Antonio Aguilera Office Phone: (760) 353-5440 ext. 105 Address: 1102 Industry Way - Suite A, El Centro, CA 92243
Architect's SOW Summary:	<p>A. ICBHS has worked with Sanders Inc. and staff from the Public Works Department to develop and approve the floor plan for this proposed project. This project consists of a mixed-development project to renovate and increase the square footage of the first floor of the ICBHS 3-story building located at 202 N.8th Street, El Centro, CA. The first floor currently consists of 5,200 sq. ft. of dedicated office space, storage, and client rooms. The additional space will come from 1,542 sq. ft. of currently enclosed area serving as a carport, drop-off zone, storage paddock and existing parking lot area.</p> <p>B. The project consists of rehabilitating 5,200 sq. ft. of existing clinic and storage space, adding service capacity to MHTU and Casa Serena, and creating additional office space to relocate the Crisis Care Mobile Units (CCMU) to this site. Expanding the overall clinical area by 1,542 sq. ft. of which 991 sq. ft. will come from the current carport area and 551 sq. ft. from the parking lot area.</p>

V. PROJECT DESCRIPTION

- A. ICBHS has worked with Sanders Inc. and staff from the Public Works Department to develop and approve the floor plan for this proposed project. This project consists of a mixed-development project to renovate and increase the square footage of the first floor of the ICHBS 3-story building located at 202 N.8th Street, El Centro, CA. The first floor currently consists of 5200 sq. ft. of dedicated office space, storage, and client rooms. The additional space will come from 1542 sq. ft. of currently enclosed area serving as a carport, drop-off zone, storage paddock and existing parking lot area.

- B. Grant funds will be used to rehabilitate 5200 sq. ft. of existing clinic and storage space, adding service capacity to MHTU and Casa Serena, and creating additional office space to relocate the CCMU to this site. The renovations will consist of the following:
 - i. Renovate office space in the eastern wing for Casa Serena to increase room dedicated to children and to accommodate a second youth therapeutic room.
 - ii. Create a larger waiting area for clients by eliminating an existing office and include a break room for employees.
 - iii. Expand to include four additional workstations for Casa Serena
 - iv. Renovation of the west wing for CCMU/MHTU to accommodate seven beds for adults and pregnant/postpartum women.
 - v. Create five additional office spaces for Program Supervisors, Behavioral Health Manager, Psychiatrist, and Behavioral Health Therapist.
 - vi. Create nine workstations for Mental Health Workers, Mental Health Rehabilitative Technicians/Specialists, and Community Services Workers.
- C. Additionally, grant funds will be utilized to expand the overall clinical area by 1542 sq. ft. of which 991 sq. ft. will come from the current carport area and 551 sq. ft. from the parking lot area. The new proposed construction will consist of the following:
 - i. Accommodate five new children/youth beds; one multi-purpose room; restroom/shower; temperature-controlled storage room; and a receiving area/waiting area.
 - ii. Space for six workstations for Mental Health Workers, Mental Health Rehabilitative Technicians/Specialists, and Community Services Workers.
 - iii. The new construction will provide an ADA access ramp and an enclosed emergency drop-off zone and client patio.
- 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 Services
 - iv. Project Management Services
 - v. Testing Site Inspection
 - vi. Building Permits and Advertisement
 - vii. Construction Cost
 - viii. General Liability Insurance
 - ix. Information and Technical Services (ITS) IDF Networking Install


With the renovation and expansion of the building's first floor, ICBHS will increase the service capacity for children and youth. The additional space will increase capacity for clinical staff to provide immediate services to individuals experiencing a psychiatric emergency, post-crisis follow-up interventions and linkage to appropriate services. The renovation and expansion will support the delivery of evidence-based crisis interventions for youth and children in the multi- purpose room including group sessions and socialization activities. Furthermore, having these three programs in the same location will enhance the crisis

continuum of care leading to improved outcomes by allowing expedited care coordination and a warm handoff to other services and supports, ensuring the community has access to high-quality mental health services.

Tentative Calendar of Events for Bid, Award and Construction Phases -
County Project No. SR6309BH (BHCIP-B4-236)
Imperial County Behavioral Health Services El Centro Mental
Health Triage and Engagement Services Expansion

EVENT	DATE
1. Bid packages available	<u>May 07, 2025</u>
2. <u>NON-MANDATORY</u> Pre-Bid Conference and Facility Walkthrough	<u>May 21, 2025, at 1:00 pm</u>
3. Return of Written Plans, Document Questions, and Substitution Requests. <u>Please be advised that Substitution Requests submitted after the due date may render this bid unresponsive.</u>	<u>May 27, 2025, at 4:00 pm</u>
4. Bid package, inclusive of completed bid forms, and bid bond required to be submitted hereunder must be received by COUNTY on or before at:	
4. Clerk of the Board 940 Main Street, Suite 209 El Centro, CA 92243 Phone: (760) 482- 4220	<u>June 06, 2025, at 2:30 pm</u>
5. Bid Opening in Board Chambers	<u>June 06, 2025, at 2:30 pm</u>
6. Board of Supervisors review and consideration of award on approximately	<u>July 2025 (Tentative)</u>
7. Execution of Contract	<u>July 2025 (Tentative)</u>
8. Commencement of construction on or before	<u>August 2025 (Tentative)</u>
9. Completion of construction on	<u>September 2026 (Tentative)</u>



	<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 Mental Health Triage and Engagement Services Expansion located at 202 N. 8th Street, El Centro, CA 92243 COUNTY PROJECT NO. SR6309BH (BHCIP-B4-236)</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 Mental Triage and
Engagement Services Expansion located at 202 N. 8th Street, El Centro, CA 92243
COUNTY PROJECT NO. SR6309BH (BHCIP-B4-236)**

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 **277** 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 construction management and contract management. 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 (including labor compliance support services). 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 minimum insurance requirements and a sample agreement for services are attached for review as Exhibit B and C respectively.

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 and Marcelo Cortes, Sr. Construction Projects Program Technician at marcelocortes@co.imperial.ca.us no later than 4:00 p.m. on Friday, June 13, 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 Mental Health Triage and Engagement Services expansion located at 202 N. 8th Street, El Centro, CA 92243; COUNTY PROJECT NO. SR6309BH (BHCIP-B4-236)**

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



PROPOSAL EVALUATION FORM
REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT
(CM), INSPECTION SERVICES AND LABOR COMPLIANCE
SUPPORT SERVICES FOR THE
COUNTY OF IMPERIAL BEHAVIORAL HEALTH (BH) SERVICES
EE CENTRO MENTAL HEALTH TRIAGE AND ENGAGEMENT
SERVICES EXPANSION COUNTY PROJECT NO. SR6309BH (BHCIP-
B4-236)

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
Project Management	0.2				
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		=	
Technical	0.75				
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		=	
Other	0.05				
References.	0.05	X		=	
TOTAL:					

Comments:

EXHIBIT “B”

MINIMUM INSURANCE REQUIREMENTS

INSURANCE COVERAGE AND LIMITS:

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

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

ADDITIONAL ENDORSEMENT REQUIRED:

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

Special Risks or Circumstances

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

EXHIBIT “C”

SAMPLE AGREEMENT FOR SERVICES

1 **AGREEMENT FOR SERVICES**

2 **«Consultant_Business_Name»**

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 State of California, by
5 and through its Department of Public Works (“COUNTY”) and **«Consultant_Business_Name»**, a
6 **«Consultant_Business_Type»** licensed to do business within the state of California (“CONSULTANT”)
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 **«Contract_Services»** for **«Project_Name»**; County Project No. **«Project_Number»** (“Project”); and

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

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

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

18 **1. INCORPORATION OF RECITALS.**

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

21 **2. DEFINITIONS.**

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

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

1 **3. CONTRACT COORDINATION.**

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

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

11 **4. DESCRIPTION OF WORK.**

12 CONSULTANT shall provide all materials and labor to perform this Agreement consistent with
13 the RFP and the Proposal, as set forth in **Exhibits "A" and "B."**

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

15 **5.1** CONSULTANT shall comply with all terms, conditions and requirements of this
16 Agreement including all documents incorporated in Section 39.

17 **5.2** CONSULTANT shall perform such other tasks as necessary and proper for the full
18 performance of the obligations assumed by CONSULTANT hereunder; including but not
19 limited to any additional work or change orders agreed upon pursuant to written
20 authorization as described in Paragraph 6.3, and as contemplated under Sections 13, 14,
21 and 28. Proposed additional work or change order requests, when applicable, will be
22 attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).

23 **5.3** CONSULTANT shall:

24 **5.3.1** Procure all permits and licenses, pay all charges and fees, and give all notices that
25 may be necessary and incidental to the due and lawful prosecution of the services
26 to be performed by CONSULTANT under this agreement;

27 **5.3.2** Keep itself fully informed of all existing and proposed federal, state and local laws,
28 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 applicable ordinances, regulations, orders and decrees mentioned above;

5.3.4 Fully cooperate with State or Federal governmental agencies, or any other recognized investigative/auditing entity's, reasonable and lawful request for information related to any investigation or audit of the COUNTY; and

5.3.5 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 the work performed and 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 any employee, contractor, subcontractor 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.

6.5 CONSULTANT represents and warrants that the representations contained in the Proposal are true and correct.

6.6 CONSULTANT understands and agrees not to discuss this Agreement or work performed

pursuant to this Agreement with anyone not a party to this Agreement without the prior permission of COUNTY. CONSULTANT further agrees to immediately advise COUNTY of any contacts or inquiries made by anyone not a party to this Agreement with respect to work performed pursuant to this Agreement.

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

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

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

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

7. TERM OF AGREEMENT.

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

8. COMPENSATION.

8.1 The total compensation payable under this Agreement shall not exceed «Cost_of_Original_Contract», unless otherwise previously agreed to in writing by

COUNTY.

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

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

9. PAYMENT.

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

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

10. METHOD OF PAYMENT.

10.1 CONSULTANT shall at any time prior to the fifth (5th) day of any month, submit to the Contract Manager or his/her designee, a complete and accurate written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by COUNTY's Contract Manager or his/her designee. Any claim determined to be an improper payment request shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt with a written explanation as to why the claim is an improper request for payment. CONSULTANT may expect to receive payment within a reasonable time

thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

11. TIME FOR COMPLETION OF THE WORK.

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

12. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.

12.1 CONSULTANT shall retain all papers, books, files, correspondence, reports, documents, and any other records (collectively, "Records") relating to services performed by CONSULTANT under this Agreement as follows:

12.2 CONSULTANT shall retain all Records relating to CONSULTANT's charges for services or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement.

12.3 CONSULTANT shall retain all Records relating to services performed by CONSULTANT under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

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

12.5 CONSULTANT shall return all Records retained by CONSULTANT pursuant to this Section 12 within thirty (30) days of termination of this Agreement.

1 **13. SUSPENSION OF AGREEMENT.**

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

6 **14. TERMINATION.**

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

15 **15. INSPECTION.**

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

21 **16. OWNERSHIP OF MATERIALS.**

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

27 **17. INTEREST OF CONSULTANT.**

28 **17.1** CONSULTANT covenants that it presently has no interest, and shall not acquire any

1 interest, direct or indirect, financial or otherwise, which would conflict in any manner or
2 degree with the performance of the services hereunder.

3 **17.2** CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor
4 or person having such an interest shall be employed.

5 **17.3** CONSULTANT certifies that no one who has or will have any financial interest under this
6 Agreement is an officer or employee of COUNTY.

7 **18. INDEMNIFICATION.**

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

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

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

1 **18.2.2** Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
2 employees or agents arising out of, pertaining to, or relating to CONSULTANT's
3 negligent or reckless performance of, or willful misconduct surrounding, any of the
4 terms contained in this Agreement, or anyone directly or indirectly employed by
5 CONSULTANT or anyone for whose acts 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 action
8 or inaction, or willful misconduct of CONSULTANT or anyone directly or
9 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT
10 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 lawful
14 entity in charge of monitoring Disadvantaged Business Enterprise
15 compliance;

16 (b) 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 is

terminated, as well as while it is in force.

19. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

19.7 CONSULTANT is, and at all times during the term of this Agreement, shall represent

and conduct itself as an independent contractor, not as an employee of COUNTY.

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

20. INSURANCE.

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

20.2 Special Insurance Requirements. All insurance required shall:

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

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

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

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

20.2.5 Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. CONSULTANT may not terminate such coverage until it provides COUNTY with proof that equal or better

insurance has been secured and is in place. Cancellation or change without prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

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

20.3 Additional Insurance Requirements.

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

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

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

20.4 Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance

policy required by this Agreement, CONSULTANT shall, if requested by COUNTY, provide COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

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

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

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

x

County of Imperial
Risk Management Department
Re: County Project No. <<Project_Number>>
940 Main Street, Suite 101
El Centro, CA 92243

County of Imperial
Department of Public Works
Re: County Project No. <<Project_Number>>
155 South 11th Street
El Centro, CA 92243

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

21. PREVAILING WAGE.

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

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

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

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

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

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

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

19 **22. WORKERS' COMPENSATION CERTIFICATION.**

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

26 **22.2** This certification is included in this Agreement and signature of the Agreement shall
27 constitute signing and filing of the certificate.

28 **22.3** CONSULTANT understands and agrees that any and all employees, regardless of hire date,

1 shall be covered by Workers' Compensation pursuant to statutory requirements prior to
2 beginning work on the Project.

3 **22.4** If CONSULTANT has no employees, initial here:

4 **23. ASSIGNMENT AND SUBCONTRACTING.**

5 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
6 CONSULTANT without the prior written consent of COUNTY. CONSULTANT may employ other
7 specialists or subcontractors to perform services as required with prior approval by COUNTY.
8 CONSULTANT agrees to bind every subcontractor or specialist to the terms of this Agreement as far as
9 such terms are applicable to the portion(s) of work to be completed by the subcontractor or specialist.
10 CONSULTANT shall be fully responsible to COUNTY for acts or omissions of any subcontractor or
11 specialist employed by CONSULTANT in connection with this Agreement.

12 **24. NON-DISCRIMINATION.**

13 **24.1** During the performance of this Agreement, CONSULTANT and its subcontractors shall
14 not unlawfully discriminate, harass or allow harassment against any employee or applicant
15 for employment because of sex, race, color, ancestry, religious creed, national origin,
16 physical disability (including HIV and AIDS), mental disability, medical condition
17 (cancer), age (over forty (40)), marital status and denial of family care leave.
18 CONSULTANT and its subcontractors shall insure that the evaluation and treatment of
19 their employees and applicants for employment are free from such discrimination and
20 harassment.

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

27 **24.3** CONSULTANT and its subcontractors shall comply with the provisions of the Fair
28 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable

1 regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et
2 seq.).

3 **24.4** The applicable regulations of the Fair Employment and Housing Commission
4 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title
5 2 of the California Code of Regulations, are incorporated into this Agreement by reference
6 and made a part hereof as if set forth in full.

7 **24.5** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a))
8 are incorporated into this Agreement by reference and made a part hereof as if set forth in
9 full.

10 **24.6** CONSULTANT and its subconsultants shall give written notice of their obligations under
11 this clause to labor organizations with which they have a collective bargaining or other
12 agreement.

13 **24.7** CONSULTANT shall include the nondiscrimination and compliance provisions of this
14 clause in all subcontracts to perform work under this Agreement.

15 **25. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

16 **25.1** When applicable, CONSULTANT represents and warrants that it has fully read the
17 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this
18 Project and has fully and accurately completed any and all required DBE forms.

19 **25.2** CONSULTANT represents and warrants that it will comply with all applicable DBE
20 requirements for this Project.

21 **25.3** CONSULTANT shall comply with any applicable DBE provisions attached hereto as
22 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

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

in funding from the amount of compensation due to CONSULTANT under this Agreement.

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

25.5.1 Termination of this Agreement;

25.5.2 Withholding monthly progress payments;

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

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

26. NOTICES AND REPORTS.

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

COUNTY

CONSULTANT

Director of Public Works
Re: County Project No. <<Project_Number>>
155 South 11th Street
El Centro, CA 92243

<<Consultant_Business_Name>>
Re: Imperial County Project No. <<Project_Number>>
<<Consultant_Street_Address>>
<<Consultant_City_State>>

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

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

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

1 **27. AGREEMENT.**

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

5 **28. MODIFICATION.**

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

8 **29. CAPTIONS.**

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

11 **30. PARTIAL INVALIDITY.**

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

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

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

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

22 **31.3** All covenants herein contained on the part of CONSULTANT shall be joint and several if
23 more than one person, firm or entity executes the Agreement.

24 **32. WAIVER.**

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

1 **33. CHOICE OF LAW.**

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

5 **34. AUTHORITY.**

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

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

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

12 **34.1.3.** This Agreement is binding upon CONSULTANT accordance with its terms.

13 **34.2.** CONSULTANT shall deliver to COUNTY evidence acceptable to COUNTY
14 of the foregoing within thirty (30) days of execution of this Agreement.

15 **35. COUNTERPARTS.**

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

20 **36. REVIEW OF AGREEMENT TERMS.**

21 **36.1** Each Party has had the opportunity to receive independent legal advice from its attorneys
22 with respect to the advisability of making the representations, warranties, covenants and
23 agreements provided for herein, and with respect to the advisability of executing this
24 Agreement.

25 **36.2** Each Party represents and warrants to and covenants with the other Party that:

26 **36.2.1** This Agreement in its reduction to final written form is a result of extensive good
27 faith negotiations between the Parties and/or their respective legal counsel; and

28 **36.2.2** The Parties and/or their legal counsel have carefully reviewed and examined this

Agreement for execution by said Parties.

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

37. NON-APPROPRIATION.

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

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

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

38. APPENDIX E OF THE TITLE VI ASSURANCES.

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

38.1 Pertinent Nondiscrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);

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

- 1 (k) Executive Order 13166, Improving Access to Services for persons with
2 Limited English Proficiency, and resulting agency guidance, national origin
3 discrimination includes discrimination because of limited English
4 proficiency (LEP). To ensure compliance with Title VI, you must take
5 reasonable steps to ensure that LEP persons have meaningful access to your
6 programs (70 Fed. Reg. at 74087 to 74100);
- 7 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits
8 you from discriminating because of sex in education programs or activities
9 (20 U.S.C. 1681 et seq).

10 **39. INCORPORATION OF GENERAL TERMS AND EXHIBITS.**

11 The following provisions are hereby incorporated into this Agreement as though set forth in their
12 entirety herein. In the event of any conflict or inconsistency among these documents, the order of
13 precedence shall be:

- 14 (a) This Agreement for Services
15 (b) Exhibit V, California BHCIP Funding Addendum
16 (c) General Conditions;
17 (d) Any Change Order issued in compliance with this Agreement
18 (e) Exhibit II, General Notes
19 (f) Exhibit III, Construction Drawings
20 (g) Exhibit A, Request for Proposals
21 (h) Exhibit IV, Copies of Certificates of Insurance
22 (i) Exhibit D, DBE Requirements
23 (j) Exhibit B, Contractor's Proposal
24
25
26
27
28

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

3
4 **County of Imperial**

«CONSULTANT_BUSINESS_NAME»

5
6 By: _____
7 John Hawk, Chairman
8 Imperial County Board of Supervisors

By: _____
 <<Consultant_Name_for_Signature>>

9
10 **ATTEST:**

11
12 County of Imperial, State of California

13
14 **APPROVED AS TO FORM:**

15 Adam G. Crook,
16 County Counsel

17 By: _____
18 <<CC_Attorney>>,
19 <<CC_Attorney_Title>>