



Request for Proposals (RFP)

Design Engineering Services for Seeley Townsite Improvements for Various Roads (North and South); County Project Numbers 7265 and 7298SEE

Requested by:

John A. Gay, PE
Director of Public Works

Prepared By:

Alfonso Varela, Administrative Analyst II

Deadline for Submissions: November 10, 2025, 4:00 P.M

Imperial County
Department of Public Works
155 S. 11th Street
El Centro, CA 92243
RFP Issued on October 23, 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.

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EXHIBITS

A – Location Map

B – *Seeley Area Drainage Master Plan (Rick Engineering, June 2010)*

C – Sample Proposal Evaluation Form

D – Sample Consultant Agreement and Insurance Requirements*

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

SPECIAL NOTICE No. 1

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.

Application and renewal are completed online with a non-refundable fee of \$300. 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	https://www.dir.ca.gov/public-works/PublicWorksSB854.html
Senate Bill 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	http://www.dir.ca.gov/OPRL/Pwd/

**Request for Proposal (RFP) for Design Engineering Services for Seeley Townsite
Improvements for Various Roads (North and South); County Project Numbers 7265 and
7298SEE**

October 23, 2025

I. PURPOSE AND BACKGROUND

Fugitive windblown dust and unpaved road dust are top contributors to particulate matter (PM) emissions throughout Imperial County. Under the Paving Project strategy, the Air Pollution and Control District (APCD) proposed to provide funding for paving and sidewalk improvement projects Corridor the Community Air Protection Program (CAPP). Potentially eligible projects would include well-traveled unpaved roads, parking lots, and other unpaved areas located near sensitive receptors including, but not limited to, homes, schools, and senior centers.

Although the Seeley Townsite lies just west of the designated El Centro-Heber-Calexico corridor, APCD identified it as an adjacent disadvantage community experiencing similar air quality impacts. The Department of Public Works (DPW), in coordination with APCD and the Community Steering Committee, prepared two companion projects, Seeley Townsite Improvements for Various Roads (North and South), to reduce fugitive dust emissions, improve pedestrian safety, and enhance accessibility through the construction of paved shoulders, sidewalks, curb and gutter, driveways, and ADA-compliant ramps. Combined, the North and South projects will provide approximately 2.77 miles of new sidewalks and 151,465 square feet of paved shoulders across several residential streets in the Seeley Community. These improvements will replace deteriorated dirt shoulders that currently generate dust, impede accessibility, and present safety hazards for pedestrians and cyclists.

Funding for construction activities will be provided through the AB 617 Community Air Protection Program, totaling \$5,421,300 (\$2,920,050 for North and \$2,501,250 for South), with Local Transportation Authority (Measure D) funds supporting preliminary engineering and right of way coordination. Right of way coordination will be a key component for successful completion of this project. It is expected the selected qualified consultant will research all road rights of way records, identify right-of-way boundaries, identify potential utility and/or encroachment conflicts with proposed project improvements, and complete corresponding agreements (i.e. Permit to Enter, Right of Entry, etc.) with property owners who may be within County right of way. Consultant will coordinate utility relocation (i.e. contact, meetings, permits, etc.) to be required with the Seeley County Water District, Imperial Irrigation District, AT&T (if applicable), and the Gas Company (if applicable) after identifying any conflicts with project improvements, and discussing with County.

The purpose of the Request for Proposals (RFP) is to obtain professional design services ensuring that the project is designed and completed in full compliance with all applicable local, state, and federal regulations, including those tied to AB 617 funding. An important objective is to maintain a high standard of engineering quality, through documentation, and cost-effective delivery.

Qualified entities are invited to submit written proposals for project consideration in accordance with this request. These services will be conducted under a contract with the County of Imperial, hereinafter referred to as "County" and the consultant entity, hereinafter referred to as "Consultant". The contracts will be regulated according to the provisions of all federal, state and local laws and ordinances that

are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

II. PROJECT POSTING AND SCHEDULING

This RFP is being distributed electronically through the County of Imperial PlanetBids Procurement Portal at the following address: <https://vendors.planetbids.com/portal/64020/portal-home>. Consultants wishing to submit a proposal in response to this RFP must be registered on PlanetBids in order to access documents, submit questions, and upload proposals and cost estimates. Instructions for registration are available on the portal.

All solicitation documents, addenda, and official notifications will be posted on this portal. Consultants must be registered with PlanetBids to download documents and receive notifications of updates. The portal will serve as the official medium of communication for this solicitation. Prospective firms are responsible for monitoring the portal for any addenda or amendments prior to submission.

Proposed Schedule of Events

Issue Request for Proposal	October 23, 2025
Deadline for Questions	October 30, 2025
Proposals due	November 10, 2025
Consultant Selection	December 2025
County Awards Contract	January 2026
Notice to Proceed	January 2026

III. SCOPE OF WORK

The successful firm will provide comprehensive design engineering services, surveying, right of way research and coordination with property owners, Imperial Irrigation District, Seeley County Water District, and other affected utility companies for the permitting, development of plans, specifications, and cost estimates for this project. The successful firm will comply with current Caltrans Standard Specifications and Plans to be incorporated into County boilerplate special provisions and latest Manual on Uniform Traffic Control Devices (MUTCD). In addition, the successful firm shall also ensure compliance with the Standard Specifications for Public Works Construction, (Greenbook) 2021 Edition for asphalt concrete and oil products being specified. Work requiring coordination and permitting with Imperial Irrigation District and/or Seeley County Water District shall be completed using required standards by respective agencies and included in the County's boilerplate special provisions. These services will be needed during the course of the work from date of award of the project through completion. Consultant shall provide a dedicated full-time person or persons as needed to provide Engineering Services for this specific project which is funded with local and state funds. The Engineer in charge of the project shall be a California licensed Civil Engineer.

The County intends to track each project's expenditures separately due to grant contract requirements. Although the construction contract will be awarded to a single contractor, all plans, deliverables, and expenditures shall be tracked and reported independently for each project (Seeley North and Seeley South). The selected Consultant will be required to prepare a distinct and complete set of plans and associated contract documents for each project to ensure compliance with funding and reporting requirements.

Successful firm will be required, if necessary, to coordinate utility relocation through applications/agreements/permits with the Imperial Irrigation District, the Seeley County Water District, and any other utility companies. The successful firm will coordinate required Environmental Clearance and any corresponding reports required.

TASK 1- Existing Documentation, Kick Off Meeting

- Review existing photos, plans, right of way/utility relocation needs for the Project, documents, and prior reports from County.
- Review available drainage studies and documentation for the Seeley community, including the Seeley Drainage Feasibility Study (Draft) and Seeley Area Drainage Master Plan, prepared by Rick Engineering in June 2010 (see Exhibits B) for design reference and consideration of how proposed project improvements can be incorporated.
- Compile all existing utility record information, including pothole existing utilities, and as-builts from wet and dry utility companies/agencies (i.e. Seeley County Water District, Imperial Irrigation District, Gas Company, AT&T, etc.). Meet with and coordinate as required with utility companies/agencies to determine requirements.
- Participate in Field Review meeting with County, if required.
- Coordinate project Kick off Meeting with County and review project goals, scope, and deliverables.
- Introduce key staff. Review responsibilities of both County and Consultant.
- Compile as built plans for previous sidewalk installation projects in Seeley.

TASK 2- Initiate Project Design

- Ongoing scheduling and project schedule monitoring.
- Prepare plans and specifications for the project in compliance with the Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage and Grading Plans within Imperial County. Information regarding these guidelines can be found on the Department's website at: <https://publicworks.imperialcounty.org/forms-and-guidelines/>
- Analysis of existing plans and other reports and correspondence available.
- Conduct an Aerial Deposited Lead (ADL) investigation in accordance with Caltrans requirements for projects involving soil disturbance within existing roadways rights of way. Sampling, testing, and reporting shall be incorporated into the project environmental documentation and plans as appropriate.
- Prepare documents and supporting calculations including but not limited to Plans, Specifications, Estimates; addressing environmental permits; drainage, sedimentation, demolition, and erosion plans; Storm Water Pollution Prevention Plan (SWPPP); traffic control/detour plans; contract special provisions; detailed construction schedule; detailed quantity and cost estimate; horizontal and vertical control for construction staking.

- Drainage study and report shall document existing storm drainage flows, and surface drainage discharge points and include the post-construction of curb, gutter and sidewalks. The consultant may reference the Seeley Drainage Feasibility Study (Draft) and Seeley Area Drainage Master Plan (referenced in Exhibit B) to inform drainage design recommendations. The report shall recommend any required additional feasible improvements to address drainage concerns. There is limited drainage infrastructure in the Townsite of Seeley. Recommendations may improve, but may not be able to solve these storm drainage issues. Coordination with Seeley County Water District is highly recommended.
- Complete right of way assessment to identify property boundaries. 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.
- Plan drawings shall include at a minimum: demolitions plan sheets, plan and profile sheets (1"-40' max) for sidewalk, curb and gutter and street widening, erosion and sedimentation control, horizontal and vertical control – survey control shall be per requirements of County Surveyor, traffic control plan and details, general detail sheets, utility relocation sheets. (Detail sheets shall also include driveway details showing elevations for each driveway impacted by curb and gutter installation.)
- Coordinate with utility companies and/or agencies including but not limited to the Imperial Irrigation District, Seeley County Water District, and any regulatory agencies with jurisdiction over the project.
- Prepare supporting reports, calculations, and documents.
- Provide quantity and cost estimates.
- Address any corrections required by Imperial County Planning Department, Imperial Irrigation District, Seeley County Water District and Imperial County.
- Analysis of existing plans and other reports and correspondence available.
- Bid and Construction Assistance.
- Communicate with and seek input from key Imperial Irrigation District, Seeley County Water District, and Imperial County personnel.
- Coordinate meetings, prepare meeting correspondence and meeting minutes and follow up with designated personnel on Action Items pending.

TASK 3- Permits, Utility and Right of Way Coordination

- Provide County with recommendations of any conflicting utilities and where possible, determine prior right status with available records.
- Perform potholing of existing underground utilities, including but not limited to gas lines and other utilities with potential conflict risk, to confirm horizontal and vertical alignments. Finding from potholing shall be documented and incorporated into the design plans to minimize conflicts during construction.
- Complete and submit corresponding utility applications/permits in coordination with Imperial County. Applications and permits may require submission of construction plans and activities.
- Obtain appropriate permits from all agencies with jurisdiction over the project including but not limited to Imperial Irrigation District and Seeley County Water District for any utility removal and/or relocation.

TASK 4- Draft Deliverables

- Submit draft documents for County review. Submittal should include all items requested for Task 2. Five (3) hard copies with one (one) thumb drive with completed draft documents
- Attend meeting(s) with County of Imperial for presentations.
- Revise draft documents to include review responses into Final Draft and deliver to County.
- Draft deliverables shall consist of a 300% level of completion -75% and 95% level of completion for 3 iterations of expected review comments.
- The 300% 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 encroachments, and any conflicting utilities should be identified.
- Consultant shall anticipate County review comments on all draft submittals within 30 days.

TASK 5- Final Documents Deliverables -100%

- Upon project approval from Imperial Irrigation District, Seeley County Water District, the County shall notify Consultant to prepare final document deliverables. The originals and copies shall be provided as identified in the RFP. This includes coordination with agencies as necessary.

Throughout the course of the project, Consultant will maintain orderly project files. All tracings, plans, specifications and maps prepared or obtained under the terms of the agreement with County shall be delivered to and become property of the County; and 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 a project completion file which contains the required information, test results, forms, certifications, communications, and other information pertaining to the project. The report will be clearly labeled with the title:

**County of Imperial
Department of Public Works
Request for Proposals for
Design Engineering Services for Seeley Townsite Improvements for Various Roads; County
Project Numbers 7265 and 7298SEE**

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

IV. RESPONSIBILITIES OF THE COUNTY

1. This RFP is being conducted in accordance with the “One Step RFP” as per Chapter 10, “Consultant Selection”, of the Caltrans Local Assistance Procedures Manual.
2. The County will direct the development of the project, provide management oversight, and conduct administrative arrangements only.

3. The County will pay an agreed upon amount normally within 30 days after receipt of an invoice. County will retain 5% of each invoice until completion of project. Completion of project is when a Notice of Completion is recorded by the County Clerk/Recorder for the construction acceptance by the County.
4. The County will not provide dedicated workspace facilities, but upon request will provide a conference room for meetings with the Department and the Contractor.
5. The County reserves the right to perform any portion of the scope of work by County personnel or other consultants should the County determine it would be in the best interest of the County to do so.

V. PROPOSAL CONTENT AND INFORMATION

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

General Requirements

1. Provide a cover letter.
2. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the project. Provide a statement that the offer is valid for at least a ninety (90) day period.
3. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFP. Include titles, addresses, e-mail, and phone numbers.
4. The Consultant is representing itself as a qualified professional in Civil Engineering. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content of projects. The County will consider comments and recommendations; however, is not required to select any of the recommendations or comments.
5. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
6. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.

Table of Contents

Include a table of contents with identification of each section and page number.

Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
4. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experiences and qualifications for similar and related projects, both federally funded and locally funded. Describe the services previously performed such as studies, reports, etc. List at least three (3) references with telephone numbers and email contact addresses (if available).

Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
2. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.
3. Indicate what participation, data and products will be requested from the County.
4. Indicate deliverables to be provided and when.

Cost and Fees

One firm will be selected for this project. Cost proposal must be submitted at the time of proposal submittal. Consultant shall upload a separate file clearly labeled "[Consultant Name] Cost Proposal for [County Project No.]". Please note that the selected firm will need to submit invoices that are itemized and broken down by project numbers, consistent with the County's requirement to track each project's expenditures separately due to grant contract requirements (Seeley North and Seeley South). The cost proposals shall take into account the following:

1. Develop costs and fees for the services requested. Submit a not to exceed fee proposal based on anticipated fully burdened hourly rates.
2. When preparing cost and fees consider the scope of work involving project kick off and review of available documentation, material submittals, project documentation 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 and construction services (Request for information/clarification). No subcontractors shall be utilized without prior authorization by the County and modification to submitted subcontractor's list.
4. Firm may submit their own format of the cost proposal.

Insurance Requirements

Prior to execution of the agreement with the County, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. 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 requirements may be adjusted once the final cost and fees proposal is reviewed.

VI. EVALUATION OF PROPOSALS

Sample evaluation criteria for proposals are attached for your information as Exhibit B.

The County will utilize a one-step selection process as noted in Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 – Consultant Selection Process.

Proposals will be reviewed by an evaluation committee. The evaluation committee's assessment and recommendations shall be forwarded to the Director of Public Works for review. The County reserves the right to negotiate the price with the highest ranked proposer and if agreement on the terms is not possible, the County may opt to go with the next highest ranked proposer (LAPM Chapter 10).

The Director shall provide a report of the committee's evaluation and recommendations, along with his recommendation, for the selection of a firm to the Board of Supervisors for final review and approval to enter into negotiations for an agreement. All firms submitting a proposal will be notified of final rankings.

Please take note that the County reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

VII. QUESTIONS AND PROPOSAL SUBMISSION

All clarification or interpretation requests regarding this RFP shall be submitted through the PlanetBids Q&A section at <https://vendors.planetbids.com/portal/64020/portal-home>, no later than 04: 00 pm on

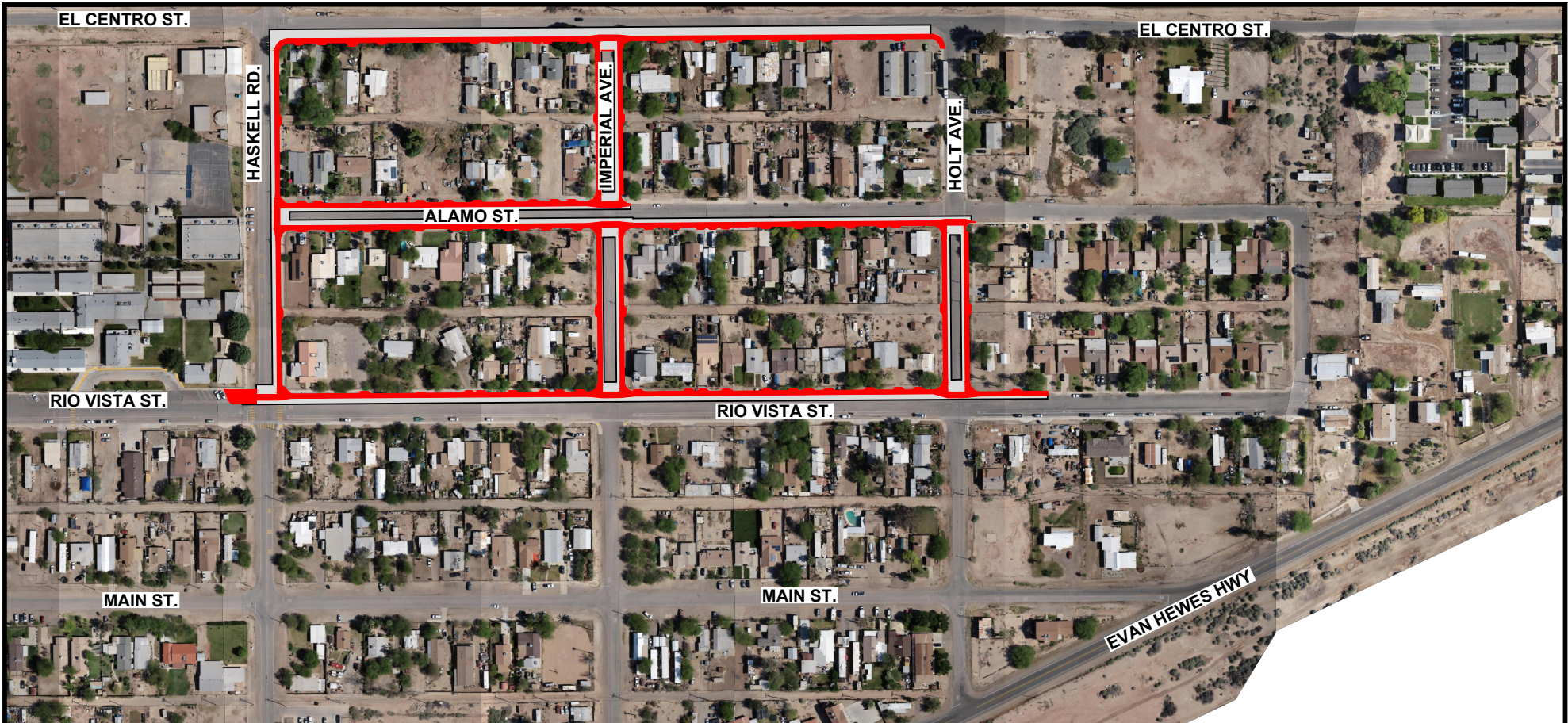
October 30, 2025. Oral explanations or instructions shall not be considered binding on behalf of the County.

Any modification to this solicitation will be issued by the County as a written addendum through the PlanetBids portal.

Proposals must be submitted through PlanetBids by selecting the "Place eBid" button on the RFP's posting on PlanetBids no later than Monday, November 10, 2025 at 04:00 pm. The County will not consider proposals received after the specified time and date. Any Amendment submitted after the deadline will be treated as a new proposal and will not be accepted.

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

Exhibit A – Location Map



LEGEND	
A.C. PAVEMENT	
P.C.C. PAVEMENT, SIDEWALK, CURB AND GUTTER	

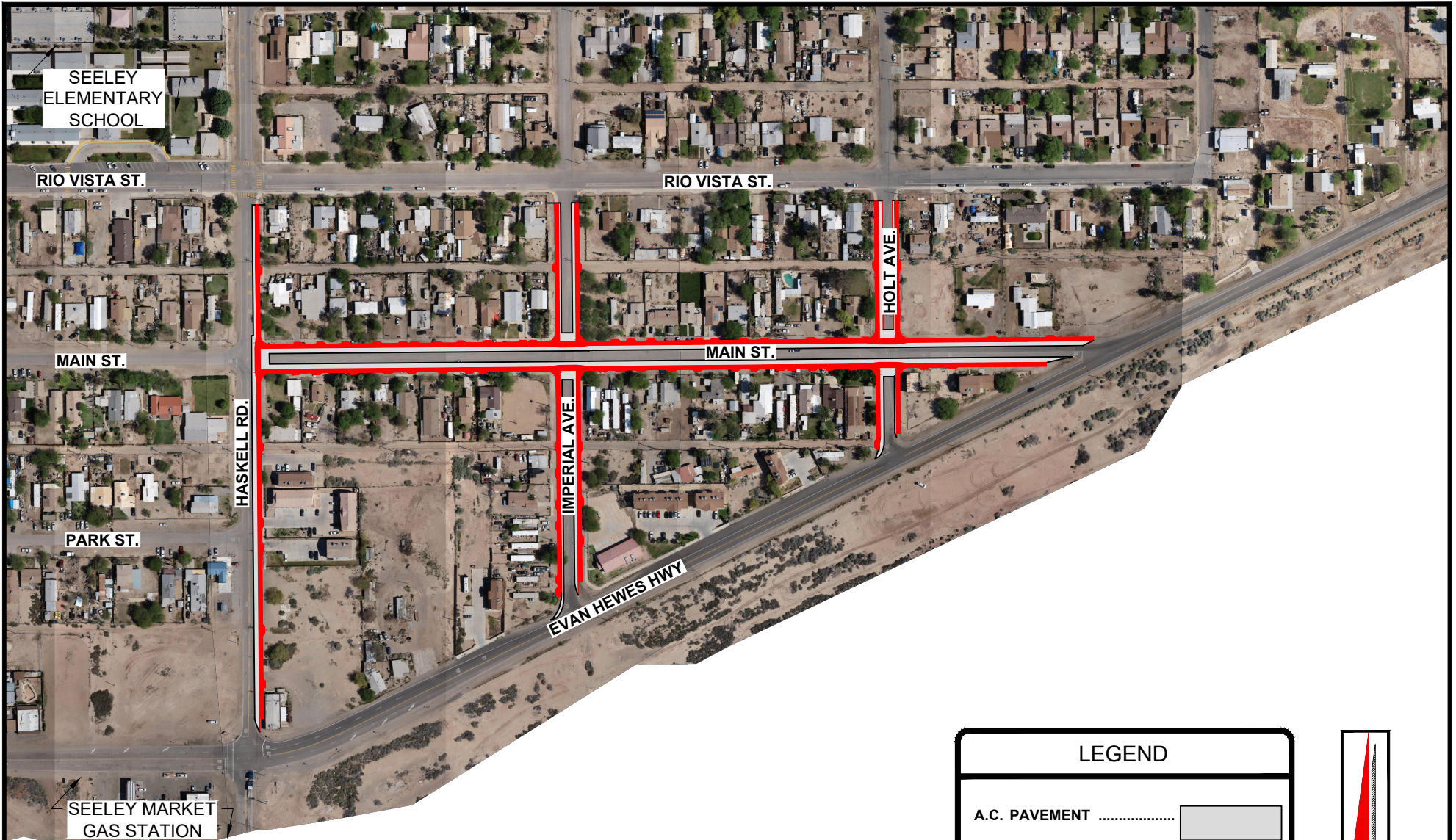


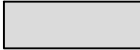
**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

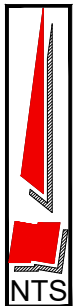
LOCATION MAP

SEELEY TOWNSITE IMPROVEMENTS
FOR VARIOUS ROADS (NORTH)

DRAWN: AG
DRAWING No.: L-1053
DATE: 04/02/25



LEGEND	
A.C. PAVEMENT	
P.C.C. PAVEMENT, SIDEWALK, CURB AND GUTTER	



**IMPERIAL COUNTY
PUBLIC WORKS DEPARTMENT
EL CENTRO, CALIFORNIA**

LOCATION MAP

SEELEY TOWNSITE IMPROVEMENTS
FOR VARIOUS ROADS (SOUTH)

DRAWN: AG
DRAWING No.: L-1053
DATE: 04/02/25

Exhibit B – Seeley Area Drainage Master Plan (Rick Engineering June 2010)

**SEELEY AREA
DRAINAGE MASTER PLAN**

**Job Number 16101
June 2010**

RICK
RICK ENGINEERING COMPANY
ENGINEERING COMPANY
RICK ENGINEERING CO

SEELEY AREA
DRAINAGE MASTER PLAN

JUNE 2010

Prepared For:



Imperial County
Planning & Development Services
801 Main Street
El Centro, California 92243

Ms. Esperanza Malagon Colio
(760) 482-4986

Dennis C. Bowling, M.S.
R.C.E. #32838
Exp 06/12

Prepared by:



Rick Engineering Company
Water Resources Division
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(619) 291-0707
www.rickengineering.com

Job Number 16101
DCB:JM:vs:reports/.005

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APPENDICES

- A - CD Containing digital HEC-RAS, GIS, and CAD files.
- B – Existing Condition Hydrologic Exhibit
- C – Ultimate Condition Hydrologic Exhibit
- D – Capital Improvement Program Report

1.0 INTRODUCTION

This document summarizes the findings of the Drainage Master Plan (DMP) prepared for the Community of Seeley, California, located within Imperial County. The California Housing and Community Development Department (HCD) through its Community Development Block Grant (CDBG) funded the development of this DMP.

1.1 Purpose of DMP

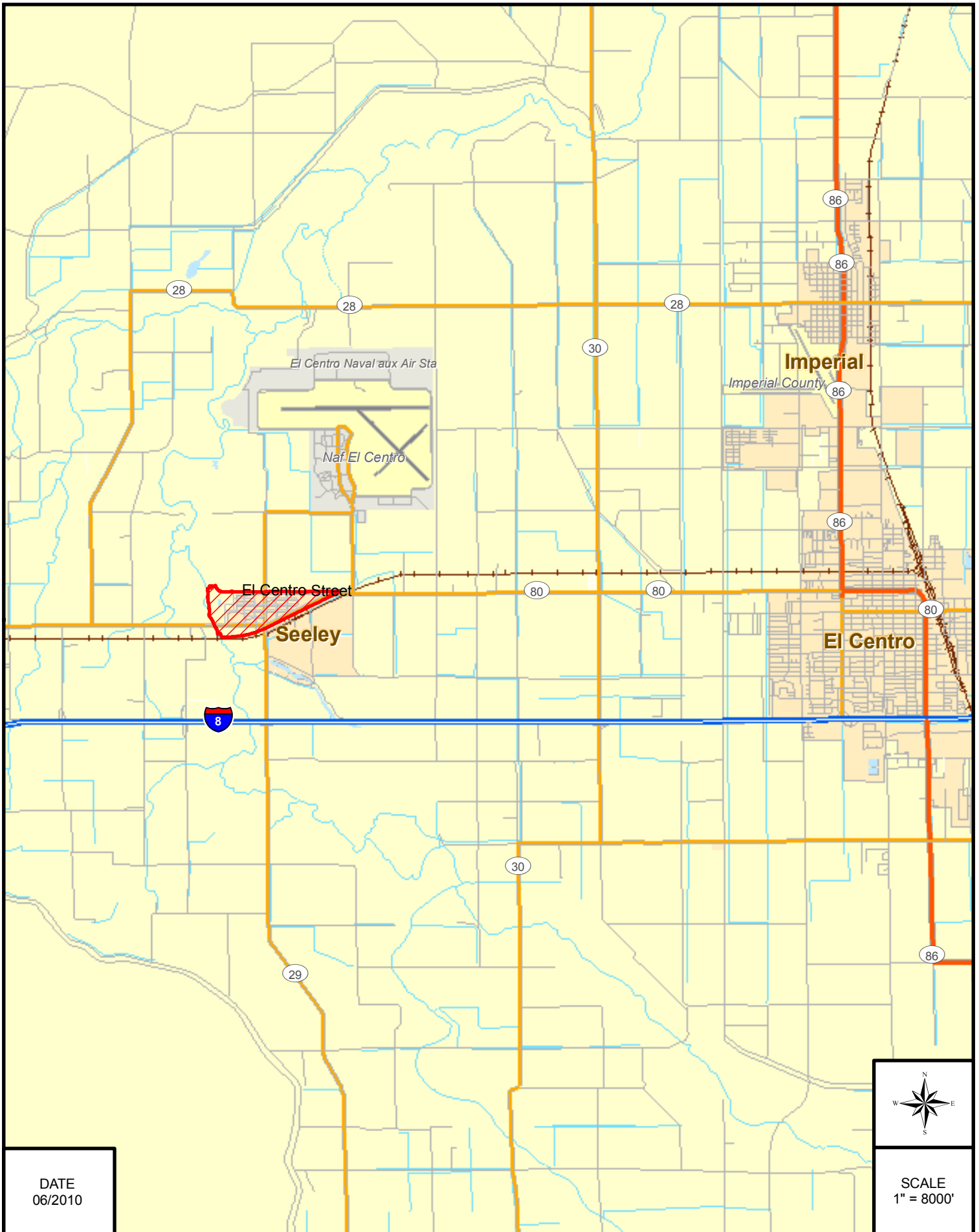
The purpose of this DMP is to identify current drainage and flooding characteristics within the Community of Seeley, and determine recommended drainage improvements to reduce flood hazards and improve public safety. Drainage improvements recommended in this report will be based on the criteria outlined in the current Imperial County design standards.

The following information is provided within this DMP:

- Existing Condition topographic information for the Seeley Community, as of March 2009.
- Existing Condition 25-year and 100-year peak flow rates and drainage patterns
- Ultimate anticipated 25-year and 100-year peak flow rates and drainage patterns
- Recommended drainage improvements including storm drains, inlets, retention areas, and outlet locations.
- Opinion of probable construction costs for each recommended phase of the drainage improvements
- Prioritization of recommended drainage improvements for implementation

The results of the DMP calculations were used to develop a Capital Improvement Program Report that outlines the recommended drainage improvements for implementation, and is attached with this DMP as Appendix D.

W:\16101\GIS\16101_VicinityMap_9-3.mxd



DATE
06/2010

SCALE
1" = 8000'



Seeley Area Drainage Master Plan Vicinity Map

RICK
ENGINEERING COMPANY

5620 Friars Road
San Diego, CA 92110-2596
www.rickengineering.com

EXHIBIT
1.2

1.3 Computer Programs

The following computer programs were used for preparation of the Seeley Area DMP:

- AutoCAD 2002
- US Army Corps of Engineers, Hydrologic Engineering Center - Hydrologic Modeling System, HEC-HMS v. 3.3.
- ArcGIS, version 9
- Microsoft Excel

1.4 Limitations

The Seeley Area DMP is a comprehensive plan for future drainage needs within the Seeley Community. This report has been prepared for master planning purposes only, as a guide for engineers, planners, developers, and County staff. Detailed engineering calculations and investigations should be prepared for the implementation of any of the facilities outlined in this study.

2.0 PROJECT APPROACH

The Seeley Area DMP covers approximately 0.556 square miles (356 Acres) of the developed area within Seeley, California, known as the Seeley Townsite. The limits of the DMP are shown on the Vicinity map in Section 1.0. Seeley is located approximately 8 miles west of El Centro and 1.5 miles North of Interstate-8, within Imperial County California. Seeley is bordered on the west by the New River.

2.1 Previous Drainage Plan

A previous drainage master plan titled “Seeley Streets Overlay and Drainage Plan” was prepared circa 1975, for the Seeley Area (Reference 9). The previous plan recommended the use of drainage swales along major roadways as the method for conveying storm runoff to the New River. The improvements recommended in the previous study were constructed and as-built in 1979. However, this design approach did not take into consideration public safety factors related to the proximity to the local schools, etc. In addition, the terrain within the Community of Seeley is very flat, and therefore, a significant amount of ponding occurs within the streets and low-lying areas during and after rainfall events.

2.2 HEC-HMS Program

The hydrologic modeling was prepared using US Army Corps of Engineers, Hydrologic Engineering Center - Hydrologic Modeling System, HEC-HMS v. 3.3. HEC-HMS is public domain software designed for modeling the precipitation-runoff processes that occur in watershed systems. It is designed to be applicable in a wide range of geographic areas including for use in small urban or natural watershed runoff situations. Hydrographs produced by HEC-HMS can be used directly or in conjunction with other software for studies of urban drainage, future urbanization impact, reservoir design, flood damage reduction, floodplain regulation, drainage master planning.

2.3 GIS Data Processing

GIS tools were utilized to calculate spatial factors related to the development of the hydrologic modeling for the Seeley Area. Information including land use, hydrologic soil data, and terrain information were compared with existing drainage patterns and drainage areas to calculate factors such as runoff length, slope, time of concentration, drainage area, curve number, and percent impervious. Detailed discussion of the hydrologic parameters used in the preparation of this DMP is included in Section 3.0 of this report.

3.0 SUMMARY OF BASE INFORMATION

The following provides a summary of the base information used in the preparation of the Seeley Area DMP. Rick Engineering Company is not responsible for any future changes to the topographic information, land use information, drainage facilities, or any other base information used in the preparation of this DMP that may occur after the preparation of this report.

3.1 TOPOGRAPHY & ORTHO IMAGERY

The following summarizes the source information of the base topography generated for the preparation of the DMP:

Date of Survey:	March 24, 2009
Contour Interval:	1-Foot
Horizontal Datum:	NAD 83, CCS Zone 6, 2007.0 EPOCH
Vertical Datum:	NAVD 88

Date of Photography:	March 24, 2009
Approximate Photo Scale:	1"= 300'
Pixel Size:	0.25 feet

It should be noted that the elevations in the Seeley Community are below Sea Level. Therefore, 1,000 vertical feet were added to the elevations in Seeley. The adjusted elevations range from 899 feet to 967.5 feet.

3.1.1 DRAINAGE BASIN BOUNDARIES

Hydrologic modeling for the Seeley area was prepared utilizing the base topography obtained for this project. The limits of the overall drainage study, and corresponding drainage basin boundaries were confined to the surveyed topographic area and were determined based on the high points surrounding the Seeley area. The terrain within the Seeley Townsite identified that no significant drainage areas outside of the townsite

limits flow into the community of Seeley due to the existing topography and the existence of Imperial Irrigation District canals along the northern limit of the community that prevent run-on from adjacent areas. The watershed tributary to the New River was not analyzed in this study.

3.2 PRECIPITATION DATA

2-year and 100-year precipitation values were obtained from the Imperial Irrigation District (IID) DRAFT Hydrology Manual (Reference 7), Figures B-1 through B-4. Table 3.2.1 summarizes the precipitation information obtained from the IID manual.

3.2.1 TABLE OF PRECIPITATION INFORMATION

Duration	Precipitation (Inches)	
	2-Year	100-Year
1-hour	0.38	1.35
24-Hour	0.96	2.80

3.2.2 INTENSITY-DURATION CALCULATIONS

The rainfall intensity at differing durations storms is required for modeling the 25-year and 100-year storm events reflected in this DMP. Therefore, the following formula was utilized to convert the above noted precipitation values into intensities at varying storm durations.

For storm durations less than 1-hour:

$$Y_p = Y_2 + [(Y_{100} - Y_2) * K_p] / 263$$

where:

K_p = Constant associated w/ Return Period P

5-yr = 65 10-yr = 108

25-yr = 164 50-yr = 215

Y_2 = Intensity associated with the 2-year return period

Y_{100} = Intensity associated with the 100-year return period

Y_p = Intensity at Return Period P

The K_p value for the 25-year storm event was obtained from Appendix II and Figure D-4 in the DRAFT IID Hydrology Manual.

For storm durations between 1-hour and 24-hours logarithmic interpolation was utilized to determine intermediate values from the precipitation depths shown in Table 3.2.1. Additional guidance on the development of rainfall depths and intensities for varying storm events can be found in Section D of the Imperial Irrigation District DRAFT Hydrology Manual (Reference 7).

3.2.3 TABLE OF CALCULATED INTENSITY AND PRECIPITATION INFORMATION

Duration	Intensity (Inches/Hour)			Precipitation (Inches)		
	2-Year	25-Year	100-Year	2-Year	25-Year	100-Year
5-min	1.50	3.90	5.35	0.13	0.33	0.45
15-min	0.91	2.36	3.24	0.23	0.59	0.81
60-min	0.38	0.98	1.35	0.38	0.98	1.35
120-min	0.23	0.58	0.79	0.47	1.16	1.58
180-min	0.17	0.43	0.58	0.52	1.28	1.74
360-min	0.11	0.25	0.34	0.64	1.49	2.04
720-min	0.07	0.15	0.20	0.78	1.74	2.39
1440-min	0.04	0.09	0.12	0.96	2.11	2.80

The methodology used to calculate the intensities shown in Table 3.2.3 are described in section 3.2.2 of this report. Precipitation values for other than the 2-year and 100-year, 1-hour and 24-hour duration storms were calculated based on multiplying intensity (inches/hour) times duration (hours), to determine the precipitation in inches.

3.3 LAND USE

Hydrologic modeling for the Seeley area was prepared based on two land use scenarios, the current condition as of the authoring of this report and the ultimate planned development within the study area.

3.3.1 EXISTING CONDITION (ZONING)

Existing Condition Land Use data was provided by Imperial County, as shown on the land use zoning “Map 9A” dated May 11, 2006. The land use zoning was compared with the aerial imagery obtained March 2009, and currently vacant parcels of significant size were manually designated as “open space” for the existing condition land use. Exhibit 3.4.1 shows the Existing Land Use zoning designation used for the hydrologic modeling. Table 4.1.2 summarizes the curve number assigned to each land use category

3.3.2 ULTIMATE CONDITION (GENERAL PLAN)

Ultimate Condition (General Plan) Land Use data was provided by Imperial County, as shown on the exhibit titled “Seeley Urban Area Map” dated September 13, 2004. The general plan land use data was compared with the current condition land use zoning to identify areas of future development or redevelopment. The impacts of the future development were incorporated into the design of the recommended drainage improvements. Exhibit 3.4.2 shows the General Plan Land Use designation used for the hydrologic modeling. Table 4.1.2 summarizes the curve number assigned to each land use category

3.3.3 ASSESSOR’S PARCEL DATA

Assessor’s parcel data for the Seeley Area was obtained from the Imperial County GIS division on October 8, 2009. The Assessor’s parcel data was utilized to identify approximate existing road right of way, locations of publicly owned parcels, and limits of land use/zoning designations. The assessors parcel boundaries are shown for reference on the exhibits within this report.

3.4 HYDROLOGIC SOIL TYPE

The Seeley Area DMP was prepared taking into consideration the hydrologic soil type in the determination of the loss rates and curve numbers within the watershed. SSURGO 2008 Soil data was obtained from the Natural Resources Conservation Service (NRCS) Soil Data Mart (Reference 4), which includes a classification of soil types ranging from type A to type D. The soil types within the limits of the study area are primarily type C soils with some type D along the New River corridor.

The following summarizes the hydrologic characteristics of the differing soil groups:

- Type A: Low Runoff Potential. Soils having high infiltration rates even when thoroughly wetted and consisting chiefly of deep , well-drained sands or gravels. These soils have a high rate of water transmission.
- Type B: Soils having moderate infiltration rates when thoroughly wetted and consisting chiefly of moderately deep to deep, moderately well to well-drained sandy-loam soils with moderately fine to moderately coarse textures. These soils have a moderate rate of water transmission.
- Type C: Soils having slow infiltration rates when thoroughly wetted and consisting chiefly of silty-loam soils with a layer that impedes downward movement of water, or soils with moderately-fine to fine texture. These soils have a slow rate of water transmission.
- Type D: High Runoff Potential. Soils having very slow infiltration rates when thoroughly wetted and consisting chiefly of clay soils with a high swelling potential, soils with a permanent high water table, soils with a claypan or clay layer at or near the surface, and shallow soils over nearly impervious material. These soils have a very slow rate of water transmission.

File Path: W:\16101\GIS\16101_ExistingZoning+Soil_Exhibit1.mxd

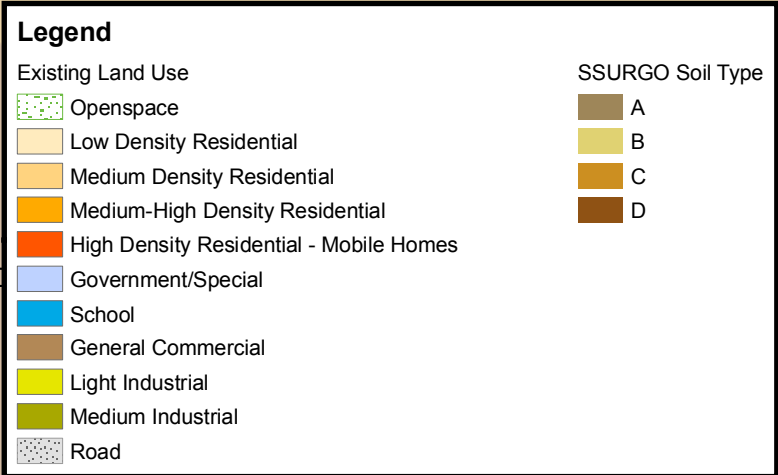
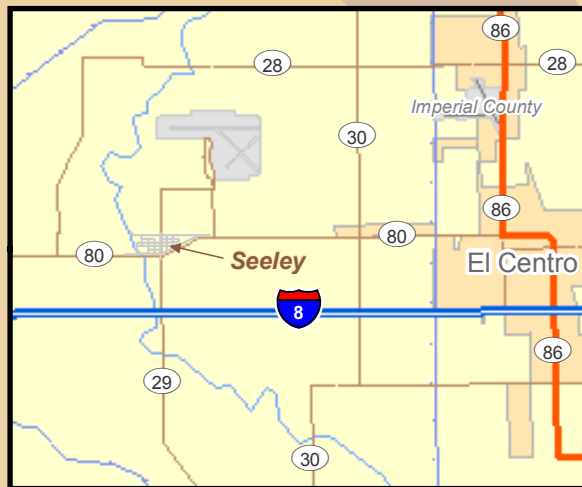
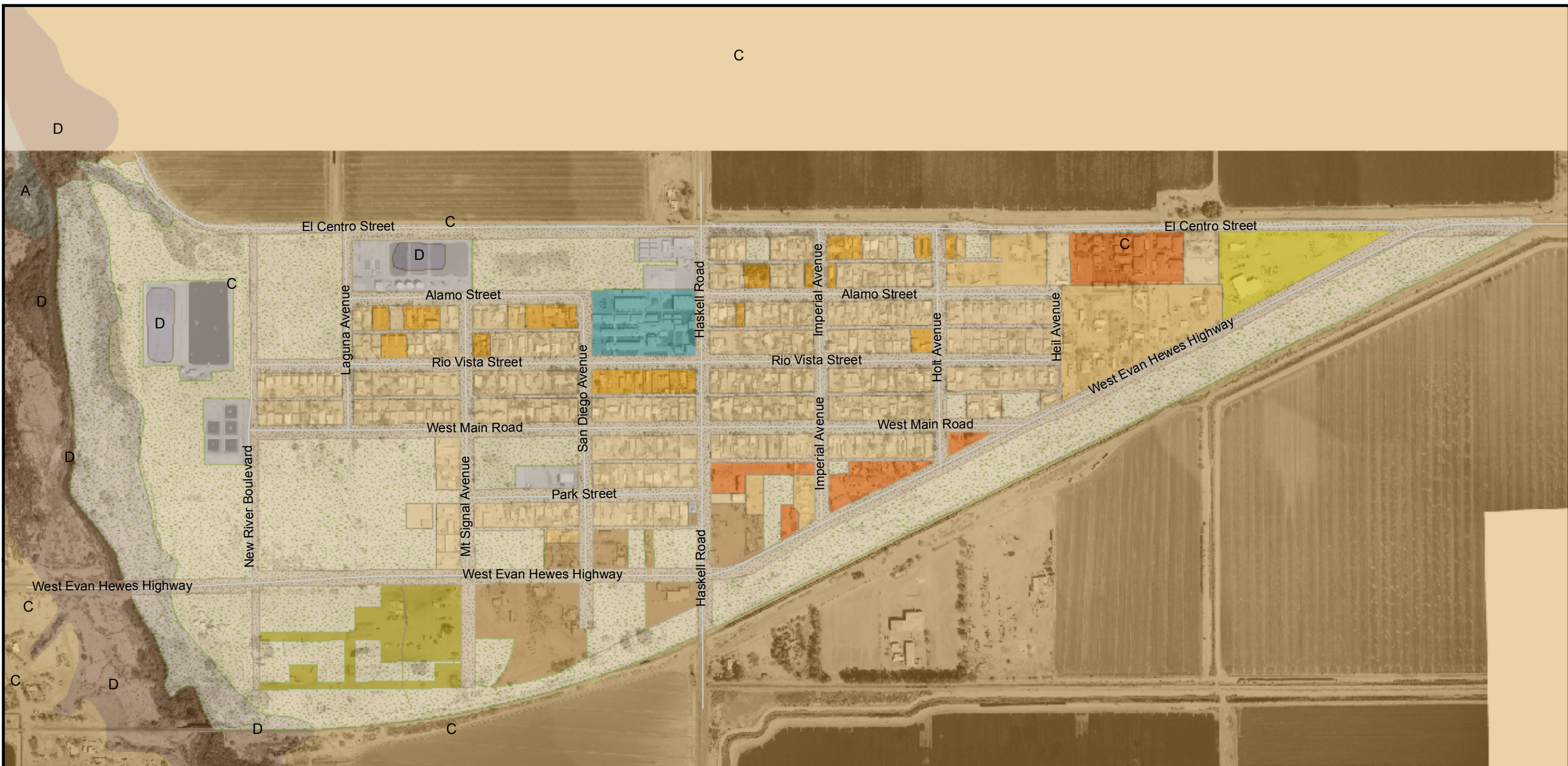


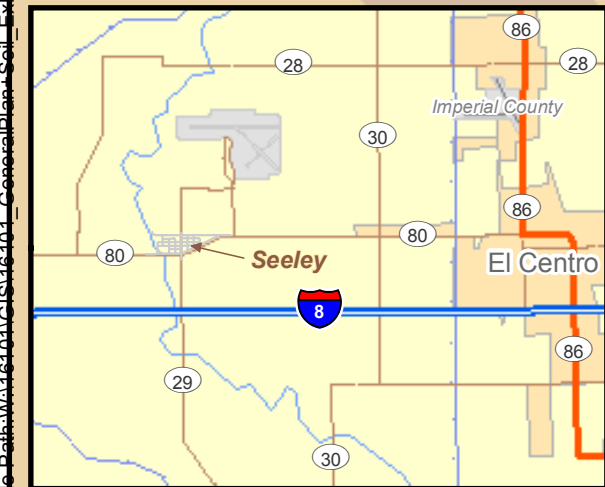
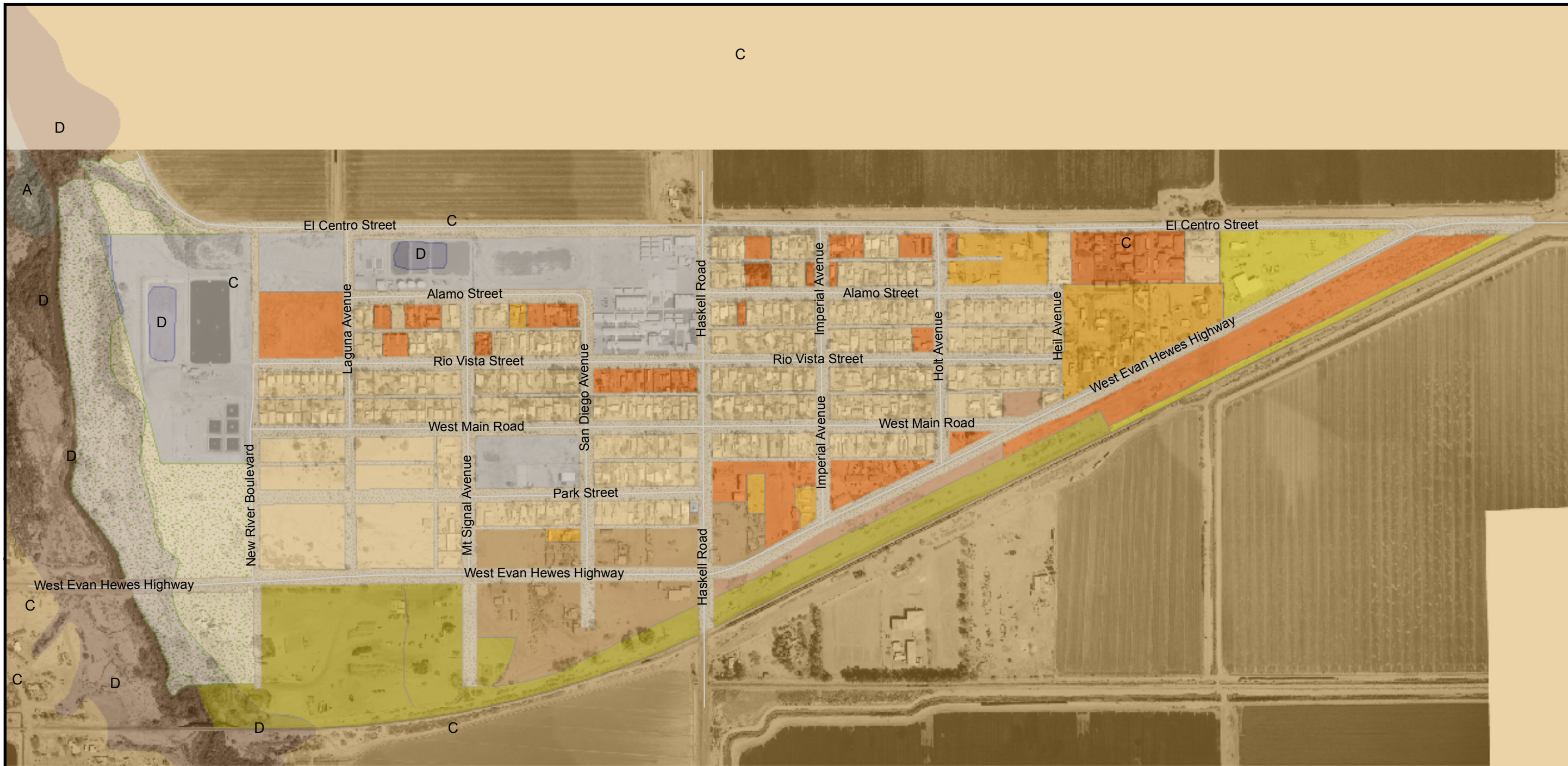
EXHIBIT
3.4.1

Seeley Area Drainage Master Plan
Existing Land Use Zoning
and Hydrologic Soil Data

RICK
ENGINEERING COMPANY
5620 Friars Road
San Diego, CA 92110-2596
www.rickengineering.com

DATE
06/2010

SCALE
1" = 600'



Legend

General Plan Land Use	SSURGO Soil Type
OpenSpace	A
Recreation / Open Space	B
Low-Density Residential	C
Government / Special Public	D
Medium Density Residential	
High Density Residential	
Neighborhood Commercial	
General Commercial	
Light Industrial	
Medium Industrial	
Roadway	

DATE
06/2010

SCALE
1" = 600'

RICK
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San Diego, CA 92110-2596
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**Seeley Area Drainage Master Plan
General Plan Land Use Zoning
and Hydrologic Soil Data**



**EXHIBIT
3.4.2**



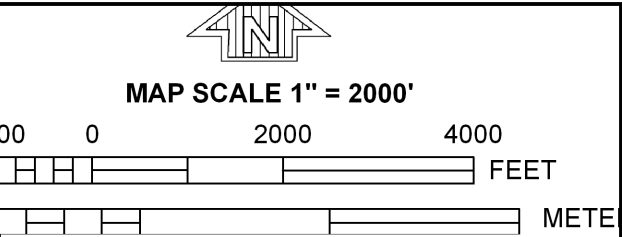
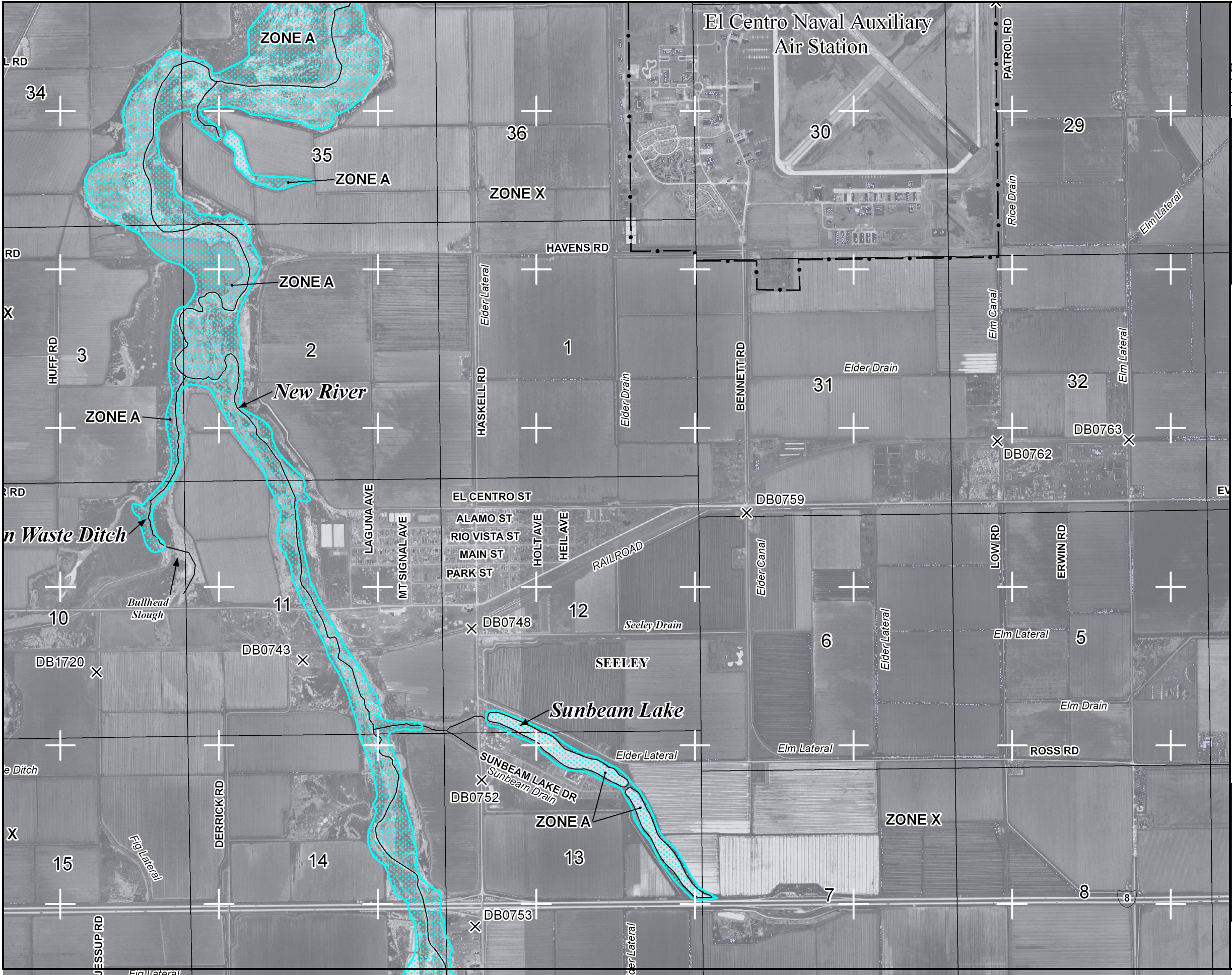
3.5 EXISTING DRAINAGE FACILITIES

A minimal number of engineered drainage structures currently exist within the Community of Seeley. Some recently constructed developments have included design and construction of on-site retention basins in accordance with Imperial County Criteria. In addition, there are a few isolated locations where drain inlets and storm drains have been constructed, however these systems function as retention facilities by storing runoff from the tributary areas as they have no identified discharge locations. The existing condition hydrologic analysis within this DMP considers the impact of the known retention facilities in developing the peak discharges for the study area. Currently there are no constructed or engineered drainage outlets into the New River. Runoff discharges to the New River via overland flow.

3.6 NATIONAL FLOOD INSURANCE PROGRAM

Imperial County is a participant in the National Flood Insurance Program (NFIP), which provides flood insurance and oversees floodplain management regulations to reduce the potential for flood damages. The Federal Emergency Management Agency (FEMA) manages the NFIP.

The FEMA Special Flood Hazard Area (SFHA) for Seeley is identified on Flood Insurance Rate Map (FIRM) panel No 06025C1700C, effective September 26, 2008, attached as Exhibit 3.6.1. The FIRM identifies portions of the New River as a Zone A floodplain, indicating areas subject to inundation by the 1-percent-annual-chance flood event generally determined using approximate methodologies. The FIRM also identifies the remaining areas of the FIRM as Zone X (unshaded), indicating areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood. Any future construction activities within the limits of the SFHA are required to comply with the requirements of FEMA and the NFIP.





PANEL 1700C

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
IMPERIAL COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL 1700 OF 2300
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
IMPERIAL COUNTY, UNINCORPORATED AREAS	060065	1700	C



MAP NUMBER
06025C1700C

EFFECTIVE DATE
SEPTEMBER 26, 2008

Federal Emergency Management Agency

Exhibit 3.6.1

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

4.0 HYDROLOGIC METHODOLOGY

Hydrologic Modeling for the Community of Seeley study area was prepared following the criteria outlined in the Imperial Irrigation District (IID) DRAFT Hydrology Manual (Reference 7). Rational method precipitation and intensity information was utilized to reflect peak runoff consistent with rational method calculations, however NRCS (SCS) modeling parameters were utilized to reflect the volume of runoff generated by the watershed and to incorporate the impacts of storage and attenuation on peak flows.

4.1 NRCS (SCS) METHODOLOGY

The Natural Resources Conservation Service (NRCS), formerly known as the Soil Conservation Service (SCS) developed an approach to calculate runoff from a tributary watershed as a function of the drainage area, precipitation, initial abstraction, soil storage potential, and runoff curve number.

4.1.1 CURVE NUMBER

Curve Number for each watershed was calculated as a function of the land use within each area and the hydrologic soil type. Runoff Curve Numbers are an indication of runoff potential for a given area. The higher the Curve Number for a given watershed, the higher the runoff potential. Runoff Curve Numbers were determined based on from Figure C-2 of DRAFT IID Hydrology Manual and Table 2-2a in TR-55 (Reference 8). A detailed description of the runoff curve number values assigned to each land use designation is included in Table 4.1.2.

4.1.2 TABLE OF CALCULATED CURVE NUMBERS BASED ON LAND USE

Existing Condition Land Use Designation	Category	General Plan Land Use	Description	Estimated % Impervious *	Curve Number (AMC II)**	
					Type C Soil	Type D Soil
Openspace – Annual Grasses	OS	Open Space	Poor cover	0%	86	89
Low Density Residential (LDR)	R1	Low-Density Residential	1 DU/Parcel (max density 5 du/acre)	50%	90	92
Medium Density Residential (MDR)	R2	Medium Density Residential	1 – 2 DU/Parcel – duplexes (max density 10 du/acre)	70%	94	95
Medium-High Density Residential	R3	- -	2+ Du/Parcel (max density 29 du/acre)	75%	95	96
High Density Residential and Mobile Homes	R4	High Density Residential	Mobile home parks	85%	96	97
Light Commercial	C1	Neighborhood Commercial	In residential areas	85%	96	97
General Commercial	C2	General Commercial	Along highways, shopping centers	90%	97	98
Government/Special	GS-S	Government/Special	School	70%	94	95
	GS	Government/Special	Other G/S lands	80%-95%	96-98	97-98
Light Industrial	M1	Light Industrial	Storage & manufacturing	90%	97	98
Medium Industrial	M2	Medium Industrial	- -	95%	98	98
Roadway/Paved	ROAD	Roadway	Roadway Paved	98%	98	98

* Estimated % Impervious obtained from Figure C-3 of DRAFT IID Manual

** Curve Number obtained from Figure C-2 of DRAFT IID Manual and Table 2-2a in TR-55 (Reference 8)

4.1.3 TIME OF CONCENTRATION

To generate a hydrograph for small watersheds, less than one square mile, Lag times utilized in SCS methodology are frequently calculated as a function of Time of Concentration (Tc). Time of Concentration (Tc) for each watershed was calculated based on the Time of Concentration Nomograph for the Rational method, using the following formula:

$$T_c = K (L^3/H)^{0.2}$$

Where:

Tc = Time of Concentration (minutes)

K = is a function of % impervious for the basin

L = is the length of the longest flowpath within the basin

H = the elevation change (ΔE) along the longest flowpath.

The K value for each percent impervious was obtained from Appendix II and Figure D-1 in the DRAFT IID Hydrology Manual, and is summarized below.

<u>% Impervious</u>	<u>K</u>
90	0.304
80	0.324
75	0.336
65	0.360
60	0.374
50	0.389
40	0.412
30	0.438
20	0.469
15	0.483
10	0.487
0 (Poor Cover)	0.525
0 (Fair Cover)	0.706
0 (Good Cover)	0.935

4.1.4 LAG

Lag was then computed from the following formula:

$$\text{Lag} = 0.8 T_c / 60$$

Where:

Lag = is the basin Lag time (hours)

Tc = Time of Concentration (minutes)

The Time of Concentration and Lag calculations were performed in accordance with the Imperial Irrigation District DRAFT Hydrology Manual.

4.2 HEC-HMS PARAMETERS

BASIN MODEL:

Loss Methodology:	SCS Curve Number, with AMC II
Transform:	Standard SCS Unit Hydrograph (Lag)
Channel Routing:	Muskingum-Cunge

METEOROLOGICAL MODEL:

Intensity Position:	2/3 of hydrograph (67%) – equating to approximately hour 16 of a 24-hour storm.
Storms Modeled:	25-year, 24-hr – Precipitation = 2.11 inches 100-year, 24-hr – Precipitation = 2.80 inches “Frequency Storm”

5.0 EXISTING CONDITION HYDROLOGIC MODELING

The existing basin routing for the previously constructed “Seeley Streets Overlay and Drainage Plan” (Reference 9) was compared to the current terrain and watershed delineations. In general, the existing terrain and basin routing corresponded with the previous drainage plan. However, based on the topographic information, the existing routing was slightly different in the following areas:

- Laguna Avenue, between Alamo St. and Rio Vista St.
- Signal Avenue, between Park St. and Main St.
- Haskell Road, between Park St. and Rio Vista St., and between Alamo St. and El Centro St.
- Imperial Avenue between Rio Vista St. and Alamo St
- Evan Hewes Highway between Mt. Signal Avenue and San Diego Avenue, and between Haskell Road and Holt Avenue.

The results of the Existing Condition Hydrologic Modeling, including flowrates and flow paths, are shown on the Existing Condition Hydrologic Exhibit included as Appendix B of this Report and summarize 25-year and 100-year peak flow rates within the townsite.

5.1 EXISTING RETENTION AREAS

The locations of existing retention areas were determined through the use of the existing topography, and survey points of existing structures. The volumes of the above ground retention facilities were calculated from the existing topography, while the volumes of the underground facilities were calculated based on the surveyed pipe size and length between the survey points. The routing in the model was set up so that the runoff tributary to these areas would not contribute to the downstream routing, until the retention volume was full, at which time the flowrate of the runoff exiting the retention area would equal the flow rate of runoff entering the retention area. The existing retention areas have been identified on the Existing Condition Hydrologic Exhibit in Appendix B.

5.2 SURFACE STORAGE

Based on the existing topography within the Seeley townsite area, it was evident that there are localized sump areas where surface storage will occur. In the areas where more significant storage occurs, typically streets and low-lying areas, the volumes were calculated based on the existing topography. The impact of surface storage was incorporated into the hydrologic modeling by allowing these areas to pond and store runoff before contributing the tributary runoff to the downstream routing. The existing surface storage areas have been identified on the Existing Condition Hydrologic Exhibit in Appendix B.

6.0 ULTIMATE CONDITION HYDROLOGIC MODELING

Ultimate Condition hydrologic modeling was prepared to reflect the ultimate planned land uses within the watersheds, as identified in the Imperial County General plan for the Seeley area, including:

- Future roadway improvements reflecting construction of curb and gutter throughout the community,
- Development of currently vacant land, consistent with the general plan land uses in the study area,
- Construction of private retention facilities assumed to be constructed in conjunction with new multiple lot residential developments and on all new commercial and industrial developments areas
- Construction of drainage infrastructure to convey the 25-year storm discharges.

The results of the Ultimate Condition Hydrologic Modeling are shown on the Ultimate Condition Hydrologic Exhibit included as Appendix C of this Report and summarize 25-year and 100-year peak flow rates within the townsite. This exhibit also includes the locations and sizes of the recommended drainage improvements and anticipated retention areas within the study.

6.1 ROADWAY IMPROVEMENTS

Currently minimal curb-and-gutter exists within the study area, and flow is conveyed in roadway swales along the edges of the pavement sections. The ultimate condition hydrologic modeling reflects the construction of curb-and-gutter throughout the Community of Seeley.

The majority of the roadways within the Seeley study area are classified as a “Local Road”, with only a few major roadways classified as “Major Collector” and “Prime Arterial.” Major Collector roadways include Rio Vista Street, and Haskell Road. Drainage Improvements were recommended in locations where the roadway capacity would likely be exceeded in a 25-year storm event.

Hydrologic routing for the ultimate condition hydrologic modeling reflects roadway geometries based on the roadway classifications identified in the Imperial County Engineering Design Guidelines Manual (Reference 3), which are summarized in Table 6.1.1.

6.1.1 TABLE SHOWING PLANNED ROAD CLASSIFICATIONS

Road Classification	Width* (feet)	Curb Height (Inches)
Local Road	40	6
Major Collector	64	6
Prime Arterial	106	6

*Width (ft) represents width of paved road (curb to curb), and does not include right of way.

6.2 RETENTION CRITERIA FOR FUTURE DEVELOPMENTS

Imperial County currently has retention criteria in place for new development projects as cited in Section III-A of the Imperial County Engineering Design Guidelines Manual. For the purposes of this drainage master plan, retention was assumed to be implemented for all new multiple lot residential developments, commercial developments, and industrial developments. However, retention was not assumed on individual residential lots that may currently be vacant but are zoned for use as single-family residential.

Future retention systems are not included in the construction cost estimates, as they are anticipated to remain private systems and not constructed or maintained by Imperial County, but were included in the Ultimate Condition Hydrologic Modeling. Drainage areas where future retention has been accounted for are identified on the Ultimate Condition Hydrologic Exhibit included in Appendix C.

6.3 DRAINAGE INFRASTRUCTURE

Recommended drainage improvements have been identified within the Community of Seeley, with the goal of providing 25-year flood protection for portions of the community where the flow cannot be contained within the road right-of-way, or in areas of public safety concern.

6.3.1 STORM DRAIN DESIGN CRITERIA

The following Criteria were considered when determining the location and sizes of the recommended drainage improvements:

- Minimum Pipe Slopes shall be 0.001 (0.1%) per Imperial County Standards
- Slopes of recommended pipes designed at 0.0015 (0.15%)
- Cleanout Spacing:
 - 300 feet maximum spacing pipes < 48-inches in diameter
 - 500 feet maximum spacing for pipes $\geq$ 48-inches in diameter
- 30-inches minimum cover depth is required
- Manning's Roughness Coefficient, $n = 0.013$

6.3.2 STORM DRAIN SIZING

The following table relates the pipe sizes specified for the recommended storm drain facilities along with their respective capacities at their proposed slope of 0.15%.

Pipe Diameter (inches)	Slope (%)	Capacity (cfs)*
24	0.15	7.9
36	0.15	23.2
48	0.15	50.1
60	0.15	90.8
72	0.15	147.6
84	0.15	222.6
96	0.15	317.8

*Capacity based on Manning's Equation with friction slope adjusted to 90% of pipe slope, to reflect assumed hydraulic losses of 10%.

6.3.3 INLET SIZING

The following criteria were considered when determining the minimum number of inlets recommended for each phase of drainage improvements:

- Curb Inlets at a sump condition should be designed for two (2) cfs per lineal foot of opening when headwater may rise to top of curb.
- Curb inlets on a continuous grade should be designed based on the following equation:

$$Q = 0.7L(A+Y)^{3/2}$$

Where:

Y = depth of flow in approach gutter in feet

A = depth of depression of flow line at inlet in feet

L = length of clear opening in feet (maximum 30 feet)

Q = flow in CFS

Detailed Inlet Sizing calculations were not performed for the recommended facilities; however, a minimum number of inlets were assumed associated with the construction of each storm drain segment to intercept the 25-year storm flows. Detailed calculations will be required during final design of any drainage improvements to identify the need for additional storm drain inlets within the drainage system to maintain required flow depth and dry lane requirements within the roadways.

7.0 RECOMMENDED DRAINAGE IMPROVEMENTS

The following summarizes the recommended drainage improvements identified within the Seeley Area Drainage Master Plan study area. Recommended drainage improvements were sized to convey the 25-Year Storm Event. Appendix D of this document serves as a detailed summary of each improvement, including cost estimates and an exhibit showing the limits of the improvement. The location, limits, and costs associated with each phase of the recommended drainage improvement are based on preliminary drainage master plan information. Detailed investigations into potential utility conflicts, right-of-way needs, constructability, and or environmental impacts should be investigated prior to the construction of each project, and may impact the design and/or cost of each project.

7.1 PRIORITIZATION OF IMPROVEMENTS

This DMP anticipates construction of the recommends drainage improvements will occur as a phased approach to improving drainage within the Seeley area. The recommended drainage improvements have been identified as 7 specific phases of construction, or drainage improvement projects. The phase limits are based on providing flood protection benefits with each phase, as well as identifying logical locations for the limits of improvement. The following items were considered when prioritizing the recommended drainage improvements:

- Public Safety,
- Need for downstream improvements prior to implementation,
- Tributary drainage area,
- Property that would be protected by the drainage improvement, and whether it is currently developed or undeveloped.

7.2 CONSTRUCTION COST ESTIMATES

Preliminary opinions of the probable construction costs were prepared for each identified improvement project. The facility quantities and costs presented are preliminary and should only be used for planning purposes. A summary of the assumptions associated with the development of the probable construction costs are included in the Capital Improvement Program Report attached as Appendix D of this DMP.

7.3 TABLE OF RECOMMENDED DRAINAGE IMPROVEMENTS

Project ID	Location	Maximum Q₂₅	Maximum Q₁₀₀	Pipe Sizes	Total Length	Number of Inlets	Number of Cleanouts	Estimated Cost
SD-01	Rio Vista Street, Haskell Road, San Diego Avenue	220 cfs	319 cfs	36"-84"	4,512 ft	12	15	\$7,828,700
SD-02	Rio Vista Street, Imperial Avenue	116 cfs	146 cfs	24"-72"	1,853 ft	8	9	\$2,096,700
SD-03	San Diego Avenue, Park Street	54 cfs	77 cfs	36"-48"	1,547 ft	9	6	\$1,110,700
SD-04	Rio Vista Street, Holt Avenue, West Main Road, Evan Hewes Highway	72 cfs	106 cfs	36"-60"	1,769 ft	5	8	\$1,619,900
SD-05	Holt Avenue, El Centro Street	46 cfs	70 cfs	36"-48"	2,228 ft	8	9	\$1,619,500
SD-06	Laguna Avenue	19 cfs	29 cfs	36"	804 ft	4	4	\$555,700
SD-07	Evan Hewes Highway	39 cfs	55 cfs	36"-48"	3,477 ft	5	11	\$3,210,400

The Projects in this table are listed in the recommended order of priority.

Detailed Descriptions of the Project limits, location, and cost estimates are included in the CIP Report as Appendix D of this report..

8.0 SUMMARY

This report presents a summary of the existing condition and ultimate condition 25-year and 100-year peak discharges within the Community of Seeley, in Imperial County, California. This report also identifies recommended drainage improvements with the goal of providing 25-year storm drain infrastructure within the study area, and alleviating current flooding concerns within the community. Hydrologic calculations were prepared using HEC-HMS, and runoff calculations were performed based on the criteria outlined in the Imperial Irrigation District DRAFT Hydrology Manual.

The recommended drainage improvements identified in this report were prioritized in an order of recommended construction from SD-01 (the first recommended phase) to SD-07 (the final recommended phase). The drainage improvements were prioritized based on the necessity to construct downstream facilities first, and on the public safety issue of reducing flooding first in the areas historically subject to the most flooding and that convey the most water, such as Rio Vista Street.

The results of this Drainage Master Plan report were used to prepare a Capital Improvement Program report, which is attached as Appendix D, summarizing each recommended drainage improvement project, the associated construction cost, and the recommended order of construction.

This report has been prepared for master planning purposes only, as a guide for engineers, planners, developers, and County staff. The recommendations outlined in this report are preliminary and the recommended locations, facility sizes, alignments, and costs should be re-evaluated during final design of each improvement phase.

9.0 REFERENCES

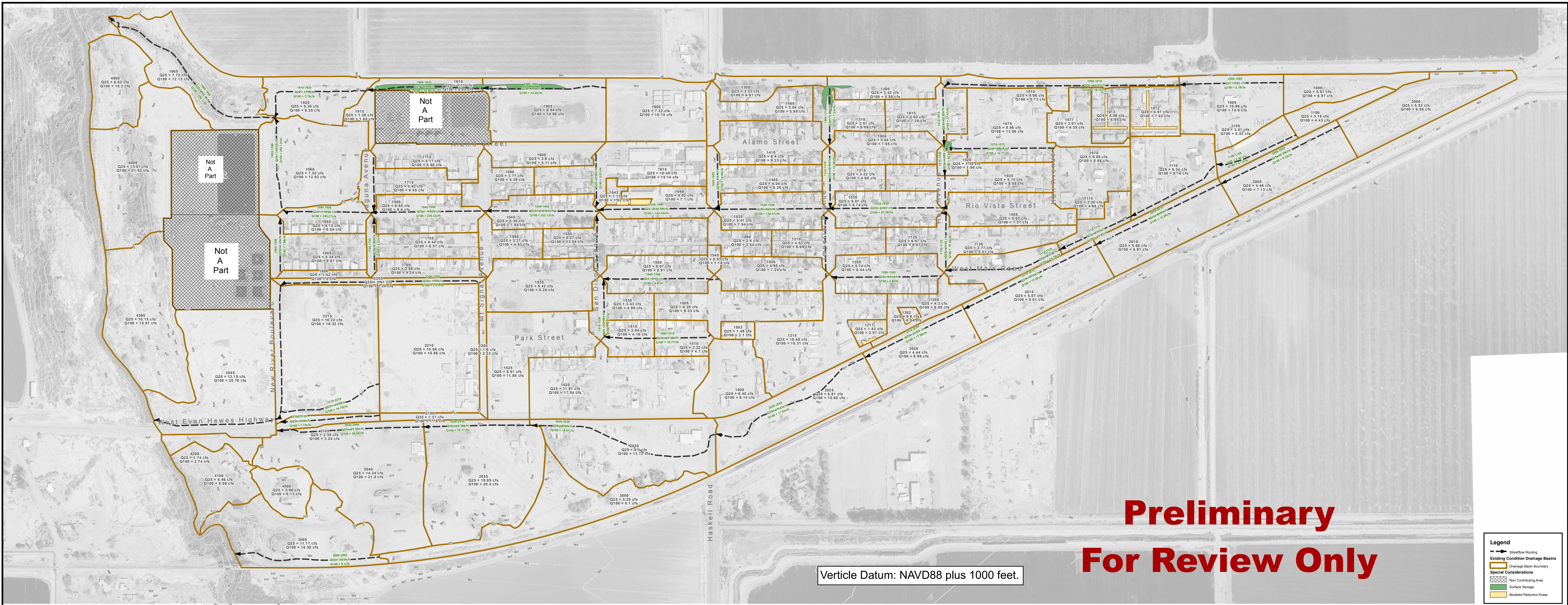
1. *Hydrologic Modeling System HEC-HMS User Manual (CPD-74A)*, prepared by The U.S. Army Corps of Engineers, Hydrologic Engineering Center, Version 3.3, September 2008.
2. *Flood Insurance Study for Imperial County, California, and Incorporated Areas*, prepared by the Federal Emergency Management Agency (FEMA), September 26, 2008.
3. *Engineering Design Guidelines Manual for the Preparation and Checking of Street Improvement, Drainage and Grading Plans Within Imperial County*, County of Imperial Department of Public Works, September 15, 2008.
4. *Soil Survey Geographic (SSURGO) database for Imperial County, California, Imperial Valley Area (CA683)*, prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, January 2008, URL:<<http://SoilDataMart.nrcs.usda.gov/>>
5. *Imperial County Land Use Zoning, Townsite of Seeley, Map 9A*, prepared by Imperial County Planning Department, revised May 11, 2006.
6. *Imperial County General Plan, Seeley Urban Area Map, Figure 1*, prepared by Imperial County Planning Department, revised September 13, 2004.
7. *Imperial Irrigation District, DRAFT Preliminary Drainage Master Plan, Hydrology Manual*, prepared by Black & Veatch, November 1994.
8. *TR-55: Urban Hydrology for Small Watersheds*, prepared by the U.S. Department of Agriculture, Soil Conservation Service, June 1986.
9. *Seeley Streets Overlay and Drainage Plan (M-572)*, prepared by the Imperial County Department of Public Works, As-Built May 9, 1979.

APPENDIX A

CD CONTAINING DIGITAL HEC-RAS, GIS, AND CAD FILES.

APPENDIX B

EXISTING CONDITION HYDROLOGIC EXHIBIT



Verticle Datum: NAVD88 plus 1000 feet.

**Preliminary
For Review Only**

Legend

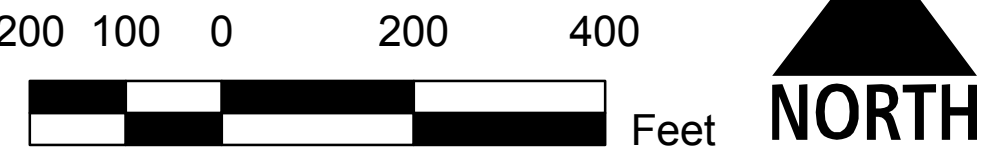
- Streetflow Routing
- Existing Condition Drainage Basins
- Drainage Basin Boundary
- Special Considerations
 - Non Contributing Area
 - Surface Storage
 - Modelled Retention Areas

RICK
ENGINEERING COMPANY
5620 Friars Road
San Diego, CA 92110
619.291.0707
www.rickengineering.com



Existing Condition Hydrologic Exhibit

W:\16101\Hydro\Seeley_Basins_Map.mxd
Exhibit Date: March 2010
REC JN: 16101



APPENDIX C

ULTIMATE CONDITION HYDROLOGIC EXHIBIT



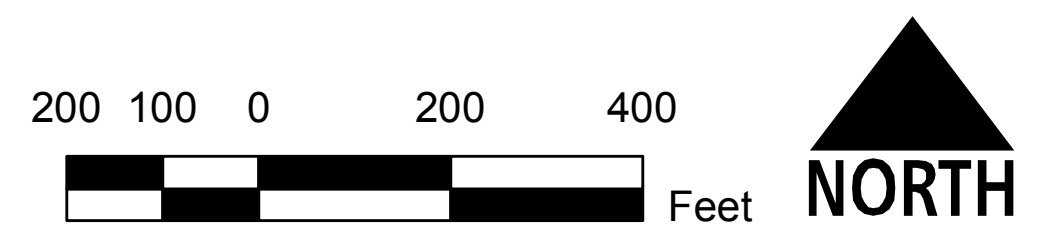
**Preliminary
For Review Only**

Legend

- Storm Drain Centerlines
- Storm Drain Structures
- Ultimate Condition Drainage Basins**
- Drainage Basin Boundary
- Special Considerations**
- Area with Future Retention
- Non Contributing Area
- Modeled Retention Area



Ultimate Condition Hydrologic Exhibit



APPENDIX E

TOPOGRAPHIC MAP

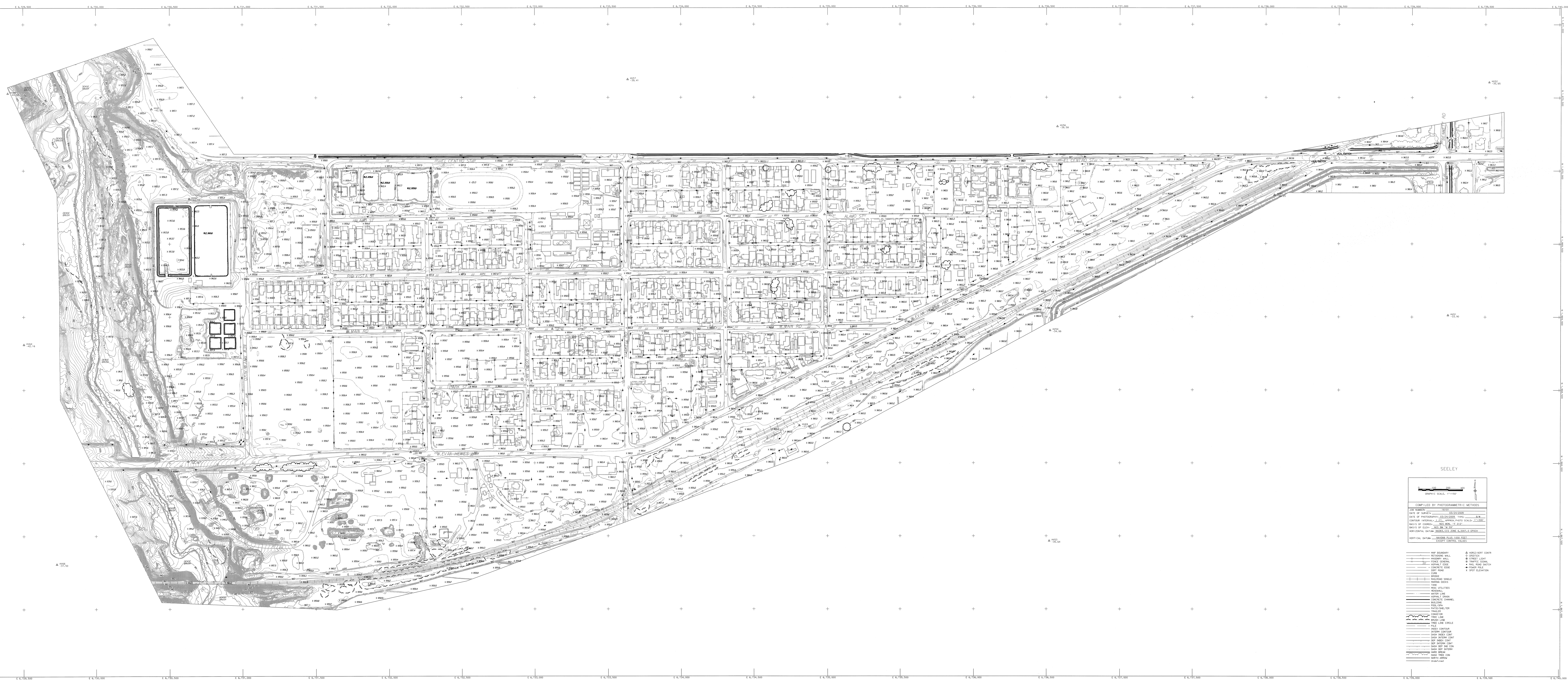


Exhibit C – Sample Proposal Evaluation Form



PROPOSAL EVALUATION FORM

DESIGN ENGINEERING SERVICES FOR SEELEY TOWNSITE IMPROVEMENTS
FOR VARIOS ROADS (NORTH AND SOUTH)
COUNTY PROJECT NUMBERS 7265 AND 7298SEE

PREPARED OCTOBER 23, 2025 BY A.VARELA

DATE: _____
EVALUATOR: _____
RESPONDENT: _____

RATING POINTS:

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

CRITERIA	WEIGHT FACTOR	X	RATING	=	WEIGHTED RATING
A. Technical Approach	(0.35)				
• Responsiveness & understanding of work to be done (ie. Scope of work)	(0.25)		_____		_____
• Specific experience with similar design services	(0.10)		_____		_____
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 experience	(0.10)		_____		_____
C. References	(0.05)		_____		_____
D. Familiarity	(0.25)				
• Familiarity and/or specific experience with Local and state project procedures	(0.25)		_____		_____
E. Cost Proposal	(0.05)				
• Overall quality of proposal, including Qualifications and thoroughness	(0.05)		_____		_____

Total Score _____

Comments:

Exhibit D - Sample Consultant Agreement and Minimum Insurance Requirements

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

1 **AGREEMENT FOR SERVICES**

2 **«Consultant_Business_Name»**

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

8 **RECITALS**

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

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

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

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

18 **1. INCORPORATION OF RECITALS.**

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

21 **2. DEFINITIONS.**

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

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

1 **3. CONTRACT COORDINATION.**

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

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

11 **4. DESCRIPTION OF WORK.**

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

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

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

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

25 **5.3.** CONSULTANT shall:

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

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.

- 1 **6.6.** CONSULTANT represents and warrants that the allegations contained in the Proposal are
2 true and correct.
- 3 **6.7.** CONSULTANT understands and agrees not to discuss this Agreement or work
4 performed pursuant to this Agreement with anyone not a party to this Agreement
5 without the prior permission of COUNTY. CONSULTANT further agrees to
6 immediately advise COUNTY of any contacts or inquiries made by anyone not a party
7 to this Agreement with respect to work performed pursuant to this Agreement.
- 8 **6.8.** Prior to accepting any work under this Agreement, CONSULTANT shall perform a due
9 diligence review of its files and advise COUNTY of any conflict or potential conflict
10 CONSULTANT may have with respect to the work requested.
- 11 **6.9.** CONSULTANT understands and agrees that in the course of performance of this
12 Agreement CONSULTANT may be provided with information or data considered by
13 the owner or the COUNTY to be confidential. COUNTY shall clearly identify such
14 information and/or data as confidential. CONSULTANT shall take all necessary steps
15 necessary to maintain such confidentiality including but not limited to restricting the
16 dissemination of all material received to those required to have such data in order for
17 CONSULTANT to perform under this Agreement.
- 18 **6.10.** CONSULTANT represents that the personnel dedicated to this project as identified in
19 CONSULTANT's Proposal, will be the people to perform the tasks identified therein.
20 CONSULTANT will not substitute other personnel or engage any contractors to work
21 on any tasks identified herein without prior written notice to COUNTY.
- 22 **6.11.** CONSULTANT understands that COUNTY considers the representations made herein
23 to be material and would not enter into this Agreement with CONSULTANT if such
24 representations were not made.

25 7. **TERM OF AGREEMENT.**

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

1 **8. COMPENSATION.**

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

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

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

13 **9. PAYMENT.**

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

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

23 **10. METHOD OF PAYMENT.**

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

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, videotapes, 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 sub-

contractor 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 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 arising out of or in connection with CONSULTANT's negligent acts and omissions 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 or willful misconduct of COUNTY.

18.2. 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 CONSULTANT's negligent 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 CONSULTANT's negligent 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;

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

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

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

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

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

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

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

25 **19. INDEPENDENT CONTRACTOR.**

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

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

1 **20. INSURANCE.**

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

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

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

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

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

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

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

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

5 **20.3. Additional Insurance Requirements.**

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

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

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

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

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

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

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

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

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

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

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

22 **21. PREVAILING WAGE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

5 **23. ASSIGNMENT.**

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

9 **24. NON-DISCRIMINATION.**

10 **24.1.** During the performance of this Agreement, CONSULTANT and its subcontractors shall
11 not unlawfully discriminate, harass or allow harassment against any employee or
12 applicant for employment because of sex, race, color, ancestry, religious creed, national
13 origin, physical disability (including HIV and AIDS), mental disability, medical
14 condition (cancer), age (over forty (40)), marital status and denial of family care leave.
15 CONSULTANT and its subcontractors shall insure that the evaluation and treatment of
16 their employees and applicants for employment are free from such discrimination and
17 harassment.

18 **24.2.** CONSULTANT and its subcontractors shall not discriminate on the basis of race, color,
19 national origin, or sex in the performance of this Agreement. CONSULTANT shall
20 carry out applicable requirements of 49 CFR 26 in the award and administration of
21 DOT-assisted contracts. Failure by CONSULTANT to carry out these requirements is a
22 material breach of this Agreement, which may result in the termination of this
23 Agreement, or such other remedy as COUNTY deems appropriate.

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

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

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 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. **DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**

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

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

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

25.4. If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY due to CONSULTANT’s failure to either comply with the DBE requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE goals as determined by COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or federal agency contributing funds to the Project, then CONSULTANT shall fully reimburse 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

Director of Public Works

RE: County Project No. «Project_Number»

«Project_Number»

155 South 11th Street

El Centro, CA 92243

County of Imperial

Clerk of the Board of Supervisors

RE: County Project No. «Project_Number»

940 W. Main Street, Suite 209

El Centro, CA 92243

CONSULTANT

«Consultant_Business_Name»

RE: County Project No.

«Consultant_Street_Address»

«Consultant_City_State»

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.

27. 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.

28. 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.

29. 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.

30. 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.

31. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

31.1. 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.

31.2. 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.

31.3. 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.

32. 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.

1 **33. CHOICE OF LAW.**

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

5 **34. AUTHORITY.**

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

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

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

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

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

16 **35. COUNTERPARTS.**

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

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

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

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

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

1 and

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

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

6 **37. NON-APPROPRIATION.**

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

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

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

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

19
20 **County of Imperial**

«Consultant_Business_Name»

21
22 By: _____
23 John Hawk, Chairman
24 Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

25 **ATTEST:**

26
27 _____
28 Cynthia Medina, Clerk of the Board,
County of Imperial, State of California

APPROVED AS TO FORM:

GEOFFREY P. HOLBROOK,
COUNTY COUNSEL

By: _____
Mistelle Abdelmagied,
Assistant County Counsel

SAMPLE

EXHIBIT “A” – “REQUEST FOR PROPOSAL”

SAMPLE

EXHIBIT “B” – “PROPOSAL”

SAMPLE

EXHIBIT “C” – “CERTIFICATES OF INSURANCE”

SAMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

<u>Insurance</u>	<u>Minimum Limit*</u>
Professional Liability (Errors and Omissions)	Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 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	\$1,000,000
Commercial General Liability (including Contractual Liability):	Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 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.