

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



REQUEST FOR PROPOSALS

**Design Engineering and Preliminary Environmental Consulting Services for
Gentry Road Bridge Replacement Project over Vail Canal
Bridge No. 58C0007
County Project No. 7229BRL**

Requested by:

John A. Gay, PE
Director of Public Works

Reviewed By:

Robert Urena III, PE
Principal Engineer

Deadline for Submissions: August 21, 2025, by 4:00 P.M

Imperial County Department of Public Works
155 S. 11th Street
El Centro, CA 92243

**RFP Issued on July 31, 2025
Questions due August 13, 2025**

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

Special Notice

Notification of Contractor Registration Requirements (where required)

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

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

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

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

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

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

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

SOURCES OF INFORMATION

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

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EXHIBIT(S):

A – Location Map

B – Sample Proposal Evaluation Form

C – Sample Consultant Agreement and Insurance Requirements*

**No changes shall be made to consultant agreement*

D – Preliminary Project Description for CEQA

I. PURPOSE AND BACKGROUND

Design Engineering and Preliminary Environmental Consulting Services are required by the Imperial County Public Works Department (County). The County proposes replacing the existing Gentry Road Bridge over Vail Canal. The project includes the demolition, removal and disposal of the existing bridge, abutments, piles, road surfacing and approaches with replacement with reinforced concrete double bay box culvert and the roadway to be reconstructed on the same alignment.

The purpose of the proposed project is to replace the existing 1936 wood bridge with a reinforced concrete double bay box culvert that would satisfy current design and seismic standards. The existing bridge is an approximately 25 foot long, two-span bridge with all pile bents in the canal. The proposed reinforced concrete double bay box culvert will ensure the canal flow is not impeded.

Gentry Road Bridge over Vail Canal is within the northern portion of the Imperial Valley, southwest of the city of Calipatria, CA and southeast of the Salton Sea. It currently carries predominantly agricultural and nearby geothermal industry traffic. However, its location is critical to the future Lithium Valley development in this area.

The Lithium Valley is a recent reference to a portion of the Imperial County unincorporated lands located at the southeast side of the Salton Sea in California. The State recently created the Lithium Valley Commission, directed to review, investigate, and analyze opportunities and benefits for lithium recovery and use in the State, as this and other minerals are being developed from geothermal brine in the Salton Sea Geothermal Resource Area.

As geothermal, mineral and lithium extraction, and related heavy industries are exploring and proposing large projects in the area, the transportation infrastructure in this Lithium Valley are noticeably either lacking, or at risk of inability to serve this increased development. These areas have been and still are also a significant part of the existing agricultural economy of the region and already at risk of transportation disconnects due to an aging transportation infrastructure network.

Gentry Road can address north-south traffic along a seven-mile route, starting at the south at Walker Road, between the cities of Westmorland and Calipatria, finishing north at Sinclair Road where many heavy geothermal industries currently operate and is where the future of Lithium Valley is expected to develop. The bridge is located approximately 8.5 miles north of the City of Westmorland and approximately 5 miles southwest of the city of Calipatria.

The primary objective of the proposed project is to provide a safe and reliable crossing for the public that meets all current design standards, will support current agricultural and local traffic, and heavy geothermal, lithium & other metal extraction industry development in this area.

Funding

The proposed project would be funded through Lithium Valley Development.

Preliminary Engineering Services

The County requests proposals from qualified and experienced engineering professionals with a strong background in road design and environmental services to provide design engineering and preliminary environmental services.

Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL

It is anticipated that services will include field review, field engineering (surveying & topography), geotechnical studies, preparation of plans, specifications, and environmental studies as applicable, and cost estimates for demolition, removal and disposal of the bridge and replacement with reinforced concrete double bay box culverts and the two-lane roadway to be reconstructed on the same alignment. It is likely that this project will be done in three phases including CEQA clearance, final roadway design & permitting, and bid and construction related support.

The bridge demolition would be conducted by the County under private contract, along with the roadway replacement work. The reinforced concrete double bay box culvert work would be designed/constructed by the Imperial Irrigation District (IID) who operates and maintains the Vail Canal. CEQA will be addressed to cover the entire project scope.

A detailed scope of work to address these issues is provided.

A qualified Consultant will be awarded with this work through an agreement to be recommended for approval by the Imperial County Public Works Department and approved by the Imperial County Board of Supervisors.

II. SCOPE OF WORK:

Phase 1 – Preliminary Engineering Roadway Replacement and CEQA Clearance

Gentry Road Bridge over the Vail Canal project site needs to be addressed with extensive evaluation for roadway replacement design over the proposed reinforced concrete double bay box culvert for Phase 1. Consideration for Gentry Road replacement would include two 12-foot wide lanes, two 8-foot-wide unpaved shoulders, the design speed for the road is 55-miles-per-hour (mph). It is expected that the general horizontal alignment of the roadway will remain the same along with the traffic roadway average daily trips (ADT). Roadway vertical alignment will need to be redesigned to accommodate the proposed new elevation of the reinforced concrete double bay box culvert.

This bridge replacement project will require CEQA clearance designation. The consultant shall provide all the services, surveys, studies and coordination required for the preparation and approval of a Mitigated Negative Declaration for the Project. The Consultant shall provide the costs up to and including a Mitigated Negative Declaration. In the event a higher-level environmental document is determined through the County of Imperial's Planning and Development Department, the County will reopen the contract and may provide necessary increases as determined by ICDPW. It is expected that the Consultant will also attend the public hearings/meetings for both the Environmental Evaluation Committee, the Planning Commission and County Board of Supervisors if necessary.

The current bridge is an older structure which may require coordination with the State Historic Preservation determination and recommendation as part of the CEQA process. Additionally, a cultural/biological assessment is also expected to be completed as part of the environmental review.

Phase 2 – Final Design and Permitting Phase

The scope of work during Phase 2 is to provide professional design engineering services to the County's Public Works Department in accordance with all provisions within this Request for Proposals (RFP).

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The scope of work, as given below, does not suggest that any items specifically not mentioned are precluded from the scope of work; nor does it suggest that all items will be required, some of which may depend on the final chosen alternative. Consultants are expected to be proactive in the prosecution of their duties.

1. Prepare detailed construction plans, specifications, estimates, and other bid documents required for bidding and project implementation. Provide copy of quantity calculations of bid items. Plans shall conform to County and California Department of Transportation (Caltrans) plan preparation criteria and format using current Caltrans Specifications. Bid items and project special provisions shall conform to County and Caltrans standard specifications or special provision and road design specifications.
2. Prepare and submit and obtain all necessary permits, including boring permits and third-party encroachment permits for all work to be completed. The consultant shall be responsible to obtain all permits from all the applicable agencies for the construction of the project, some of said agencies include the California Department of Fish and Wildlife, U. S. Army Corps of Engineers, Regional Water Quality Control Board (RWQCB) National Pollution Discharge Elimination System (NPDES), and Imperial Irrigation District. Any processing fees required by the permitting agencies will be the responsibility of the ICDPW and reimbursable to the consultant.
3. Aerial Photographic Survey for the project location limits is required for this project.
4. The consultant shall perform all research, field surveying, and analysis of existing right-of-way and/or easement in support of the Gentry Road Bridge Replacement Project over Vail Canal, Bridge No. 58C0007.
5. Complete right of way assessment to identify property boundaries and easements. Prepare summary of all encroachments of private facilities in County road rights of way, and prepare Permit to Enter and Construct and/or Right of Entry documents for property owners within County right-of-way. Coordination with IID survey division will be expected.
6. Consultant shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of work. In accordance with the professional land surveyors' act (Chapter 15 of the California business and professions code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice land surveying and a corner record (or record of survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice land surveying and a corner record (or record of survey) shall be filed prior to project completion.
7. Prepare legal descriptions for temporary construction right-of-way and/or easements which may be required. Furnish legal descriptions on 8.5" x 11" sheets stamped, signed, and dated by a Professional Registered Land Surveyor (or Professional Civil Engineer authorized to practice land surveying) and on USB flash drive in Microsoft Word.
8. Prepare legal descriptions for right-of-way and/or easements which may be required for the proposed improvements. Furnish legal descriptions on 8.5" x 11" sheets stamped, signed, and dated by a Professional Registered Land Surveyor (or Professional Civil Engineer authorized to practice land surveying) and on USB flash drive in Microsoft Word.

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9. Furnish a plat drawing for each land ownership showing existing and proposed right-of-way with bearings on 8.5" x 11" sheets and electronic file in portable document format (PDF) stamped, signed, and dated by a Professional Registered Land Surveyor (or Professional Civil Engineer authorized to practice land surveying) and on USB flash drive in Microsoft Word.
10. Submit three (3) complete sets (paper) of plans and bid documents to the County. Submit any technical specifications and project special provisions to the County. Submit one (1) complete set of electronic drawings in AutoCAD (Version 2015 or higher) and in Adobe PDF format.
11. As requested by the County, provide services resulting from significant changes in the general scope of the project, or its design, including, but not limited to changes in size, revisions of previously accepted studies, reports, and design documents in accordance with County procedures.

The scope of work for both phases shall be in accordance with the Local Assistance Program Guidelines (LAPG) and Local Assistance Procedures Manual (LAPM). All work and reports, studies and deliverables must meet Caltrans current road related standards, guidelines and policies. While the design procedures shall follow Caltrans design guidelines, the Caltrans District 11 office and Caltrans HQ will not be involved in the design or permitting process.

The project shall adhere to the current editions of Caltrans Design Standards and Specifications (for roadwork) and American Association of State Highway and Transportation Officials (AASHTO) (for roadwork). The bridge replacement plan is to be developed after review of existing records, documents from Caltrans and County of Imperial as well as necessary engineering studies by the consultant. Typical engineering studies to be provided by the Consultant for Phase 1 and Phase 2 will include, but are not limited to the following:

- Stormwater Pollution Prevention Plan (SWPPP) (as applicable)
- Right-of-way & existing utility research and assessment
- Field review reports
- Geotechnical report (soils report)
- All engineering calculations as necessary to design/construct roadway
- Environmental studies and permits to clear CEQA
- Hydraulic analysis for new roadway, including Hydrology/ Drainage study
- Topographic and boundary surveys

In addition, consultants are to coordinate with the following and other appropriate agencies as necessary:

- Imperial Irrigation District (IID)
- County of Imperial
- Regional Water Quality Control Board (RWQCB)
- California Department of Fish and Wildlife; and
- U. S. Army Corps of Engineers
- Other utility agencies including but not limited to: Telephone, Gas, Cable, Fiber Optic, etc.

Bid documents and deliverables shall include, but are not limited to the following:

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- Final Geotechnical Report
- Final Roadway Design Plans *
 - Cover sheet with vicinity map/key map and keynotes
 - Geotechnical Engineer's Statement
 - Horizontal control and vertical control sheets
 - Demolition sheets/existing utilities sheets
 - Relocation of Utilities, if required
 - Civil site roadway plan and profile sheets
 - Detail sheets
 - Erosion/sedimentation control sheets
 - Traffic control and detour sheets
 - Detailed construction schedule

* Final Roadway Design Plans shall be completed per Imperial Department of Public Works: Engineering Design Guidelines Manual Preparation and Checking of Street Improvement, Drainage and Grading Plans within Imperial County. Said document can be found on Public Work's website at <https://publicworks.imperialcounty.org/forms-and-guidelines/>

- Specifications
 - Front end general conditions and bid form (based upon County of Imperial bidding template)
 - Special provisions (technical specifications)
 - Construction bid documents
- Final Engineering Construction Cost Estimate

Phase 3 – Bidding and Construction Support Services

The Consultant shall also provide bidding support services, which includes a pre-bid meeting with all potential bidders prior to bidding and preparation of any addendums that are required during the bidding phase of the project.

The consultant shall also be available for the preconstruction meeting with the successful contractor and provide review and recommendations for any Requests for Information (RFI's) and submittals during construction that are submitted by the Contractor or County's Resident Engineer.

Project Milestones (order will be as required by phasing and may overlap):

Task 1 – Kick Off Meeting, Review Existing Documentation

- Participate in Field Review meeting with County and other applicable parties
- Participate in Kick-off meeting with County and review project goals, scope and deliverables
- Introduce key staff – review responsibilities of County and Consultant
- Review existing photos, plans, bridge reports, documents, and prior reports from County
- Review IID Water Department's design plan for the proposed box culvert

Task 2 – Initiate Studies, Prepare Environmental Document and CEQA Clearance

- Perform environmental, historical, right-of-way, and other studies necessary to perform thorough evaluation of the project site. Prepare and complete environmental documents.
- Obtain CEQA Clearance

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Task 3 – Draft Deliverables

- Submit Plans, Specifications and Estimates documents consistent of 30%, 65%, and 90% level of completion for County review.
- The 30% level completion shall include all topography, plan view and identification of the scope of the area of work and impact, including drainage study results and recommendations. Preliminary right of way research results and recommendations of private/public agency encroachments, and any conflicting utilities should be identified.
- Revise draft documents to include review responses into the Final Plans, Specifications and Estimates and deliver to the County.

Task 4 – Permits, Utility, and Right-of-Way Coordination

- Coordinate and obtain necessary permits from Utility Companies and Regulatory Agencies with jurisdiction at the project site.
- Complete all necessary right-of-way/easements research and documentation.
- Assist County in obtaining right-of-way/easements (as applicable)

Task 5 – Final Project Design

- Submit Final Roadway Design Plans, Specifications, and Estimates
- Submit a detailed construction schedule

Task 6 – Bid and Construction Assistance

- Assist County with Bid process
- Provide assistance during construction (i.e. provide review and recommendations for any Requests for Information (RFI's) and submittals during construction that are submitted by the Contractor or County's Resident Engineer)

Other:

Notice to proceed with Phase 1 shall be provided after an agreement has been authorized and finalized by the Imperial County Board of Supervisors.

Consultant shall attend and participate in the project kick-off meeting with the County and review project goals, scope, workflow methodology, responsibilities of both Consultant and County, and will introduce key staff. During the course of this project, all communications and coordination will be with the Engineer assigned to the project, who is the primary point of contact for the County.

Throughout the course of the project, Consultant will maintain orderly project files. All tracings, plans, studies, calculations, exhibits and maps prepared or obtained under the terms of the agreement with the County shall be delivered to and become property of the County. Basic survey notes and sketches, charts, computations and other data prepared or obtained under such agreement shall be made available upon request to the County without restriction or limitation on their use.

At the conclusion of the project, Consultant shall submit to the County all deliverables as mentioned above and clearly labeled with the Project title.

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

III. RESPONSIBILITIES OF COUNTY:

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

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

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

IV. PROPOSAL CONTENT AND INFORMATION:

At a minimum, the proposals should include:

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.
2. Statement of Qualifications: Describe the company's qualifications and experience related to multi-modal transportation planning, specifically roadway design, environmental clearance for CEQA, and construction engineering.
3. Understanding of the project: Provide understanding of the project scope and commitment to address all requirements.
4. Relevant 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.
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.

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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 to the project, including, but not limited to:
 - Overall approach and recommendation for the comprehensive plan.
 - Detailed scope of work that incorporates the guidance provided in this RFP.
 - Schedule; Timeline
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".
12. Cost Proposal/Worksheet Includes fee schedule on a time (by personnel) and materials basis; cost by task; and total cost to complete the project. The cost proposal shall be fully inclusive of all services, overhead, and direct expenses. If applicable, include a fee structure for additional work/services outside the scope of work. The cost proposal must include the statement that offer is valid for at least a ninety (90) day period.
 - All costs/fees proposed must accompany proposal within a separate sealed envelope clearly labeled with the name of the firm submitting and the title of the RFP.

V. RFP QUESTIONS, CONTACT PERSON, AND SCHEDULE:

Questions concerning this RFP will be responded to collectively, and made available for interested consultants via the ICDPW website <http://www.co.imperial.ca.us/publicwork/default.htm> under "Projects out to Bid" as an addendum. *All inquiries must be submitted in writing no later than close of business August 13, 2025* to the contact person below. **No oral questions will be taken or responded to except for administrative clarifications.**

Contact Person: Robert "Bobby" Ureña III, P.E. Principal Engineer
roberturena@co.imperial.ca.us

Table 1 – Procurement Timeline (subject to change)

EVENT	DATE
Issue Request for Proposal	July 31, 2025
Last Day for Request(s) for Clarification <i>must be submitted in writing</i>	August 13, 2025
Proposal Due	August 21, 2025
Consultant Selection	September, 2025
Agreement for Services	September, 2025

VI. PROPOSAL EVALUATION:

The County will utilize a one-step selection process. The County reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified. Sample evaluation criteria for proposals are attached for review as Exhibit B.

Proposals received shall be reviewed according to the criteria and weighting shown in Exhibit B. In addition to ICDPW Staff, the evaluation panel may include representatives from project stakeholders. A recommendation to award the 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/all proposals submitted and/or request additional information for clarification.

Consultants are to submit one (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB thumb drive of the proposal as requested in Section VIII Proposal Submittal. The proposal must be clearly titled, with all costs provided in a separate sealed envelope also titled:

Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL

VII. CONSULTING AGREEMENT:

A sample agreement is attached for review as Exhibit C.

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 sample consulting agreement attached 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.

Any contract resulting from this RFP will be financed with funds available to the County and/or other available funding.

VIII. PROPOSAL SUBMITTAL:

One (1) original, three (3) copies, and one (1) electronic copy in Portable Document Format (PDF) on a USB Thumb Drive or Compact Disc (CD) of the proposal must be received in person or by mail to Imperial County Department of Public Works no later than close of business **(4:00pm) on August 31, 2025.** The proposal must be clearly titled, with all costs provided in a separate sealed envelope also titled as:

Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL

Proposals are to be delivered in a sealed envelope (cost separately sealed) and addressed to:

Naomi C. Robles – MPA, Administrative Analyst III

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Imperial County Department of Public Works
155 S. 11th Street
El Centro, California 92243
Email proposals concurrently to naomi@co.imperial.ca.us

Note: Late proposals will not be considered.

IX. CLOSING ITEMS:

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

Clarifications desired by a respondent relating to definition or interpretation shall be requested in writing with sufficient time to allow for a response and prior to the RFP due date. Oral explanation or instructions shall not be binding on behalf of the County. See Section V. RFP Questions, Contact Person and Schedule above.

Any modifications to this solicitation will be issued by the County as a written addendum and posted to the Imperial County Department of Public Works website: <https://publicworks.imperialcounty.org/> under “Projects out to Bid”.

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

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

EXHIBIT A

VICINITY & LOCATION MAPS

Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL



**Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge
Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL**

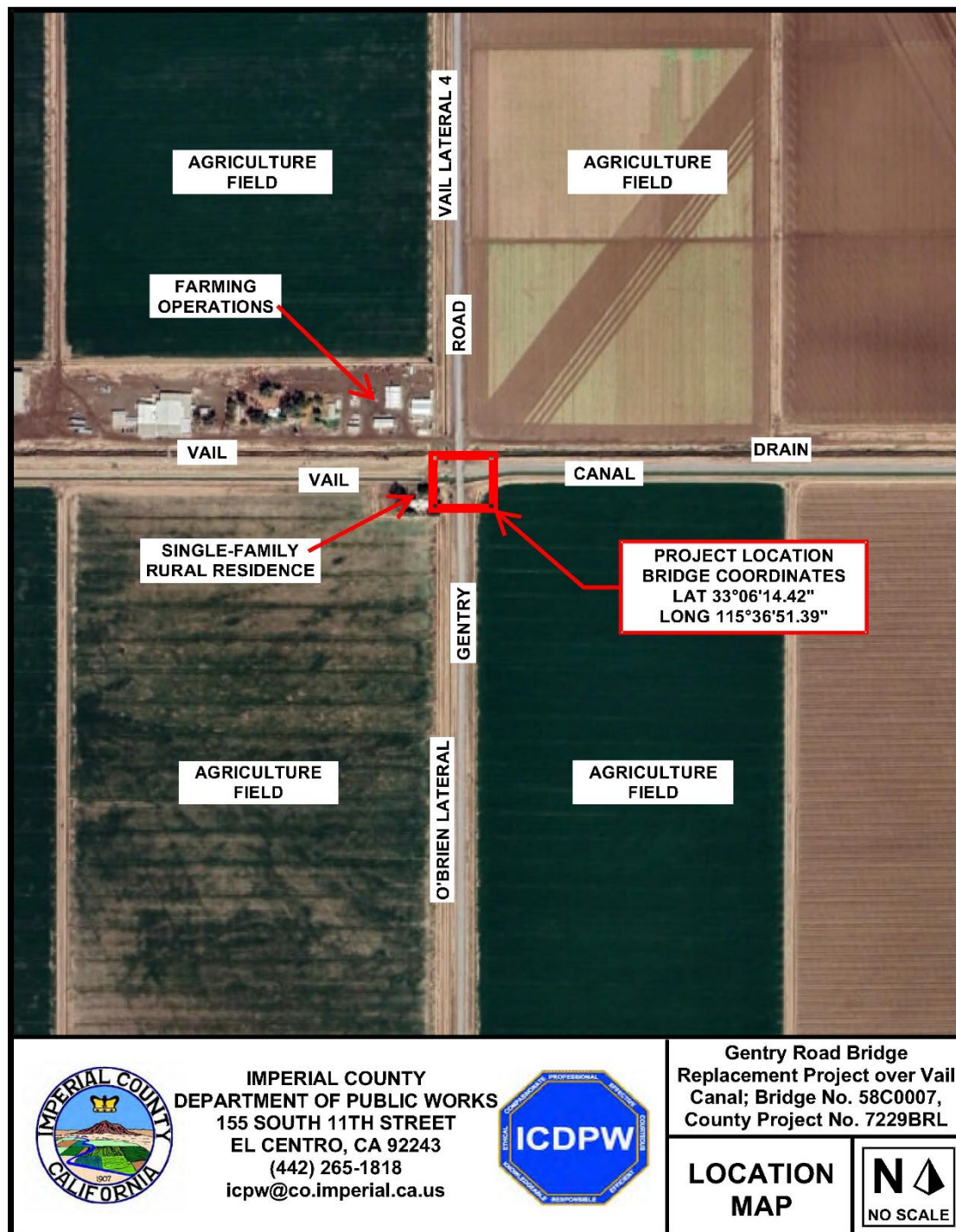


EXHIBIT B

SAMPLE PROPOSAL EVALUATION FORM

(for information only)

**Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge
Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL**



PROPOSAL EVALUATION FORM

Request for Proposal (RFP) Preliminary Design Engineering and Preliminary Environmental Consulting Services for Replacement of the Gentry Road Bridge over Vail Canal; Bridge No. 58C0007; County Project No. 7229BRL

DATE: _____

RATING POINTS:

EVALUATOR: _____

RESPONDENT: _____

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

CRITERIA	WEIGHT FACTOR	X	RATING	=
<u>WEIGHTED RATING</u>				
A. Technical Approach	0.35			
• Responsiveness & understanding of work to be done, (i.e. scope of work)	(0.20)	_____		_____
• Specific experience with similar Bridge design services working with multiple permitting agencies	(0.15)	_____		_____
B. Project Management	0.30			
• Capacity to perform the scope of work and the ability to conclude in a timely manner	(0.20)	_____		_____
• Quality of staff based on recent bridge design experience	(0.10)	_____		_____
C. References	(0.05)	_____		_____
D. Familiarity and/or specific experience with local, state and federal CIP projects	(0.25)	_____		_____
E. Overall quality of proposal, including qualifications and thoroughness.	(0.05)	_____		_____
			Subtotal Score	_____
F. Previous Experience and Performance working with County of Imperial Department of Public Works				_____
(0 to -5)			Total Score	_____

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

Comments:

EXHIBIT C

**SAMPLE CONSULTANT AGREEMENT
AND
INSURANCE REQUIREMENTS**

(For information only)

AGREEMENT FOR SERVICES

SAMPLE

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into effective the _____ day of _____, 2025, by and between the County of Imperial, a political subdivision of the State of California, by and through its Department of Public Works ("COUNTY") and [CONSULTANT], an active California corporation ("CONSULTANT") (individually, "Party;" collectively, "Parties") shall be as follows:

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide professional consultant design engineering services ("Project"); and

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

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

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

1. INCORPORATION OF RECITALS.

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

2. DEFINITIONS.

2.1. "Request for Proposal" or "RFP" shall mean that document that describes the Project and project requirements to prospective bidders entitled [RFP] dated [RFP Date]. The Request for Proposal is attached hereto as **Exhibit "A"** and incorporated herein this by reference.

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

3. CONTRACT COORDINATION.

- 3.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY for all purposes under this Agreement. The Director of Public Works or his/her designee is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the progress and execution of this Agreement.
- 3.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of COUNTY's Contract Manager.

4. DESCRIPTION OF WORK.

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

5. WORK TO BE PERFORMED BY CONSULTANT.

- 5.1.** CONSULTANT shall comply with all terms, conditions and requirements of the Proposal and this Agreement.
- 5.2.** CONSULTANT shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by CONSULTANT hereunder; including but not limited to any additional work or change orders agreed upon pursuant to written authorization as described in Paragraph 6.3, and as contemplated under Sections 13, 14, and 28. Proposed additional work or change order requests, when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-2," etc.).
- 5.3.** CONSULTANT shall:
- 5.3.1.** Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this

agreement;

- 5.3.2.** Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement;
- 5.3.3.** At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
- 5.3.4.** Immediately report to COUNTY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

6. REPRESENTATIONS BY CONSULTANT

- 6.1.** CONSULTANT understands and agrees that COUNTY has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to be an expert in these fields and understands that COUNTY is relying upon such representation.
- 6.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.3.** CONSULTANT shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONSULTANT has received written authorization from COUNTY's Contract manager to do so.
- 6.4.** CONSULTANT represents and warrants that the people executing this Agreement on behalf of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.
- 6.5.** CONSULTANT represents and warrants that any employee, contractor and/or agent who will be performing any of the duties and obligations of CONSULTANT herein

possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

- 6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are true and correct.
- 6.7.** 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.
- 6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due diligence review of its files and advise COUNTY of any conflict or potential conflict CONSULTANT may have with respect to the work requested.
- 6.9.** 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.
- 6.10.** 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.
- 6.11.** 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.

Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL

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 [amount], 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 "A."** 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.

CONSULTANT shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY a 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. 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 maintain books, records, documents, reports and other materials developed under this Agreement as follows:
- 12.2.** CONSULTANT shall maintain all ledgers, books of accounts, invoices, vouchers, canceled checks, and other 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 maintain all reports, documents, and records, which demonstrate performance 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 maintained 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.

13. SUSPENSION OF AGREEMENT.

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

14. TERMINATION.

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

15. INSPECTION.

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

16. OWNERSHIP OF MATERIALS.

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

17. INTEREST OF CONSULTANT.

- 17.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
- 17.2.** CONSULTANT covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.
- 17.3.** CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of COUNTY.

18. INDEMNIFICATION.

- 18.1.** CONSULTANT agrees to the fullest extent permitted by law, in accordance with the limits required by California Civil Code § 2782.8, to indemnify, defend, protect and hold COUNTY and its representatives, officers, directors, designees, employees, successors and assigns harmless from any and all claims, expenses, liabilities, losses, causes of actions, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever that arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness, or willful misconduct under this Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY, but does not include Claims that are the result of the negligence, recklessness, or willful misconduct of COUNTY.
- 18.2.** In accordance with the limits required by California Civil Code § 2782.8, if applicable, CONSULTANT agrees to defend with counsel acceptable to COUNTY, indemnify and hold COUNTY harmless from all Claims, including but not limited to:
- 18.2.1.** Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of,

pertaining to, or relating to CONSULTANT's negligent or reckless performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

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

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

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

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

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

18.2.5. Any violation or infraction by CONSULTANT of any law, order, citation,

rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

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

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" attached hereto as (**Exhibit "B"**) and 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 “B”** and incorporated herein.

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

County of Imperial
Risk Management Department
Re: County Project No. 7239EBR
940 Main Street, Suite 101
El Centro, CA 92243

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Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL**

County of Imperial
Department of Public Works
Re: County Project No. 7239EBR
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.

21.3. CONSULTANT hereby acknowledges and stipulates to the following:

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

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

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

21.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the

maximum hours per day and per week provisions contained in the same chapter.

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

22. WORKERS' COMPENSATION CERTIFICATION.

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

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

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

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

23. ASSIGNMENT.

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

24. NON-DISCRIMINATION.

- 24.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as COUNTY deems appropriate.
- 24.3.** CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
- 24.4.** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 24.5.** The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 24.6.** CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective

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bargaining or other agreement.

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

25. NOTICES AND REPORTS.

- 25.1. 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

Director of Public Works
Re: County Project No. [Project Number]
155 South 11th Street
El Centro, CA 92243

CONSULTANT

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

- 25.2. 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.

- 25.3. 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.

26. ENTIRE AGREEMENT.

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

27. MODIFICATION.

No modification, waiver, amendment, discharge, or change of this Agreement shall be

valid unless the same is in writing and signed by both Parties.

28. CAPTIONS.

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

29. PARTIAL INVALIDITY.

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

30. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

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

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

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31. WAIVER.

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

32. CHOICE OF LAW.

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

33. AUTHORITY.

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

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

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

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

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

34. COUNTERPARTS.

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

35. REVIEW OF AGREEMENT TERMS.

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

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

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

35.2.2. The Parties and/or their legal counsel have carefully reviewed and examined this Agreement for execution by said Parties.

35.3. 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.

36. NON-APPROPRIATION.

36.1. 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”).

36.2. 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.

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

37. APPENDIX E OF THE TITLE VI ASSURANCES.

During the performance of this contract, the CONSULANT, 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);

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

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

**Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge
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Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

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

[Signatures on Following Page]

**Design Engineering and Preliminary Environmental Consulting Services for Gentry Road Bridge
Replacement Project over Vail Canal in Imperial County; Bridge No. 58C0007; County Project No. 7229BRL**

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

COUNTY OF IMPERIAL

CONSULTANT

By: _____
John Hawk, Chairman
Imperial County Board of Supervisors

By: _____
[Signatory]

ATTEST:

By: _____
Cynthia Medina, Clerk of the Board
County of Imperial, State of California

APPROVED AS TO FORM:

Eric Havens,
County Counsel

By: _____
Mistelle Abdelmagied,
Assistant County Counsel

INSURANCE REQUIREMENTS

Insurance requirements are set forth by the Imperial County Department of Risk Management.

PROFESSIONAL SERVICE INSURANCE

*Minimum amounts may vary per project and are subject to additional review after Consultant is selected.

The insurance requirements for this project are as follows:

<u>INSURANCE</u>	<u>MINIMUM AMOUNT*</u>
Errors & Omissions/Professional Liability	\$2 million per occurrence
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million per occurrence
Commercial General Liability (Including Contractual Liability)	
Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence

ADDITIONAL ENDORSEMENT REQUIRED

1. Waiver of Subrogation Endorsement for Workers' Compensation.
2. Additional Insured Endorsement for General Liability
3. Primary & non-contributory coverage.

Insurance Certificates shall name both: (1) Imperial County Department of Public Works
(2) County of Imperial

EXHIBIT D

PRELIMINARY PROJECT DESCRIPTION FOR CEQA

Gentry Road Bridge over Vail Canal

Bridge 58C0007

Preliminary Project Description for CEQA

Project Purpose and Objectives

The Imperial County Public Works Department (County) proposes replacing the existing Gentry Road Bridge over Vail Canal with a reinforced concrete double bay box culvert. The project includes the demolition, removal and disposal of the existing bridge with replacement with a reinforced concrete double bay box culvert and the roadway to be reconstructed on the same alignment. This bridge is also one of main corridors to the north end geothermal plants, and as of most recent, it is highly considered as one of the main corridors into the projected Lithium Valley Development.

The bridge demolition would be conducted by the County under private contract, along with the road replacement work. The reinforced concrete double bay box culvert work would be constructed by the Imperial Irrigation District (IID) who operates and maintains the Vail Canal. CEQA will be addressed to cover the entire project scope.

The purpose of the proposed project is the replacement the existing 1936's structurally deficient wood bridge with a reinforced concrete double bay box culvert that would satisfy current design and seismic standards and ensure canal flow is not impeded. The Vail Canal is a critical agricultural canal operated and maintained by the IID. This canal serves the agricultural community, but it also serves rural residence, located approximately eight and half miles north of the City of Westmorland and approximately five miles southwest of the City of Calipatria.

Gentry Road is a north-south major collector road that currently carries predominantly agricultural and nearby geothermal industry traffic, and the Cities of Westmorland and Calipatria area to provide connectivity to Imperial County north end. However, its location is critical to the future of what is termed, Lithium Valley development in this area.

The Lithium Valley is a recent reference to a portion of the Imperial County unincorporated lands located at the southeast side of the Salton Sea in California. The State recently created the Lithium Valley Commission, directed to review, investigate, and analyze opportunities and benefits for lithium recovery and use in the State, as this and other minerals are being developed from geothermal brine in the Salton Sea Geothermal Resource Area.

As geothermal, mineral and lithium extraction, and related heavy industries are exploring and proposing large projects in the area, the transportation infrastructure in this Lithium Valley are

noticeably either lacking, or at risk of inability to serve this increased development. These areas have been and still are also a significant part of the existing agricultural economy of the region and are already at risk of transportation disconnects due to an aging transportation infrastructure network.

The primary objective of the proposed project is to provide a safe, reliable crossing for the traveling public that meets all current engineering design standards.

Project Funding and CEQA Jurisdiction

The proposed project would be funded through Lithium Valley Development.

The County is the lead agency under the California Environmental Quality Act (CEQA), with the authority to authorize construction of the project. The County would obtain an encroachment permit from IID for work within the IID right-of-way. The reinforced concrete double bay box culverts design and construction would be performed by the IID. The bridge removal and disposal work, along with the road reconstruction work, would be performed by the County through a public bid process. The appropriate level of review under CEQA is expected to be through an Initial Study/Mitigated Negative Declaration to be prepared pursuant to CEQA.

Project Location

The project site is in Imperial County in portions of Sections 22 and 27 of Township 12 S Range 13 E.

The existing bridge is located along Gentry Road over the Vail Canal, located approximately eight and half miles north of the City of Westmorland and approximately five miles southwest of the City of Calipatria.

Box Culverts & Road Replacement

The proposed reinforced concrete double bay box culverts design by IID consists of two 10-foot spans by 6-foot high by 86-foot-long culverts to convey Vail Canal flows. The existing two-lane roadway would occupy the same alignment as the existing roadway along the existing bridge. The proposed Gentry Road would include two 12-foot-wide lanes, two 8-foot-wide unpaved shoulders, and a 55-mile-per-hour (mph) design speed.

The reinforced concrete double bay box culverts would also include the removal of O'Brien Lateral 42" dia. by 24-foot RCP Pipe and replaced at a new alignment of 42" dia. by 42-foot RGRCP Pipe along with a new precast concrete head connecting to Vail Canal.

Canal Access Roads

Existing Vail Canal banks/access roads that intersect with Gentry Road within the project area would not be impacted with the reinforced concrete double bay box culverts. IID access to the canal bank roads would be maintained throughout construction.

Site Preparation

The Vail Canal is concrete lined on both sides of the existing bridge and unlined under the bridge. Any site vegetation under the existing bridge would be removed during site preparation to clear the canal for the placement reinforced concrete double bay box culverts. This may be performed after bridge demolition/removal. IID operates and maintains this canal as part of their ongoing O&M needs.

Staging Area Preparation

Staging areas would be used to store project materials and equipment throughout construction. Staging areas include existing Gentry Road right-of-way and IID canal bank right-of-way areas. Temporary traffic control devices, barricades, and signage will be installed per current edition of California Manual on Uniform Traffic Control Devices to ensure no traveling public traffic will be able to enter the project construction area.

Bridge Demolition/Removal

The existing bridge and associated piles would be demolished and removed prior to vegetation removal from under the bridge unlined canal and construction of the reinforced concrete double bay box culverts replacing the Gentry Road Bridge. Demolition activities would be designed to minimize impacts on the canal. Removal of the existing bridge wood pile supports will consist of removing the wood piles by extraction. If they are unable to be extracted, breaking them off below the bottom of the reinforced concrete double bay box culverts would be done. The piles are wood, and the lateral load imposed by a large excavator will fracture the piles below the bottom of the reinforced concrete double bay box culverts. Once the piles are removed or broken off, the excavator, with a chain, will lift the pile out of the canal and they will be transported to an appropriate disposal facility. The abutment piles, most of which are exposed, will be removed in a similar manner.

The Contractor shall exercise every reasonable precaution to protect the canal bodies of water from pollution during demolition/removal of the bridge. Pollution control work shall consist of implementing practices in accordance with local, state, or federal regulations that may be required to provide for control of pollutants.

All equipment required for removal of the existing bridge abutments/piles would be staged on and operated from the banks of the Vail Canal and/or Gentry Road.

Installation of Box Culverts & Road Replacement

After bridge & pile demolition is completed, vegetation removal, roadway and box culvert excavation, and installation of the proposed reinforced concrete double bay box culvert would occur to ensure canal flow.

Once reinforced concrete double bay box culverts are in place and backfilled and compacted to the road subgrade elevation. The Gentry Road structural section will be placed, including aggregate base, asphalt concrete and striping to tie into each side of the crossing to match existing paved surfaces. Finally, the road crossing will be opened to traffic.

Water Consumption

The proposed project would require water for dust control during ground disturbing and earth compaction activities. Water would likely be obtained from a nearby IID canal, through the IID encroachment permit process.

Temporary Traffic Control & Detour

Traffic along Gentry Road will be closed at the bridge and detoured once construction is initiated. The road closure and detour will be maintained and remain in place until the project road crossing reconstruction has been completed. Temporary traffic control devices for road closure will be removed upon completion of construction.

Construction Equipment and Schedule

The type of equipment required for the proposed project would include the following, at a minimum:

- Excavators
- Hot-mix asphalt spreader and roller
- Concrete trucks and pump
- Dozers
- Dump & Haul trucks
- Motor Grader
- Cranes
- Misc power/hand tools
- Sweepers
- Water truck
- Personal trucks and vehicles
- Flatbed trucks
- Front End Loader

Construction activities would begin during 2026/2027 and last approximately 3 months. Bridge demolition and removal could occur in late Winter 2026. Construction within the Vail Canal would be scheduled to occur during scheduled canal outage (mid-December to early January), to the extent practicable. Roadway reconstruction to occur right after the completion of IID work. Construction activities are generally not expected to occur at night. Any lighting used at night would be shielded and directed downward in the work areas.

Right-of-Way

Additional right-of-way will be required as the final road elevation is expected to increase due to the proposed box culvert, which would extend the project footprint outside existing County right-of-way and/or IID canal rights-of-way. All staging during construction would also occur within existing County Road and/or IID canal right-of-way.

Permitting

The proposed project may require permits and approvals prior to construction. It is anticipated that focused environmental studies will be performed in coordination with these permits.

Permits and approvals currently anticipated may include the following:

Permit or Approval	Agency	Function
1602 Streambed Alteration Agreement	California Department of Fish and Wildlife (CDFW)	For work in the Vail Canal to remove existing wood piles.
Waste Discharge Requirements	Colorado River Regional Water Quality Control Board	For work in the Vail Canal to replace the Gentry Road Bridge.
Army Corps of Engineers Permit pursuant to Section 404 of the Clean Water Act	Army Corps of Engineers	For work in the Vail Canal to replace the Gentry Road Bridge.
National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit)	State Water Resources Control Board (SWRCB)	Reduce erosion of soils and siltation of the Vail Canal during construction activities.
Dust Control Permit	Imperial County Air Pollution Control District (ICAPCD)	Reduce dust from construction activities.
Construction Encroachment Permit	IID	Construction water for dust control & other activities.

END